Mills Act Historical Property Contracts
Case Report

Hearing Date: October 2, 2019
Staff Contact: Michelle Taylor – (415) 575-9197
Reviewed By: Elizabeth Gordon-Jonckheer – (415) 575-8728

a. Filing Date: May 1, 2019
Case No.: 2019-006323MLS
Project Address: 2251 Webster Street (District 2)
Landmark District: Contributor to the Webster Street Historic District
Zoning: RH-2 (Residential-House, Two-Family District)
Height & Bulk: 40-X
Block/Lot: 0612/001A
Applicant: Sally A. Sadosky Revocable Trust
2251 Webster Street
San Francisco, CA 94115

b. Filing Date: May 1, 2019
Case No.: 2019-006384MLS
Project Address: 1401 Howard Street (District 6)
Landmark No.: 120
Zoning: RCD – Regional Commercial District
Height and Bulk: 55/65-X
Block/Lot: 3517/035
Applicant: 1401 Howard LLC
1401 Howard Street
San Francisco, CA 94103

c. Filing Date: May 1, 2019
Case No.: 2019-006322MLS
Project Address: 64 Potomac Street (District 8)
Landmark District: Contributor to the Duboce Park Historic District
Zoning: RH-2 (Residential-House, Two-Family District)
Height and Bulk: 40-X
Block/Lot: 0866/014
Applicant: Gustav Lindquist & Caroline Ingeborn
64 Potomac Street
San Francisco, CA 94117

www.sfplanning.org
d. **Filing Date:** May 1, 2019  
**Case No.:** 2019-005831MLS  
**Project Address:** 2168 Market Street (District 8)  
**Landmark No.:** 267  
**Zoning:** NCT – Upper Market Neighborhood Commercial Transit  
**Height and Bulk:** 40/50-X  
**Block/Lot:** 3542/062  
**Applicant:** Swedish Society of San Francisco  
2168 Market Street  
San Francisco, CA 94114  

**PROPERTY DESCRIPTIONS**

a. **2251 Webster Street:** The subject property is located on the west side of Webster Street between Washington and Clay streets, Assessor's Block 0612, Lot 001A. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and Bulk district. The subject property is a contributing building to the Webster Street Historic District. It is a two-story, plus basement, wood-frame, single-family dwelling designed in the Italianate style and built in circa 1900.

b. **1401 Howard Street:** The subject property is located on the south corner of Howard and 10th Streets, Assessor's Block 3517, Lot 035. The subject property is located within an RCD (Regional Commercial District) zoning district and a 55/65-X Height and Bulk district. The subject property, historically known as St. Joseph's Church, is an Article 10 individual landmark (No. 120), located in the California Register Western SOMA Light Industrial and Residential Historic District, and added to the National Register of Historic Places in 1982. The subject property is a former Catholic church constructed in 1913 and designed in the Romanesque Revival style by architect John J. Foley.

c. **64 Potomac Street:** The subject property is located on the east side of Potomac Street between Waller Street and Duboce Park, Assessor's Block 0866 Lot 014. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and
Bulk district. The subject property is a contributing building to the Article 10 Duboce Park Historic District. It is a two story over garage, wood-frame, single-family dwelling built in 1899 and features a gable roof and bay window.

d. **2168 Market Street:** The subject property is located on the north side of Market Street between Sanchez and Church streets, Assessor’s Block 3542 Lot 062. The subject property is located within an NCT (Upper Market Neighborhood Commercial Transit) zoning district and a 40/50-X Height and Bulk district. The subject property is an Article 10 individual landmark (No. 267). It is a three-story wood-frame commercial building constructed in 1907 and designed by master architect August Noridn.

e. **2731-2735 Folsom Street:** The subject property is located on the west side of Folsom Street between 23rd and 24th streets, Assessor’s Block 3640, Lot 031. The subject property is located within the RH-2 (Residential House, Two Family) zoning district and 40-X Height and Bulk district. The subject property is a three-story, wood frame, three-unit residential building with a rectangular plan. The subject property is an Article 10 individual landmark building (No. 276). The subject property was designed in the Beaux-Arts style by architect James Francis Dunn (1874-1921) and constructed in 1900 for James Gaughran.

**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.

**PRIORITY CRITERIA CONSIDERATIONS**

Staff reviewed all applications on the merits of five Priority Consideration. The five priority considerations are:

**Necessity:** The project will require a financial incentive to help ensure the preservation of the property. This criterion will establish that the property is in danger of deterioration and in need of substantial rehabilitation and restoration that has significant associated costs. Properties with open complaints, enforcement cases or violations will not meet this criterion.

**Investment:** The project will result in additional private investment in the property other than for routine maintenance. This may include seismic retrofitting and substantial rehabilitation and restoration work. This criterion will establish that the owner is committed to investing in the restoration, rehabilitation and maintenance the property.

**Distinctiveness:** The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature.

**Recently Designated City Landmarks:** properties that have been recently designated landmarks will be given priority consideration.
Legacy Business: The project will preserve a property at which a business included in the Legacy Business Registry is located. This criterion will establish that the owner is committed to preserving the property, including physical features that define the existing Legacy Business.

PUBLIC/NEIGHBORHOOD INPUT

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

STAFF ANALYSIS

The Department received five Mills Act applications by the May 1, 2019 filing date. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the 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. Please see below for complete analysis.

a. 2251 Webster 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.

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 applicant completed some rehabilitation of the building in 2019, including dry rot repair and painting with an estimated cost of $12,650. The proposed Rehabilitation Plan includes in kind window replacement, interior plaster and lathe repair from and exterior leak, in-kind replacement of the front and rear doors, roof repair and replacement, painting. Rehabilitation work is estimated to cost $113,610 over ten years.

The proposed Maintenance Plan includes annual inspection of the wood siding, windows, and roof. Maintenance work is estimated to cost $2,880 annually. 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.

The subject property meets three of the five Priority Considerations: Necessity, Investment and Distinctiveness. The proposed rehabilitation will require significant associated costs to ensure the preservation of the subject property. The property owner will invest additional money towards
the rehabilitation other than for routine maintenance. Finally, the proposed rehabilitation project will preserve a distinctive example of a grouping of Italianate homes constructed circa 1900. The subject property does not meet the Recently Designated City Landmarks or the Legacy Business criteria. The building was designated an Article 10 landmark district in 1991 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

b. **1401 Howard 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.

The subject property is currently valued by the Assessor’s Office at over $5,000,000 (see attached Market Analysis and Income Approach reports); therefore, an exemption from the tax assessment value is required. The subject property qualifies for an exemption as it is designated an individual landmark under Article 10 of the Planning Code. 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, deterioration or abandonment.

In 2018, the applicant completed a full rehabilitation and restoration of the building and received final approval for the Federal Historic Preservation Tax Incentive in September 2018. Work included the restoration of exterior and interior finishes, seismic strengthening, repair of the slate roof, and restoration of the sheet metal domes. The cost of the completed work was approximately $3,962,310.00.

Future rehabilitation and restoration scope items include full repainting of the interior and exterior. The estimated cost of the proposed rehabilitation work is $291,065.00 over ten years.

The proposed Maintenance Plan includes annual inspection of exterior stucco, metal roof elements, windows, doors, and roof on a regular basis. The applicant will be maintaining interior character defining features identified in the National Register nomination, such as the entry lobby floors, plaster detailing, and woodwork. Maintenance work is estimated to cost $31,040 annually. 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.

The subject property meets two of the five Priority Considerations: Distinctiveness and Investment. The building represents a distinctive example of the Romanesque Revival architectural style. Completed in 2018, the applicant has invested in a full building restoration and rehabilitation scope, including seismic strengthening. The subject application does not meet the Necessity, Recently Designated Landmark, and Legacy Business criteria. The applicant completed a full building rehabilitation and restoration scope in 2018 and the building is in excellent condition; therefore, the application does not meet the Necessity criteria. The building
was designated an Article 10 landmark in 1980 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

c. **64 Potomac 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.

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 proposed Rehabilitation Plan includes seismic strengthening, roof replacement, wood siding repair and painting, front façade window repair, restoration of front stairs, front door and garage door replacement. Rehabilitation work is estimated to cost $126,035 over ten years.

The proposed Maintenance Plan includes annual inspection of roof, gutters and downspouts, windows, doors, foundation, and wood siding and trim. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately $4,000 annually.

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.

The subject property meets three of the five Priority Considerations: Necessity, Investment and Distinctiveness. The proposed rehabilitation will require significant associated costs to ensure the preservation of the subject property. The property owner will invest additional money towards the rehabilitation other than for routine maintenance. Finally, the proposed rehabilitation project will preserve a distinctive example of Victorian style home. The subject property does not meet the Recently Designated City Landmarks or the Legacy Business criteria. The building was designated an Article 10 landmark district in 2013 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

d. **2168 Market 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.

The subject property is currently valued by the Assessor’s Office as under $5,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report.

The proposed Rehabilitation Plan includes repair and restoration of the exterior front entry features such as terrazzo, doors, windows, and brick. Rehabilitation work is estimated to cost $95,160 over ten years.
The proposed Maintenance Plan includes annual inspection of front façade, windows, interior wood elements, and roof. Any needed repairs resulting from inspection will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately $7,500 annually.

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. A Certificate of Appropriateness has been submitted for the following scopes to be completed in the next two to three years: replace existing non historic main doors and supporting framework; replace non-historic glass window facing market street with leaded glass window to match the historic nature of the façade.

The subject property meets three of the five Priority Considerations. It represents an exceptional example of the Arts & Crafts architectural style and therefore meets the Distinctiveness priority consideration. The building was designated an Article 10 landmark in 2015 and was designated on the National Register of Historic Places in 2019 and therefore is a recent landmark. In 2015 the applicant performed a full building rehabilitation, including seismic strengthening and elevator upgrades, at the subject property; therefore, the subject property not meet the Necessity or Investment criteria. Café du Nord, a registered Legacy Business ca. 2016, is located at the subject property and will continue to operate as such.

e. **2731-2735 Folsom 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.

The subject property is currently valued by the Assessor’s Office at over $3,000,000 (see attached Market Analysis and Income Approach reports); therefore, an exemption from the tax assessment value is required. The subject property qualifies for an exemption as it is designated an individual landmark under Article 10 of the Planning Code. 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, deterioration or abandonment.

The building underwent a full rehabilitation c.2014 which included full re-painting of all elevations, façade restoration, structural strengthening, and re-roofing. The proposed Rehabilitation Plan includes dry rot repair of wood elements at the base of the building, repair and restoration of windows, improve site drainage against foundation of building, repaint exterior, replace roof flashing, and fully re-roof the building. Rehabilitation work is estimated to cost $305,573 over ten years.

The proposed Maintenance Plan includes annual inspection of gutters and downspouts, windows, front facade, and roof. Any needed repairs resulting from inspection will be made in
kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately $5,148 annually.

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.

The subject property meets three of the five Priority Considerations: Distinctiveness, Investment and Recently Designated City Landmark. The subject property represents a distinctive and well-preserved example of the Beaux-Arts style architecture. The property owner will be investing additional money towards the rehabilitation other than for routine maintenance. Additionally, in 2017 the City of San Francisco designated the subject building as an individual landmark under Article 10. The subject property does not meet the Necessity and Legacy Business criteria. In 2014, a full building rehabilitation, including seismic strengthening, was performed therefore the building is in good condition. Furthermore, the building is fully occupied and is not in danger of deterioration or abandonment. A Legacy Business is not located at the subject property.

ASSESSOR-RECORDER INFORMATION

Based on information received from the Assessor-Recorder, the following properties will receive an estimated first year reduction as a result of the Mills Act Contract. Please refer to the attached Preliminary Valuation spreadsheet prepared by the Assessor for detailed information about each property.

a) **2251 Webster Street**: Estimated Property Tax Savings of **$14,184** (a 66.37% reduction from factored base year value)

b) **1401 Howard Street**: Estimated Property Tax Savings of **$66,974** (a 31.20% reduction from factored base year value)

c) **64 Potomac Street**: Estimated Property Tax Savings of **$22,679** (a 76.47% reduction from factored base year value)

d) **2168 Market Street**: Estimated Property Tax Savings of **$0** (a 0.00% reduction from factored base year value). The property owner is aware that they will not receive a tax savings but would like to move forward with the Mills Act knowing that the property will be re-evaluated in the future.

e) **2731-2735 Folsom Street**: Estimated Property Tax Savings of **$35,495** (a 49.46% reduction from factored base year value)
PLANNING DEPARTMENT RECOMMENDATION

- The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending approval of the Mills Act Historical Property Contracts and Rehabilitation and Maintenance Plans to the Board of Supervisors for the following properties:

  a. 2251 Webster Street
  b. 1401 Howard Street
  c. 64 Potomac Street
  d. 2168 Market Street
  e. 2731-2735 Folsom Street

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 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. 2251 Webster Street:
   Site & Aerial Photos
   Draft Resolution
   Draft Mills Act Historical Property Contract
   Draft Rehabilitation Program & Maintenance Plan
   Draft Mills Act Valuation provided by the Assessor-Recorder’s Office
   Pre-Approval Inspection Report
   Mills Act Application

b. 1401 Howard Street:
   Site & Aerial Photos
   Draft Resolution
   Draft Mills Act Historical Property Contract
   Draft Rehabilitation Program & Maintenance Plan
   Draft Mills Act Valuation provided by the Assessor-Recorder’s Office
   Pre-Approval Inspection Report
   Mills Act Application
c. **64 Potomac Street:**
   Site & Aerial Photos
   Draft Resolution
   Draft Mills Act Historical Property Contract
   Draft Rehabilitation Program & Maintenance Plan
   Draft Mills Act Valuation provided by the Assessor-Recorder’s Office
   Pre-Approval Inspection Report
   Mills Act Application

d. **2168 Market Street:**
   Site & Aerial Photos
   Draft Resolution
   Draft Mills Act Historical Property Contract
   Draft Rehabilitation Program & Maintenance Plan
   Draft Mills Act Valuation provided by the Assessor-Recorder’s Office
   Pre-Approval Inspection Report
   Mills Act Application

e. **2731-2735 Folsom Street:**
   Site & Aerial Photos
   Draft Resolution
   Draft Mills Act Historical Property Contract
   Draft Rehabilitation Program & Maintenance Plan
   Draft Mills Act Valuation provided by the Assessor-Recorder’s Office
   Pre-Approval Inspection Report
   Mills Act Application
   Historic Structure Report
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<th>Owner Occupied</th>
<th>Year Built</th>
<th>Square Feet</th>
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<th>Restricted Value by Income</th>
<th>Market Value</th>
<th>Taxable Mills Act Value</th>
<th>Reduction in Assessed Value</th>
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Three Way Value Comparison

Lesser of the 3 Comparisons
Case No.: 2019-006323MLS
Project Address: 2251 Webster Street (District 2)
Landmark District: Contributor to the Webster Street Historic District
Zoning: RH-2 (Residential-House, Two-Family District)
Height & Bulk: 40-X
Block/Lot: 0612/001A
Applicant: Sally A. Sadosky Revocable Trust
2251 Webster Street
San Francisco, CA 94115
ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 2251 WEBSTER 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 2251 Webster Street is a contributor to the Webster Street Historic District and thus qualifies as a historical property for purposes of the Mills Act; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 2251 Webster Street, which are located in Case Docket No. 2019-006323MLS. The Planning Department recommends approval of the draft Mills Act historical property contract, rehabilitation program, and maintenance plan; and
WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 2251 Webster 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 2, 2019, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 2251 Webster Street, which are located in Case Docket No. 2019-006323MLS.

THEREFORE BE IT RESOLVED That the HPC hereby recommends that the Board of Supervisors approve the draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 2263 Webster Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED That the HPC hereby directs its Commission Secretary to transmit this Resolution, the draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 64 Potomac Street, and other pertinent materials in the case file 2019-006323MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 2, 2019.

Jonas P. Ionin
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED: October 2, 2019
CALIFORNIA MILLS ACT
HISTORIC PROPERTY AGREEMENT

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation (“City”) and Sally A. Sadosky Revocable Trust (“Owner”).

RECITALS

Owner is the owner of the property located at 2251 Webster Street, in San Francisco, California (Block 0612, Lot 001A). The building located at 2251 Webster Street is designated as a contributor to the Webster Street Historic 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.

Owner desires to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owner’s application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost one hundred twenty six thousand two hundred sixty dollars ($126,260.00). (See Rehabilitation Plan, Exhibit A.) Owner’s application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately two thousand eight hundred eighty dollars ($2,880.00) 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.

Owner desires 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 Owner 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. Owner 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 Owner 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 Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner 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. Owner 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, Owner shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owner 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), Owner 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 Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner 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 Owner may mutually agree to terminate this Agreement. Upon such termination, Owner 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 Owner shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.
5. **Insurance.** Owner shall secure adequate property insurance to meet Owner’s 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, Owner 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 the interior and exterior of the Historic Property, to determine Owner’s compliance with this Agreement. Throughout the duration of this Agreement, Owner 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 Owner 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 Owner 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 Owner 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 Owner. Upon receipt by the Owner of a notice of nonrenewal from the City, Owner 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 Owner 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, Owner shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owner 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) Owner’s failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;
   (b) Owner’s failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;
   (c) Owner’s failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;
(d) Owner’s failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
(e) Owner’s failure to pay any fees requested by the City as provided in Paragraph 10 herein;
(f) Owner’s failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
(g) Owner’s 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 Owner has 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 Owner 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, Owner 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 Owner 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 Owner has breached this Agreement, the City shall give the Owner written notice by registered or certified mail setting forth the grounds for the breach. If the Owner does 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 Owner set forth in this Agreement. The City does not waive any claim of default by the Owner if it does not enforce or cancel this Agreement.

15. Indemnification. The Owner 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 Owner, their Agents or Invitees; (c) the condition of the Historic Property; (d)
any construction or other work undertaken by Owner on the Historic Property; or (e) any claims by unit or interval Owner 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 Owner’s obligation to indemnify City, Owner specifically acknowledges and agrees 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 Owner by City, and continues at all times thereafter. The Owner’s 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 Owner. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owner who entered into the Agreement.

18. **Legal Fees.** In the event that either the City or the Owner fails 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 Owner 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 Owner signs as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owner 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 Owner is 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: ______________
___Carmen Chu, Assessor-Recorder

By: ________________________________ DATE: ______________
___John Rahaim, Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: ________________________________ DATE: ______________
___Andrea Ruiz-Esquide, Deputy City Attorney

OWNERS

By: ________________________________ DATE: ______________
___Sally A Sadosky, Owner

OWNER(S) SIGNATURE(S) MUST BE NOTARIZED.
ATTACH PUBLIC NOTARY FORMS HERE.
### Exhibit A: Rehabilitation/Restoration Plan: 2251 Webster Street

<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: West and NW Exterior (Back of House)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Completed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2019</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$12,650</td>
</tr>
<tr>
<td><strong>Description of Work:</strong> Exterior Restoration and Painting</td>
<td></td>
</tr>
<tr>
<td>Exterior painting was required due to old age (more than 8 years ago). Also water was noted coming in through the west facing window on the second floor and the doors on the west side first floor. Both restoration by fixing the leak as well as prepping and painting was required. Invoice of work details attached.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Second story Windows facing West</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2022</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$14,000</td>
</tr>
<tr>
<td><strong>Description of Work:</strong> Replacement of Windows</td>
<td></td>
</tr>
<tr>
<td>Replace the second story west facing windows in kind. The windows are regularly maintained, repaired and painted however full replacement is necessary due to extensive dry rot. Replacement windows will match profile, materials and design of original windows.</td>
<td></td>
</tr>
<tr>
<td>Estimate attached + an additional $2k for painting which is not included in this bid.</td>
<td></td>
</tr>
</tbody>
</table>

*Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*
<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Interior plaster and lathe replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2022</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$1500</td>
</tr>
<tr>
<td><strong>Description of Work:</strong></td>
<td>Repair the interior plaster and lathe</td>
</tr>
<tr>
<td></td>
<td>Work to be done in conjunction with the window replacement on west elevation. Clean and repair the plaster and lathe that was damaged due to a recently repaired leak on the exterior of the building. Estimate attached.</td>
</tr>
</tbody>
</table>

Work will be done in conformance with the Secretary of the Interior’s Standards and in accordance with the National Park Service’s Preservation Brief #21: Repairing Historic Flat Plaster Walls and Ceilings.

<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Windows facing East</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2023</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$24,000</td>
</tr>
<tr>
<td><strong>Description of Work:</strong></td>
<td>Replacement of Windows</td>
</tr>
<tr>
<td></td>
<td>Replace all east facing windows in kind + 1 first story window in the west facing window well in kind.. The windows are regularly maintained, repaired and painted however full replacement is necessary due to extensive dry rot. Replacement windows will match profile, materials and design of original windows.</td>
</tr>
<tr>
<td></td>
<td>Estimate attached + an additional $2k for painting which is not included in this bid.</td>
</tr>
</tbody>
</table>

Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.
<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Roof</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type:</td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td>Contract Year for Work Completion:</td>
<td>2025</td>
</tr>
<tr>
<td>Total Cost:</td>
<td>$3200</td>
</tr>
<tr>
<td>Description of Work: Repair Roof</td>
<td></td>
</tr>
<tr>
<td>1) Clean up drain and entire roof</td>
<td></td>
</tr>
<tr>
<td>2) Seal all nail exposures with strong roof chalking</td>
<td></td>
</tr>
<tr>
<td>3) Seal all roof penetrations such as roof jacks, air vents, chimney</td>
<td></td>
</tr>
<tr>
<td>4) Replace one air vent flashing that is installed improperly. It needs a roof membrane torch down to prevent future leaks.</td>
<td></td>
</tr>
</tbody>
</table>

Estimate for work in 2025 is attached

All work will be done in conformance with the Secretary of the Interior’s Standards.

<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: East Exterior (front of the house)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type:</td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td>Contract Year for Work Completion:</td>
<td>2026</td>
</tr>
<tr>
<td>Total Cost:</td>
<td>$31,910</td>
</tr>
<tr>
<td>Description of Work: Restoration and Painting the Front Exterior</td>
<td></td>
</tr>
<tr>
<td>Restoration work will include: replace flashing on five of the window ledges, two bay window ledges and front door ledge to prevent further dry rot. Replacing several of the trim pieces where moisture is entering and causing dry rot. Pieces will be replicated to be exactly as original</td>
<td></td>
</tr>
</tbody>
</table>

Painting of work will include: Sanding and prep weak spots to avoid future water and dry rot. Bondo and/or Caulk all seams on trim pieces, windows, doors as necessary, putty all nail holes. Paint front door, make any necessary restoration work to the front door.

Estimates based on if the work was to be done in 2019:
Scaffolding estimate $1,960; Restoration estimate: $6,500. Painting estimate to match current 7 color scheme $23,450 Note, Invoice attached from 2014. Similar scope of work. $21,609.
Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: West Facing Exterior door to Garage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2028</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$2500</td>
</tr>
<tr>
<td><strong>Description of Work:</strong></td>
<td>Replace Door leading into the back of the garage</td>
</tr>
</tbody>
</table>

A contractor recently inspected the exterior rear door to the garage and highly recommended having it replaced due to dry rot and safety. New door will be a simple wood door that is compatible with the design of the building and the historic district.

See the window estimate from Ocean Window and Door. Door estimate is $1500 + labor which is all included in the window bid.

<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Roof</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2029</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>Description of Work:</strong></td>
<td>Roof Replacement</td>
</tr>
</tbody>
</table>

A full roof replacement in kind plus and additional restoration work needed as determined at that time.

*Work will be done in conformance with the Secretary of the Interior’s Standards.*
<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Front Door (which is original)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2029</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$16,500</td>
</tr>
</tbody>
</table>

**Description of Work: Replace or continually repair the Front Door**

Replace original front door with new custom wood door to replicate the existing door. Current door is regularly painted and repaired as needed, but due to age, the wood is splitting and the seams are coming apart a little bit more each year.

(Estimate based on estimate provided by neighbor who has identical door)

*Work will be done in conformance with the Secretary of the Interior’s Standards.*
Exhibit B: Maintenance Plan: 2251 Webster Street

<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Front and rear exterior: East and West Facing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong> Maintenance: Completed and Proposed</td>
<td></td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong> 2019 and each year when major painting work is not being scheduled</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost:</strong> $1,800 per year once a year (minus the years where painting is happening)</td>
<td></td>
</tr>
<tr>
<td><strong>Description of Work:</strong> Professional wash Front and Rear Exterior Building</td>
<td></td>
</tr>
</tbody>
</table>

Professional wash on the exterior of the building

Estimate from 2017 attached and only for the front of the house. Note: 2018 front washing only was paid for by neighbor due to their massive construction project.

All washing will be performed using the gentlest means possible.

Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.
**Scope Number**

**Building Feature:** Front and rear exterior: East and West Facing

**Type:** Maintenance: Proposed

**Contract Year for Work Completion:** 2020 and each year when major painting work is not being scheduled

**Total Cost:** $600

**Description of Work:** Inspect all the wooden elements of the house when the washing is being performed

When doing the professional washing, the painter and his crew agreed to inspect the front and back of the house. They will inspect the wooden elements of the façade and windows looking for damage or deterioration. If 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 building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood). 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.

The estimate for the inspection only is an annotation on Maintenance Scope 1 estimate as a result of a phone conversation with my painter/contractor.

*Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.*
<table>
<thead>
<tr>
<th><strong>Scope Number</strong></th>
<th><strong>Building Feature:</strong> Front and Rear Windows</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Maintenance, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2019 and each year twice a year</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$480 each year ($240 twice a year)</td>
</tr>
<tr>
<td><strong>Description of Work:</strong></td>
<td>Window Washing twice a year</td>
</tr>
</tbody>
</table>

Professionally wash every window and check for leaks.

See estimate attached.

_Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings._
2251 Webster Street
## FACTORED BASE YEAR (Roll) VALUE

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$1,286,323</td>
</tr>
<tr>
<td>Improvements</td>
<td>$551,280</td>
</tr>
<tr>
<td>Personal Prop.</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,837,603</td>
</tr>
</tbody>
</table>

## INCOME CAPITALIZATION APPROACH

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$432,600</td>
</tr>
<tr>
<td>Improvements</td>
<td>$185,400</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$618,000</td>
</tr>
</tbody>
</table>

## SALES COMPARISON APPROACH

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$1,288,000</td>
</tr>
<tr>
<td>Improvements</td>
<td>$552,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,840,000</td>
</tr>
</tbody>
</table>

## Property Description

- **Property Type:** SFR
- **Year Built:** 1900
- **Neighborhood:** Pacific Heights
- **Type of Use:** SFR
- **Total Living Area:** 1586
- **Land Area:** 1,054
- **Owner-Occupied:** Yes
- **Stories:** 2
- **Zoning:** RH-2
- **Unit Type:** Residential
- **Parking Spaces:** 1 Car Garage
- **View:** Buildings
- **Condition:** Good
- **Total No. of Units:** 1

## Special Conditions (Where Applicable)

The analysis and conclusions developed in this report were derived in part from the observations made during an on-site property inspection completed on 9/10/2019.

## Conclusions and Recommendations

<table>
<thead>
<tr>
<th>Description</th>
<th>Per SF</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factored Base Year Roll Value</td>
<td>$1,159</td>
<td>$1,837,603</td>
</tr>
<tr>
<td>Income Approach - Direct Capitalization</td>
<td>$390</td>
<td>$618,000</td>
</tr>
<tr>
<td>Sales Comparison Approach</td>
<td>$1,160</td>
<td>$1,840,000</td>
</tr>
</tbody>
</table>

**Recommended Value Estimate:**

- $390
- $618,000

**Appraiser:** Bryan Bibby  
**Principal Appraiser:** James Bias  
**Date of Report:** 9/12/2019
### INCOME APPROACH

**Address:** 2251 Webster Street  
**Lien Date:** 7/1/2019

<table>
<thead>
<tr>
<th></th>
<th>Monthly Rent</th>
<th>Annualized</th>
<th>Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Gross Income*</td>
<td>$6,500</td>
<td>12</td>
<td>$78,000</td>
</tr>
<tr>
<td>Less: Vacancy &amp; Collection Loss</td>
<td></td>
<td>3%</td>
<td>($2,340)</td>
</tr>
<tr>
<td>Effective Gross Income</td>
<td></td>
<td></td>
<td>$75,660</td>
</tr>
<tr>
<td>Less: Anticipated Operating Expenses (Pre-Property Tax)**</td>
<td></td>
<td>15%</td>
<td>($11,349)</td>
</tr>
<tr>
<td><strong>Net Operating Income (Pre-Property Tax)</strong></td>
<td></td>
<td></td>
<td><strong>$64,311</strong></td>
</tr>
</tbody>
</table>

#### Restricted Capitalization Rate
- 2019 interest rate per State Board of Equalization: 4.7500%
- Risk rate (4% owner occupied / 2% all other property types)***: 4.0000%
- 2018 property tax rate ****: 1.1630%
- Amortization rate for improvements only
  - Remaining economic life (Years): 60
  - 0.0167
  - 0.5000%
  - 10.4130%

### RESTRICTED VALUE ESTIMATE

**$617,603**

Rounded: **$618,000**

**Notes:**

- Potential Gross Income was based on the rental comps selected on the next page. The comps that were considered included single family homes as well as condos & apartment units since the subject featured a common "party" wall & foundation with the property next door (2249 Webster St.) per taxpayer’s assertions. A visual inspection of the back of the house revealed a common sloped roof line that covered both 2249 and 2251 Webster Street, respectively. These property elements, plus the subject's modest living area, exhibited some property attributes that are similar to condo & apartment unit type properties. In consideration of this, the comp analysis focused on candidate properties that appeared to have an overall similar utility and prospective tenant appeal to the subject's overall utility and appeal. The resulting comps selected yielded a monthly rental range of $6,495 to $6,795 & equated to a range of $3.82/sf/month to $5.91/sf/month. The projected rent for the subject was concluded at $6,500/month or $4.10/sf/month equating to $49.18/sf/annually. Of note, the rental range amounts and rent per square foot, as well as, the comps' key amenity indicators were all bracketed in the rent conclusion amount.

- Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.


- The 2019 property tax rate will be determined in September, 2019. The 2018 tax rate is the most recent established tax rate as of the reporting date and was used for this analysis.
### Rent Comparables

<table>
<thead>
<tr>
<th>Rental Comp #1</th>
<th>Rental Comp #2</th>
<th>Rental Comp #3</th>
<th>Rental Comp #4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Listing Agent:</strong> Gordon Property Management</td>
<td><strong>Trulia Rental Network</strong></td>
<td><strong>ForRent.com</strong></td>
<td><strong>Bay Property Group</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> 404 Clipper Street</td>
<td><strong>503 Page Street</strong></td>
<td><strong>4424 18th Street</strong></td>
<td><strong>1022 Cole Street</strong></td>
</tr>
<tr>
<td><strong>Cross Streets:</strong> Diamond Street</td>
<td><strong>Fillmore Street</strong></td>
<td><strong>Eureka Street</strong></td>
<td><strong>Parnassus Street</strong></td>
</tr>
<tr>
<td><strong>SF:</strong> 1,516</td>
<td><strong>1,700</strong></td>
<td><strong>1,190</strong></td>
<td><strong>1,500</strong></td>
</tr>
<tr>
<td><strong>Layout:</strong> SFR/3/1, 2, 5, 1 car/good cond/part bay/bl/dgs views</td>
<td><strong>Condo/2/2, 1 car/good cond/city lights/bl/dgs view</strong></td>
<td><strong>Condo/5/2/1, no parking/good cond/bl/dgs view</strong></td>
<td><strong>Flat/6/2/2, no parking/good cond/bl/dgs view</strong></td>
</tr>
<tr>
<td><strong>Monthly Rent</strong></td>
<td><strong>$6,500</strong></td>
<td><strong>$6,573</strong></td>
<td><strong>$6,495</strong></td>
</tr>
<tr>
<td><strong>Rent/Floor/Unit</strong></td>
<td><strong>$4.29</strong></td>
<td><strong>$6.52</strong></td>
<td><strong>$4.33</strong></td>
</tr>
<tr>
<td><strong>Annual Rent/Floor/Unit</strong></td>
<td><strong>$51.45</strong></td>
<td><strong>$66.28</strong></td>
<td><strong>$51.96</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rental Comp #5</th>
<th>Rental Comp #6</th>
<th>Rental Comp #7</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Listing Agent:</strong> Compass Realty</td>
<td><strong>Redfin</strong></td>
<td><strong>Gordon Property Management</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> 38/71 19th Street #/#</td>
<td><strong>1430 Jefferson Street</strong></td>
<td><strong>1800 Broadway #/B</strong></td>
</tr>
<tr>
<td><strong>Cross Streets:</strong> Church Street</td>
<td><strong>Webster Street</strong></td>
<td><strong>Gough Street</strong></td>
</tr>
<tr>
<td><strong>SF:</strong> 1,199</td>
<td><strong>1,583</strong></td>
<td><strong>1,100</strong></td>
</tr>
<tr>
<td><strong>Layout:</strong> Condo/2/2, 5, 1 car/good cond/bl/dgs view</td>
<td><strong>Condo/4/2, 5, 1 car/good cond/bl/dgs view</strong></td>
<td><strong>Condo/Unit/4/2, 2, no parking/good cond/bl/dgs view</strong></td>
</tr>
<tr>
<td><strong>Monthly Rent</strong></td>
<td><strong>$6,595</strong></td>
<td><strong>$6,785</strong></td>
</tr>
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</table>
### SINGLE FAMILY MARKET ANALYSIS

<table>
<thead>
<tr>
<th>Subject-A</th>
<th>Sale 1-B</th>
<th>Sale 2-C</th>
<th>Sale 3-D</th>
</tr>
</thead>
<tbody>
<tr>
<td>APN</td>
<td>0612-001A</td>
<td>8535-003</td>
<td>1023-002</td>
</tr>
<tr>
<td>Address</td>
<td>2251 Webster Street</td>
<td>2019 Webster Street</td>
<td>1819 Baker Street</td>
</tr>
<tr>
<td>Sales Price</td>
<td>$2,250,000</td>
<td>$1,600,000</td>
<td>$1,900,000</td>
</tr>
<tr>
<td>Sale Price / SquareFoot</td>
<td>$1,074</td>
<td>$1,268</td>
<td>$1,315</td>
</tr>
<tr>
<td>Date of Valuation/Sale</td>
<td>07/01/19</td>
<td>02/21/19</td>
<td>12/10/18</td>
</tr>
<tr>
<td>Neighborhood</td>
<td>Pacific Heights</td>
<td>Pacific Heights</td>
<td>Pacific Heights</td>
</tr>
<tr>
<td>Proximity to Subject</td>
<td>--</td>
<td>Reasonable Proximity</td>
<td>Reasonable Proximity</td>
</tr>
<tr>
<td>Land Area</td>
<td>1,054</td>
<td>2,012</td>
<td>2,852</td>
</tr>
<tr>
<td>View Type</td>
<td>Building Type</td>
<td>Similar To Subject</td>
<td>Similar To Subject</td>
</tr>
<tr>
<td>Year Built</td>
<td>1900</td>
<td>1900</td>
<td>1900</td>
</tr>
<tr>
<td>Condition Type</td>
<td>Good</td>
<td>Good</td>
<td>Inferior</td>
</tr>
<tr>
<td>Traffic</td>
<td>Typical</td>
<td>Typical</td>
<td>Typical</td>
</tr>
<tr>
<td>Building Area</td>
<td>1,586</td>
<td>2,094</td>
<td>(254,000)</td>
</tr>
<tr>
<td>Total Number of Rooms</td>
<td>5</td>
<td>7</td>
<td>5</td>
</tr>
<tr>
<td>Bedroom Count</td>
<td>2</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>Bath Count</td>
<td>2</td>
<td>2.5</td>
<td>(250,000)</td>
</tr>
<tr>
<td>Number of Stories</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Parking Type/Count</td>
<td>1 Car Garage</td>
<td>2 Car Garage</td>
<td>1 Car Garage</td>
</tr>
<tr>
<td>Bonus Rooms</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Net Adjustments</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Indicated Value</td>
<td>$1,840,000</td>
<td>$1,839,000</td>
<td>$1,765,000</td>
</tr>
<tr>
<td>Adjust. $ Per Sq. Ft.</td>
<td>$1,160</td>
<td>$1,160</td>
<td>$1,113</td>
</tr>
</tbody>
</table>

**VALUE CONCLUSION:**

- Low: $1,160,000
- High: $1,892,000

**REMARKS:**

The subject's property attributes & condition elements were based on historical listing data, DBI permit history, ASR records, Mills Act Application details and observations made during a property inspection on 9/10/2019. The subject features past updates to the kitchen and master bath as noted per the listing history. A second bath was added in October, 2005 per DBI that effectively reduced the bedroom count to two bedrooms. The general roof condition shows an extended life up to 5 years per the roofing contractor & customized exterior painting was completed in 2014 per the property owner statements. Further, additional exterior repair and paint work done at the back of the house was completed in 2019 as noted in the Mills Act Application packet.

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

- Lot Area adj. based on per square foot of: $60
- GLA adjustment based on per square foot of: $500

Page 6
PRE-APPROVAL INSPECTION REPORT

Report Date: May 24, 2019
Inspection Date: May 16, 2019; 9:30am
Filing Date: May 1, 2019
Case No.: 2019-006323MLS
Project Address: 2251 Webster Street
Block/Lot: 0612/001A
Eligibility: Contributor to the Webster Street Historic District
Zoning: RH-2 – Residential-House, Two-Family
Height &Bulk: 40-X
Supervisor District: District 2 (Catherine Stefani)
Project Sponsor: Sally Ann Sadosky
Address: 2251 Webster Street
San Francisco, CA 94115
415-298-0036
ssadosky@gmail.com
Staff Contact: Michelle Taylor – (415) 575-9197
Michelle.taylor@sfgov.org
Reviewed By: Tim Frye – (415) 575-6822
tim.frye@sfgov.org

PRE-INSPECTION
☑ Application fee paid
☑ Record of calls or e-mails to applicant to schedule pre-contract inspection

5/7/2019: Email applicant to schedule site visit.

5/14/2019: Email applicant to follow up on scheduling site visit.

5/15/2019: Email applicant to confirm site visit.
INSPECTION OVERVIEW
Date and time of inspection: Thursday, May 16, 2019, 9:30am

Parties present: Michelle Taylor, Shannon Ferguson, Sally Sadosky

☑ 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

☑ 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

2251 Webster Street (District 2) is located on the west side of Webster Street between Washington and Clay streets, Assessor’s Block 0612, Lot 001A. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and Bulk district. The subject property is a contributing building to the Webster Street Historic District. It is a two-story, plus basement, wood-frame, single-family dwelling designed in the Italianate style and built in circa 1900.

The subject property is currently valued by the Assessor’s Office at under $3,000,000. Therefore, an exemption from the tax assessment value is not required.

The applicant has completed dry rot repair and exterior painting along with repairs and maintenance on the windows in 2019. The subject property was previously seismically strengthened at the east, west, and south walls and half of the north wall; the applicant has determined that seismically strengthening the remaining portion of the north wall is cost prohibitive at this time. The rehabilitation plan proposes to repair or replace windows in kind, repair interior plaster and lathe damaged by a leaking window, repair or replace the front door in kind, repair roofing, full roof replacement, replace rear exterior door, and paint and restoration of façade. The estimated cost of the proposed rehabilitation work is $92,060.

The maintenance plan proposes to inspect and make any necessary repairs to the siding, windows, front porch, and roof on an annual basis. The estimated cost of maintenance work is $2,880 annually.
MILLS ACT HISTORICAL PROPERTY CONTRACT

Application Checklist:

Applicant should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. Saying "No" to any of the following questions may nullify the timelines established in this application.

1. Mills Act Application
   - Has each property owner signed? [YES/NO]
   - Has each signature been notarized? [YES/NO]

2. High Property Value Exemption Form & Historic Structure Report
   - Required for Residential properties with an assessed value over $3,000,000 and Commercial/Industrial properties with an assessed value over $5,000,000.
   - Have you included a copy of the Historic Structures Report completed by a qualified consultant? [YES/NO]

3. Draft Mills Act Historical Property Contract
   - Are you using the Planning Department's standard "Historical Property Contract"? [YES/NO]
   - Have all owners signed and dated the contract? [YES/NO]
   - Have all signatures been notarized? [YES/NO]

4. Notary Acknowledgement Form
   - Is the Acknowledgement Form complete? [YES/NO]
   - Do the signatures match the names and capacities of signers? [YES/NO]

5. Draft Rehabilitation/Restoration/Maintenance Plan
   - Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year, including all supporting documentation related to the scopes of work? [YES/NO]

6. Photographic Documentation
   - Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled? [YES/NO]

7. Site Plan
   - Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions? [YES/NO]

8. Tax Bill
   - Did you include a copy of your most recent tax bill? [YES/NO]

9. Rental Income Information
   - Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.? [YES/NO]

10. Payment
    - Did you include a check payable to the San Francisco Planning Department?
    - Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications. [YES/NO]

11. Recordation Requirements
    - A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be accompanied by the following in order to meet recording requirements:
      - All approvals, signatures, recordation attachments
      - Fee: Check payable to the Office of the Assessor-Recorder in the appropriate recording fee amount
      - Please visit www.slassessor.org for an up-to-date fee schedule for property contracts.
      - Preliminary Change of Ownership Report (PCOR). Please visit www.slassessor.org for an up-to-date PCOR (see example on page 20).

Mills Act Application

2959
Addendum: Priority Consideration Criteria

I am pleased to submit to the Board of Supervisors and the SF Planning Department my application for the Mills Act.

I believe my property at 2251 Webster qualifies for the Mills Act given my experience living in the house since June 2011.

Priority Consideration Criteria

Necessity:

In 2014, I did not know about the Mills Act and funded the exterior painting work myself. It was a much bigger project than I anticipated and began to realize the high expense associated with keeping an historic property in the world-class condition that it deserves.

Since that time, I have done the minimum required to maintain this house simply because of the costs. I am a single income earner and sole owner of this property. The overall expenses, if I did everything required, simply exceed my current budget and income. When I learned about the Mills Act, I was thrilled at the possibility of having tax savings that can be put right back into the maintenance of the structure.

In 2019, because of some water leak/damage, I had to repair part of the house around the back door and back window. At that time, I had the painter paint the interior windows (which I had painted in 2011 as well). He warned me in 2011, and then insisted in 2019, that all these windows are very near end of life. His ‘bondo’ work might last 2-3 more years, but then he would not likely be able to do further repairs. They would all have to be replaced. He also mentioned that this would help my heating bills and act as a significant sound barrier from Webster St and Washington St. Sadly, the window estimate is over $20k. Without a significant tax break that I can apply, I will not likely be able to undertake this project. The same holds true when the roof is required to be replaced.

Distinctiveness:

This row of houses on Webster St are designated historic for good reason.

1) Every afternoon at about 1pm, the Victorian Walking Tour Group stops in front of my address. The Guide goes into the history of the Italianate style of homes and uses my specific house as the perfect example of “classic Victorian style” with its 7 color design. The Guide then points to the all-black house at the end of our row as the modern take on the Victorian. I am extremely proud of my 7 color design that I worked closely with Bob Buckter, Dr Color, a noted colorist for the Victorians.

2) There are 2 pages in the book *Fables and Gables* dedicated to my address (2251) and 2249 specifically. Both have a colorful and, sometimes, sordid history. I understand that our whole row of 5 houses is designated historic, in part, because they are the only existing Italianates that are true townhouses (where we share walls).

3) In the Dec 2018 issue of 7x7 Magazine, my house was photo’d as an example of the “classic Christmas” and in 2017, Neale Haynes, a famous London photographer, Instagrammed my house during his vacation in San Francisco and shared it with his followers and posted it on his website. I stumbled upon both of these through friends recognizing my house and forwarding the photos to me!

While not as popular as the Mrs Doubtfire house on Steiner St., countless tourists nearly every day, with their guidebooks in hand, stop to admire, photograph my property and our row of homes. They learn why San Francisco is an amazing city.

I feel obligated and proud to keep this house in pristine condition, but sadly, my financial situation does not allow me to do all that I want to do.

With the Mills Act, I 100% intend on putting the tax savings right back into the house, in additional to applying additional funds as necessary. I do not intend to save any money from the Mills Act, rather, it affords me to do the work that my house deserves.

Thank you for your consideration and I look forward to working with you over the next 10 years.
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.)

<table>
<thead>
<tr>
<th>PROPERTY OWNER 1 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALLY ANN SADOFSKY (Trustee)</td>
<td>(619) 298-0036</td>
</tr>
<tr>
<td>PROPERTY OWNER 1 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 2 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( )</td>
</tr>
<tr>
<td>PROPERTY OWNER 2 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 3 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( )</td>
</tr>
<tr>
<td>PROPERTY OWNER 3 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
</tbody>
</table>

2. Subject Property Information

<table>
<thead>
<tr>
<th>PROPERTY ADDRESS:</th>
<th>ZIP CODE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2251 Webster St, San Francisco</td>
<td>94115</td>
</tr>
<tr>
<td>PROPERTY PURCHASE DATE:</td>
<td>ASSESSOR BLOCK/LOT(S):</td>
</tr>
<tr>
<td>4/29/2011</td>
<td>06/21/0014</td>
</tr>
<tr>
<td>MOST RECENT ASSESSED VALUE:</td>
<td>ZONING DISTRICT:</td>
</tr>
<tr>
<td>$1,794,572</td>
<td>RH-2 - Residential - House</td>
</tr>
</tbody>
</table>

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: /Sally Ann Sadofsky/ Date: 4/29/2019

Owner Signature: Date:

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:

SALLY A SADOFSKY TRUSTEE

SALLY A SADOFSKY TRUSTEE

MOST RECENT ASSESSED PROPERTY VALUE:

$1,794,572

PROPERTY ADDRESS:

2251 WEBSTER ST SAN FRANCISCO CA 94115

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: 4/29/2019

Owner Signature: ____________________________ Date:

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

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

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

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

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.

<table>
<thead>
<tr>
<th>#</th>
<th>(Provide a scope number)</th>
<th>BUILDING FEATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Rehab/Restoration</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT YEAR FOR WORK COMPLETION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COST (rounded to nearest dollar):</td>
</tr>
</tbody>
</table>

DESCRIPTION OF WORK:

See Attached Sheets
California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)
2251 Webster St
San Francisco, California

PROPERTY ADDRESS
94115

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

RECITALS

Owners are the owners of the property located at 2251 Webster St, in San Francisco, California. The building located at 2251 Webster St is designated as Historic and Conservation Districts Article 10 Landmarks and is also known as the Webster St. 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 ($ ). 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 ($ ) 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 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

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.


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.


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.


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.

Mills Act Application
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.


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 internal 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.


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


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.


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.


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


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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARMEN CHI</td>
<td>ASSESSOR-RECORDER</td>
<td></td>
</tr>
<tr>
<td>CITY &amp; COUNTY OF SAN FRANCISCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOHN RAHAIM</td>
<td>DIRECTOR OF PLANNING</td>
<td></td>
</tr>
<tr>
<td>CITY &amp; COUNTY OF SAN FRANCISCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DENNIS HERRERA</td>
<td>APPROVED AS PER FCRM:</td>
<td></td>
</tr>
<tr>
<td>CITY ATTORNEY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY &amp; COUNTY OF SAN FRANCISCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Print name OWNER</td>
<td></td>
<td></td>
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</tbody>
</table>

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 ACKNOWLEDGMENT
California 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 5/1/19 before me, Damian Delgado, Notary Public, personally appeared Sally Ann Gorgeous, 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)

OPTIONAL

Additional information provided in this section is not required however may deter fraudulent attachment of this certificate to a document other than originally intended.

Description of Attached Document:
Title or Type of Document: Application for Wills Act
Document Date: 5/1/19
Number of Pages: 1
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s):
Signer’s Name: Sally Ann Gorgeous
Capacity Claimed:
☐ Individual ☐ Trustee ☐ Attorney-in-Fact
☐ Guardian or Conservator
☐ Corporate Officer - Title(s)
☐ Other
Signer is Representing:

Capacity(ies) Claimed by Signer(s):
Signer’s Name:
Capacity Claimed:
☐ Individual ☐ Trustee ☐ Attorney-in-Fact
☐ Guardian or Conservator
☐ Corporate Officer - Title(s)
☐ Other
Signer is Representing:

Notary Certificate attached pursuant to California Civil Code § 1189
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.)
City & County of San Francisco
José Cisneros, Treasurer
David Augustine, Tax Collector
Property Tax Bill (Secured)
For Fiscal Year July 1, 2018 through June 30, 2019

Assessed on January 1, 2018 at 12:00 am
To: SALLY A SADOFSKY REVOCABLE TRUSTEE
SALLY A SADOFSKY TRUSTEES
3053 FILLMORE ST #197
SAN FRANCISCO CA 94123

Assessed Value

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<th>Description</th>
<th>Full Value</th>
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<tbody>
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<td>Land</td>
<td>1,261,101</td>
<td>14,666.60</td>
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<tr>
<td>Structure</td>
<td>540,471</td>
<td>6,285.67</td>
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<tr>
<td>Fixtures</td>
<td></td>
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<tr>
<td>Personal Property</td>
<td></td>
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<tr>
<td>Gross Taxable Value</td>
<td>1,801,572</td>
<td>20,952.28</td>
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<tr>
<td>Less HO Exemption</td>
<td>7,000</td>
<td>81.41</td>
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<tr>
<td>Net Taxable Value</td>
<td>1,794,572</td>
<td>$20,870.87</td>
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Direct Charges and Special Assessments

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<tr>
<th>Code</th>
<th>Type</th>
<th>Telephone</th>
<th>Amount Due</th>
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<tbody>
<tr>
<td>45</td>
<td>LWEA2018TAX</td>
<td>(415) 355-2203</td>
<td>298.00</td>
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<tr>
<td>46</td>
<td>SF BAY RS PARCEL TAX</td>
<td>(510) 286-7193</td>
<td>12.00</td>
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<tr>
<td>89</td>
<td>SFUSD FACILITY DIST</td>
<td>(415) 355-2203</td>
<td>37.52</td>
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<tr>
<td>91</td>
<td>SFCCD PARCEL TAX</td>
<td>(415) 487-2400</td>
<td>99.00</td>
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<tr>
<td>98</td>
<td>SF - TEACHER SUPPORT</td>
<td>(415) 355-2203</td>
<td>251.96</td>
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Total Direct Charges and Special Assessments $698.48

TOTAL DUE $21,569.34

<table>
<thead>
<tr>
<th>1st Installment</th>
<th>2nd Installment</th>
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<tbody>
<tr>
<td>$10,784.67</td>
<td>$10,784.67</td>
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DUE 12/10/2018 DUE 04/10/2019

Keep this portion for your records. See back of bill for payment options and additional information.
City & County of San Francisco
Property Tax Bill (Secured)
For Fiscal Year July 1, 2018 through June 30, 2019

Vol | Block | Lot | Tax Bill No | Mail Date | Property Location
---|-------|----|-------------|-----------|-------------------
05  | 0612  | 001A | 024471      | October 12, 2018 | 2251 WEBSTER ST

2nd Installment Due
$10,784.67

If paid or postmarked after APRIL 10, 2019
the amount due (includes delinquent penalty of 10% and
other applicable fees) is: $11,908.13

San Francisco Tax Collector
Secured Property Tax
P.O. Box 7426
San Francisco, CA 94120-7426

05061200000111 024471 0000000000 0000000000 0000 2003
### Exhibit A: Rehabilitation/Restoration Plan: 2251 Webster Street

<table>
<thead>
<tr>
<th><em>1</em> Scope Number</th>
<th>Building Feature:</th>
<th>West and NW Exterior  (Back of House)</th>
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<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Completed</td>
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<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2019</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$12,650</td>
<td></td>
</tr>
<tr>
<td><strong>Description of Work:</strong></td>
<td>Exterior Restoration and Painting</td>
<td></td>
</tr>
</tbody>
</table>

Exterior painting was required due to old age (more than 8 years ago). Also water was noted coming in through the west facing window on the second floor and the doors on the west side first floor. Both restoration by fixing the leak as well as prepping and painting was required.

Invoice of work details attached.

<table>
<thead>
<tr>
<th><em>2</em> Scope Number</th>
<th>Building Feature:</th>
<th>Windows facing East and West</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
<td></td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2022</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$38,000</td>
<td></td>
</tr>
<tr>
<td><strong>Description of Work:</strong></td>
<td>Replacement of Windows</td>
<td></td>
</tr>
</tbody>
</table>

Replace all front facing windows in kind. The windows are regularly maintained, repaired and painted however full replacement is necessary due to extensive dry rot. Replacement windows will match profile, materials and design of original windows.

Estimate attached + an additional $2k for painting which is not included in this bid.

*Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*
<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Interior plaster and lathe replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2022</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$1500</td>
</tr>
<tr>
<td><strong>Description of Work:</strong> Repair the interior plaster and lathe</td>
<td></td>
</tr>
<tr>
<td>Work to be done in conjunction with the window replacement. Clean and repair the plaster and lathe that was damaged due to a recently repaired leak on the exterior of the building.</td>
<td></td>
</tr>
<tr>
<td>Estimate attached.</td>
<td></td>
</tr>
<tr>
<td><em>Work will be done in conformance with the Secretary of the Interior’s Standards and in accordance with the National Park Service’s Preservation Brief #21: Repairing Historic Flat Plaster Walls and Ceilings</em></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Front Door (which is original)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2029</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$16,500</td>
</tr>
<tr>
<td><strong>Description of Work:</strong> Replace or continually repair the Front Door</td>
<td></td>
</tr>
<tr>
<td>Replace original front door with new custom wood door to replicate the existing door. Current door is regularly painted and repaired as needed, but due to age, the wood is splitting and the seams are coming apart a little bit more each year.</td>
<td></td>
</tr>
<tr>
<td>(Estimate based on estimate provide by neighbor who has identical door)</td>
<td></td>
</tr>
<tr>
<td><em>Work will be done in conformance with the Secretary of the Interior’s Standards.</em></td>
<td></td>
</tr>
</tbody>
</table>
### Scope Number 5  
**Building Feature:** Roof

<table>
<thead>
<tr>
<th><strong>Type:</strong></th>
<th>Rehab/Restoration, Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2022</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$3200</td>
</tr>
<tr>
<td><strong>Description of Work. Repair Roof</strong></td>
<td></td>
</tr>
<tr>
<td>1)</td>
<td>Clean up drain and entire roof</td>
</tr>
<tr>
<td>2)</td>
<td>Seal all nail exposures with strong roof chalking</td>
</tr>
<tr>
<td>3)</td>
<td>Seal all roof penetrations such as roof jacks, air vents, chimney</td>
</tr>
<tr>
<td>4)</td>
<td>Replace one air vent flashing that is installed improperly. It needs a roof membrane torch down to prevent future leaks.</td>
</tr>
</tbody>
</table>

Estimate for work in 2020 is attached

*All work will be done in conformance with the Secretary of the Interior’s Standards.*

---

### Scope Number 6  
**Building Feature:** Roof

<table>
<thead>
<tr>
<th><strong>Type:</strong></th>
<th>Rehab/Restoration, Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2029</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>Description of Work. Roof Replacement</strong></td>
<td></td>
</tr>
</tbody>
</table>

A full roof replacement in kind plus and additional restoration work needed as determined at that time.

*Work will be done in conformance with the Secretary of the Interior’s Standards.*
<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: East Exterior (front of the house)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td><strong>Contract Year for Work Completion:</strong></td>
<td>2026</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$31,910</td>
</tr>
<tr>
<td><strong>Description of Work:</strong> Restoration and Painting the Front Exterior</td>
<td></td>
</tr>
</tbody>
</table>

Restoration work will include: replace flashing on five of the window ledges, two bay window ledges and front door ledge to prevent further dry rot. Replacing several of the trim pieces where moisture is entering and causing dry rot. Pieces will be replicated to be exactly as original.

Painting of work will include: Sanding and prep weak spots to avoid future water and dry rot. Bondo and/or Caulk all seams on trim pieces, windows, doors as necessary, putty all nail holes. Paint front door, make any necessary restoration work to the front door.

Estimates based on if the work was to be done in 2019:
Scaffolding estimate $1,960; Restoration estimate: $6,500. Painting estimate to match current 7 color scheme $23,450

Note, Invoice attached from 2014. Similar scope of work. $21,609

*Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*
<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: West Facing Exterior door to Garage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type:</strong></td>
<td>Rehab/Restoration, Proposed</td>
</tr>
<tr>
<td>Contract Year for Work Completion:</td>
<td>2028</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$2500</td>
</tr>
<tr>
<td><strong>Description of Work:</strong></td>
<td>Replace Door leading into the back of the garage</td>
</tr>
</tbody>
</table>

A contractor recently inspected the exterior rear door to the garage and highly recommended having it replaced due to dry rot and safety. New door will be a simple wood door that is compatible with the design of the building and the historic district.

See the window estimate from Ocean Window and Door. Door estimate is $1500 + labor which is all included in the window bid.
### Exhibit B: Maintenance Plan: 2251 Webster Street

<table>
<thead>
<tr>
<th><em>1</em> Scope Number</th>
<th>Building Feature: Front and rear exterior: East and West Facing</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Type:</strong> Maintenance: Completed and Proposed</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Contract Year for Work Completion:</strong> 2019 and each year when major painting work is not being scheduled</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Total Cost:</strong> $1,800 per year once a year (minus the years where painting is happening)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Description of Work:</strong> Professional wash Front and Rear Exterior Building</th>
</tr>
</thead>
</table>

Professional wash on the exterior of the building

Estimate from 2017 attached and only for the front of the house. Note: 2018 front washing only was paid for by neighbor due to their massive construction project.

All washing will be performed using the gentlest means possible.

*Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*
<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Front and rear exterior: East and West Facing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td>Maintenance: Proposed</td>
</tr>
<tr>
<td>Contract Year for Work Completion</td>
<td>2020 and each year when major painting work is not being scheduled</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$600</td>
</tr>
<tr>
<td>Description of Work: Inspect all the wooden elements of the house when the washing is being performed</td>
<td></td>
</tr>
</tbody>
</table>

When doing the professional washing, the painter and his crew agreed to inspect the front and back of the house. They will inspect the wooden elements of the façade and windows looking for damage or deterioration. If 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 building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood). 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.

The estimate for the inspection only is an annotation on Maintenance Scope 1 estimate as a result of a phone conversation with my painter/contractor.

Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.
<table>
<thead>
<tr>
<th>Scope Number</th>
<th>Building Feature: Front and Rear Windows</th>
</tr>
</thead>
</table>

**Type:** Maintenance, Proposed

**Contract Year for Work Completion:** 2019 and each year twice a year

**Total Cost:** $480 each year ($240 twice a year)

**Description of Work:** Window Washing twice a year

Professionally wash every window.

See estimate attached.

*Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.*
2251 Webster St.  Owner: Sally Sadosky
Scope 1: Work completed in 2019 on the back of the house where the worst leaks were occurring and finished painting restoration
Scope 2: Example of the condition of the windows where the Bondo is cracking. I also have to use paper in the seams to prevent rattling and one of the windows is actually cracked.
Scope 3:
Needed repairs to the interior wall due to a recently fixed leak from the exterior of the house. Work to be done when the windows are replaced.
Scope 4:
Deterioration on the door will require a new door and step. Right now the restoration is using wood filler and touch up paint
Scope 6: Examples of areas where restoration is required on the front of the house + new paint:
Current view of 2251 Webster St

House prior to my restoration and paint work in 2014
Scope 7: Exterior door in the back of the garage that is currently under the deck. It needs to be replaced due to dry rot
Casey Professional Painters

Trust is what we create
225 Mirada ave
San Rafael Ca 94903
Phone: [415-609-2126]
kcpaintingsf@gmail.com

DATE: 02/15/2019
INVOICE # 3825
License # 964463

Customer:
Sally Sadosky
2251 Webster ave
San Francisco

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior Painting (see estimate attached for final details)</td>
<td>$3,600</td>
</tr>
<tr>
<td>Interior and Exterior Restoration Work (see estimate attached</td>
<td>$3,800</td>
</tr>
<tr>
<td>for final details)</td>
<td></td>
</tr>
<tr>
<td>Exterior Rear Painting (see estimate attached for final details)</td>
<td>$8,850</td>
</tr>
<tr>
<td>Total Cost Of Project</td>
<td>$16,250</td>
</tr>
</tbody>
</table>

Thank You For Your Business!

Note: Only the last 2 items are relevant for the Halls Act

$12,650
Client:
% Sally Sadosky  
Site Address: 2251 Webster St  
San Francisco  
2/1/19

Casey Pro Painting Inc.  
225 Mirada Avenue  
San Rafael, CA 94903  
C.S.L.B. Lic #964463

Description of Work: Page 1

Interior Painting:  
Cover All Floors tape all fitting & cover furniture before Painting  
Kitchen Paint Walls in Semi Gloss, Ceiling in Semi gloss, Trim doors in High Gloss  
Paint Master Bath Walls, Ceilings in Eggshell, Trim in semi gloss  
Paint Window Trim on interiors of Office Bay windows & Living front room  
Touch up Trim throughout home  
Touch up the front door paint

Labor & Materials Included  
Estimated Time 4 Days  
Estimated Cost Painting $ 3600  
Actual Cost of Painting $ 3600

Interior and Exterior Restoration Work:  
Scrapped and Bondo 7 front windows all showing considerable decay. Prep for painting.  
Wood fill the visible cracks in the front door  
Identified source of the leak to rear patio door and trim.  
Fixed the leak and replaced trim parts to match  
Identified source of the leak to the rear bedroom window.  
Fixed the leak and replaced the original trim parts. NOTE, did not repair/replace the damaged plaster and lathe on the interior wall.

Labor & Materials Included  
Estimated Time 2 Days  
Actual Time 4 Days  
Estimated Cost $ 2000  
Actual Cost of work: $ 3800

Scope 1:  
Exterior Rear  
Page 2 of 3
Client:
% Sally Sadosky
Site Address: 2251 Webster St
San Francisco
2/1/19

Casey Pro Painting Inc.
225 Mirada Avenue
San Rafael, CA 94903
C.S.L.B. Lic #964463

Description of Work Page 2

Exterior Painting
Pressure Wash Back of House,
Sand & Prep Back of building, Prime, caulk & patch
Secondary Prime to seal whole back siding & trim, spray finish two coats white in semi
gloss Prep Two Side Windows & paint
Ladders only, no scaffolding required
Labor & Materials included
Estimated Time 6/7 Days
Actual Time 6 Days
Estimated Cost Painting $ 8850
Actual Cost Painting $ 8850

Total Cost $16,250

**Casey Painting is a Licensed Contractor in California. Fully Bonded with General Liability
Insurance. All employees are covered under Workers Compensation Insurance.
RRP Lead removal Certified.**
SCOPE OF WORK: Remove and dispose of 11 existing windows and one door. Install new sashes, as listed below, in existing openings. Sashes made by Ocean Sash & Door - two options listed.

GENERAL REQUIREMENTS & SITE WORK
Site Prep to protect surrounding areas from dust, construction debris, workers foot traffic and tools / Site Clean-Up / Pick-up and deliver materials to job site / Off-haul & Dump fees/ GC time acquire permit/stand for inspection

Permit Allowance $1,200.00

MATERIALS
Option A: E-Pac double hung tilt-in sash sets w/ vinyl jamb liners, 1 lite ea sash, Insulated glass low E2, hardware, Epoxy and prime coated.

Living room:
3 26 x 90 1/4 x 1 1/2” Arched upper sash, $1,668.00 ea $5,004.00

Den:
1 28 x 85 x 1 1/2” $1,352.00

Upstairs office:
3 26 x 86 x 1 1/2” Arched upper sash, IG low E2 Noise Redux glass, $1,668.00 ea $5,004.00
1 28 x 86 x 1 1/2” Arched upper sash $1,668.00

Bath:
1 24 x 61 x 1 1/2” IG low E2 -Tempered $1,224.00

Back bedroom:
1 33 3/4 x 77 x 1 1/2” $1,350.00

Master bath:
1 34 x 77 x 1 1/2” $1,350.00

Alley:
1 32 x 70 x 1 3/4 Fiberglass door only, cut to fit and prep for lockset $480.00

Sales tax $1,525.30

Window & door Total $18,957.30

Materials for installation $600.00

Materials Total $19,557.30
Option B: Double hung sash sets w/ lead counter weights, Insulated glass low E2, hardware, epoxy and prime coated.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Size</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 x 26 x 90 1/4 x 1 1/2” Arched upper sash</td>
<td>3</td>
<td>$1,378.00 ea</td>
<td>$4,134.00</td>
</tr>
<tr>
<td>1 x 28 x 85 x 1 1/2”</td>
<td>1</td>
<td>$1,160.00</td>
<td></td>
</tr>
<tr>
<td>3 x 26 x 86 x 1 1/2” Arched upper sash, IG low E2 Noise Redux glass</td>
<td>3</td>
<td>$1,378.00 ea</td>
<td>$4,134.00</td>
</tr>
<tr>
<td>1 x 28 x 86 x 1 1/2”</td>
<td>1</td>
<td>$1,378.00</td>
<td></td>
</tr>
<tr>
<td>1 x 24 x 61 x 1 1/2” IG low E2 -Tempered</td>
<td>1</td>
<td>$1,028.00</td>
<td></td>
</tr>
<tr>
<td>1 x 33 3/4 x 77 x 1 1/2”</td>
<td>1</td>
<td>$1,135.00</td>
<td></td>
</tr>
<tr>
<td>1 x 34 x 77 x 1 1/2”</td>
<td>1</td>
<td>$1,135.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 x 32 x 70 x 1 3/4 Fiberglass door only, cut to fit and prep for lockset</td>
<td>1</td>
<td>$480.00</td>
</tr>
</tbody>
</table>

Sales tax $1,276.10
Window & door Total $15,860.10
Materials for installation $600.00
Materials Total $16,460.10

CARPENTRY
Remove and dispose of 11 existing windows and 1 door as listed above. Install new windows and door in existing openings. $9,120.00

OVERHEAD & PROFIT (15%)

<table>
<thead>
<tr>
<th>Description</th>
<th>Option A</th>
<th>Option B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin / Insurance / Company truck &amp; gas/ Equipment &amp; tools</td>
<td>$4,709.59</td>
<td>$4,245.00</td>
</tr>
</tbody>
</table>

JOB COST

<table>
<thead>
<tr>
<th>Description</th>
<th>Option A</th>
<th>Option B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option A</td>
<td>$36,106.89</td>
<td></td>
</tr>
<tr>
<td>Option B</td>
<td>$32,545.10</td>
<td></td>
</tr>
</tbody>
</table>

Exclusions:
Painting is not included.
Any work that is not specifically stated above is not included.

HOME IMPROVEMENT AGREEMENT

Sally Sadosky, 2251 Webster St. San Francisco CA, telephone number (415) 298-0036 (hereinafter collectively “Client”) signed this agreement.

The Agreement entered into with McDaniel Construction, California Contractor’s License No. 660688, General Building Contractor (herein collectively “Contractor”) and the “Notice of Cancellation” may be mailed to Contractor, and otherwise be contacted, at the following address: McDaniel Construction, 329 Sausalito St. Corte Madera, CA 94925 telephone number (415) 306-4528.

01 CONTRACTOR’S RESPONSIBILITY

(1) Contractor shall furnish, unless specifically excluded in this Agreement to be the responsibility of others or client, all necessary (i) equipment; (ii) materials; (iii) supplies; (iv)
ESTIMATE

Client:
% Sally Sadosky
Site Address: 2251 Webster St
San Francisco
4/15/19

Casey Pro Painting Inc.
225 Mirada Avenue
San Rafael, CA 94903
C.S.L.B. Lic #964463

Description of Work (to be done at different times):

Interior Painting: ⇒ Scope 3
Cover Floors, tape trim & cover furniture before Painting
Scrap and repair damaged plaster.
Skim coat and sand a minimum of 3 times to ensure a smooth surface
Paint using owners paint
Labor & Materials Included
Estimated Time 1 Day
Estimated Cost Painting $ 1200

Paint New Front Door: ⇒ Scope 4 PAINT ONLY
Sand, prep and paint
Paint with highest Gloss water-based Exterior paint on the market. Owner to make recommendation. Minimum of 3 coats are estimated
Paint on the interior door to match existing trim
Labor & Materials Included
Estimated Time 2.5 Days (return visit required for second coat)
Estimated Cost $ 1500

Paint New Windows ⇒ Scope 2 PAINT ONLY
Tape windows and clean
Sand, prep and paint interior and exterior windows
Paint to match existing owners trim
9 windows, interior and exterior
Labor & Materials included
Estimated Time 3 Days
Estimated Cost $2500

Actual costs and time will be updated when the work is scheduled
Roof report

Date 02 / 22 / 2019

Peninsula Roofing
(650) 630-7663
(650) 270-5141 Ivan.

Bill to/ Name, address
2251 Webster st
San Francisco CA.

Job description

Roof repairs/ maintenance:

1. Clean up drain and entire roof
2. Seal all nail exposures with strong roof chalking.
3. Seal all roof penetrations such as roof jacks, air vents, chimney,
4. One air vent flashing was installed improperly, it needs a roof membrane torch down to prevent future leak.
5. Repair several areas of dry rot / decay on the flashing

Rest of the roof looks good. Should last another 3-5 years depending on the conditions of the weather. Estimate of entire roof is not available until closer to the date based on the scope of repairs and replacement costs. If done today, the cost would be in excess of $20,000.

Total for materials and labor for the repairs. $3,200.00

Scope 5:
Roof Estimate for Fix & Replace
Scope 5
## Invoice

**Casey Professional Painters**  
Trust is what we create  
225 Mirada ave  
San Rafael Ca 94903  
Phone: [415-609-2128]  
kcpaintingsf@gmail.com

<table>
<thead>
<tr>
<th>Customer:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sally Sadosky</td>
<td></td>
</tr>
<tr>
<td>2251 Webster ave</td>
<td></td>
</tr>
<tr>
<td>San Francisco</td>
<td></td>
</tr>
</tbody>
</table>

### DESCRIPTION

<table>
<thead>
<tr>
<th>Exterior Paint Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pressure Wash Front Of Building</td>
<td></td>
</tr>
<tr>
<td>Prep &amp; Sand down all Front of Building</td>
<td></td>
</tr>
<tr>
<td>Applied Exterior Primer to whole front inc Door</td>
<td></td>
</tr>
<tr>
<td>Applied Bondo to all Sliding and Cracks</td>
<td></td>
</tr>
<tr>
<td>Caulked &amp; Sealed whole front of building</td>
<td></td>
</tr>
<tr>
<td>Applied Window putty to windows where needed and fully cleaned all Windows</td>
<td></td>
</tr>
<tr>
<td>Front Door Sanded /Bondo applied Caulked and High gloss Oil applied(Fine Euro Pa</td>
<td></td>
</tr>
<tr>
<td>Six main Colors applied to front Building , at least three coats of finish applied</td>
<td></td>
</tr>
<tr>
<td>Gold Leaf 22kt sanded/gilded and materials not included, will be billed separately</td>
<td></td>
</tr>
<tr>
<td>All paints &amp; Materials included</td>
<td></td>
</tr>
</tbody>
</table>

**Original Estimate time:** 18 Days

**Original Estimate Cost:** $15,500

### Extras/Payments

- Labor 1 Painter 4 Days(4*$440) 55p/hr /8hrs: $1,760.00
- Gold Leaf application( 33 hours @ $70 p/hr): $2,310.00
- Gold Leaf materials: $889.00

**Total Cost Of Project:** $20,489.00

Less 2 Payments ($3000 +$ 3500): $6,500.00

**New Total Invoice:** $13,959.00

---

**Thank You For Your Business!**

---

**NOTE:** This is the invoice from 2014 Exterior Front Paint Work
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scaffolding -- Make check Payable directly to Yk Scaffolding</td>
<td>$1,150.00</td>
</tr>
</tbody>
</table>

Thank You For Your Business!
Maintenance Scope 2:

Note: In talking to my painter, he agreed to do an annual inspection at the same time as doing the power washing (both front and back of the house)
Estimate from Smart Window Cleaning who has done my windows in years past. This is a transcript from his voice mail to me. Left on May 23, 2:14pm.

Hey Sally, this is Eric at smart window cleaning. I've got your message. And yeah, we're booking a few weeks in advance. Last time. We figure we does was quite a few years ago 2013. I was 180. We have much higher minimum now. It's $240 up to three hour minimum. So let me know if you want to schedule that and you know, I would probably do it around June 10th or later. So let me know 382-9099. Thanks.

NOTE: Estimate was left on a voicemail. this is the transcript. Date of call is May 23, 2:14pm.
Case No.: 2019-006384MLS
Project Address: 1401 Howard Street (District 6)
Landmark District: Article 10 Landmark Number 120
Zoning: RCD (Regional Commercial)
Height and Bulk: 55/65-X
Block/Lot: 3517/035
Applicant: 1401 Howard Street, LLC
1401 Howard Street
San Francisco, CA 94103
Historic Preservation Commission
Resolution No. XXX
HEARING DATE OCTOBER 2, 2019

Case No.: 2019-006384MLS
Project Address: 1401 Howard Street (District 6)
Eligibility: Article 10 Landmark No. 120: Saint Joseph’s Church
National Register listed property
Zoning: RCD – Regional Commercial
Height and Bulk: 55/65-X
Block/Lot: 3517/035
Staff Contact: Michelle Taylor – (415) 575-9197
Michelle.Taylor@sfgov.org
Reviewed By: Elizabeth Gordon-Jonckheer – (415) 575-8728
Elizabeth.Gordon-Jonckheer@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF
THE DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM,
AND MAINTENANCE PLAN FOR 1401 HOWARD 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 1401 Howard Street is listed under Article 10 as Landmark Number 120 and listed on the National Register of Historic Places and thus qualifies as a historical property for the purposes of the Mills Act; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1401 Howard Street, which are located in

www.sfplanning.org
Case Docket No. 2019-006384MLS. The Planning Department recommends approval of the draft Mills Act historical property contract, rehabilitation program, and maintenance plan; and

WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 1401 Howard 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 2, 2019, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 1401 Howard Street, which are located in Case Docket No. 2019-006384MLS.

THEREFORE BE IT RESOLVED that the HPC hereby recommends that the Board of Supervisors approve the draft Mills Act Historical Property Contract, including the Rehabilitation Program and Maintenance Plan for the historic building located at 1401 Howard Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED That the HPC hereby directs its Commission Secretary to transmit this Resolution, the draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 1401 Howard Street, and other pertinent materials in the case file 2019-006384MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 2, 2019.

Jonas P. Ionin
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED: October 2, 2019
**CALIFORNIA MILLS ACT**

**HISTORIC PROPERTY AGREEMENT**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and 1401 Howard, LLC ("Owner").

**RECITALS**

Owner is the owner of the property located at 1401 Howard Street, in San Francisco, California (Block 3517, Lot 035). The building located at 1401 Howard Street is designated as individual landmark No. 120 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.

Owner desires to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owner’s application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost two hundred ninety-one thousand and sixty-five dollars ($291,065.00) (See Rehabilitation Plan, Exhibit A.) Owner’s application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately thirty-one thousand and forty dollars ($31,040.00) 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 Owner 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.

Owner desires 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 Owner 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.** Owner 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 Owner 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 Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner 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. Owner 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, Owner shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owner 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), Owner 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 Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner 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 Owner may mutually agree to terminate this Agreement. Upon such termination, Owner 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 Owner shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.
5. **Insurance.** Owner shall secure adequate property insurance to meet Owner’s 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, Owner 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 the interior and exterior of the Historic Property, to determine Owner’s compliance with this Agreement. Throughout the duration of this Agreement, Owner 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 Owner 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 Owner 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 Owner 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 Owner. Upon receipt by the Owner of a notice of nonrenewal from the City, Owner 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 Owner 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, Owner shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owner 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) Owner’s failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;
   (b) Owner’s failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;
   (c) Owner’s failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;
(d) Owner’s failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
(e) Owner’s failure to pay any fees requested by the City as provided in Paragraph 10 herein;
(f) Owner’s failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
(g) Owner’s 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 Owner has 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 Owner 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, Owner 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 Owner 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 Owner has breached this Agreement, the City shall give the Owner written notice by registered or certified mail setting forth the grounds for the breach. If the Owner 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 Owner set forth in this Agreement. The City does not waive any claim of default by the Owner if it does not enforce or cancel this Agreement.

15. Indemnification. The Owner 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 Owner, their Agents or Invitees; (c) the condition of the Historic Property; (d)
any construction or other work undertaken by Owner on the Historic Property; or (e) any claims by unit or interval Owner 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 Owner’s obligation to indemnify City, Owner 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 Owner by City, and continues at all times thereafter. The Owner’s 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 Owner. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owner who entered into the Agreement.

18. **Legal Fees.** In the event that either the City or the Owner 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 Owner 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 Owner signs as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owner 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: ________________
___Carmen Chu, Assessor-Recorder

By: ____________________________ DATE: ________________
___John Rahaim, Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: ____________________________ DATE: ________________
___Andrea Ruiz-Esquide, Deputy City Attorney

OWNER(S)

By: ____________________________ DATE: ________________
___Christopher Foley, 1401 Howard Street, LLC, Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.
ATTACH PUBLIC NOTARY FORMS HERE.
**Exhibit A. Rehabilitation/Restoration Plan**

### Scope: # 1
**Building Feature:** Exterior Gates, Curbs, Fence, Piers, Granite Steps

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<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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**Rehab year work completion:** 2018

**Total Cost:** $25,000.00  *Source SOV #2920*

**Description of work:** Restoration and Repair of Exterior Gates, Curbs, Fences, Piers and Granite Steps

- The direction of the swing of all gates was reversed in the direction of egress. The gates were prepared, primed, and painted, and latch and lock sets were provided. At the two existing double gateways, the existing gates were reinstalled on new freestanding supports similar to the existing. The original hinges were retained at the original piers. The displaced sections of the piers were reset in the original locations and grouted. The cement plaster pargue was repaired as required to match the original.
- The iron fence was prepared, primed, and painted. The gaps and voids were filled with mortar at the base and pier attachments. Where the fence is set into the curb and is corroded, the metal was repaired, painted, and set into lead or sealant as required to prevent future damage to the fence or curb.
- The cement plaster pargue on the piers was cleaned and graffiti was removed or painted over. The cement plaster pargue was repaired to match the existing adjacent color and texture as required.
- Existing joints were raked out and the granite steps were cleared of debris. Joints were repaired with mortar. Algae, moss, and other biological growth was removed. Soil and paint spatters were removed. New code-required bronze handrails were installed.

### Scope: # 2
**Building Feature:** Exterior Paint and Stucco Repair

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**Contract year work completion:** 2018 Phase 1, Phase 2 scheduled for 2026

**Total Cost:** $146,950.  *Source SOV #9900 (half), $293850/2=$146,950.*

**Description of work:** Façade Restoration and Full Repainting

- The existing stucco was analyzed to determine if it was lime or Portland cement-based. These tests were performed by an architectural conservator.
- Staining and soiling was removed by the gentlest means possible, this included light brushing and water washing, and cleaning with a commercial agent.
- Areas of significant hairline cracking were repaired based on analysis to determine the root cause of the condition. Investigation included testing for underlying detachment of the stucco layer, moisture intrusion, structural movement, or other causes.
- Climbing vegetation such as ivy was removed.
- Spalls and cracks through cement plaster were repaired. The cracks were routed and patched to match the existing adjacent texture, profile, and appearance.
- The existing deteriorated or detached cement plaster was removed. Graffiti and stains were removed.
- Unsound paint was removed and coated with a new breathable paint coating.
Scope: # 3
Building Feature: Exterior _ Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.
Rehab/Restoration [X] Maintenance Completed [X] Proposed
Contract year work completion: 2018
Total Cost: $424,323. Source SOV #7600 = $434,323

Description of work: Repair and Restoration of Exterior Sheet Metal Elements
- Peeling or blistering paint was scraped or sanded.
- Corrosion was removed with hand scrapers or a wire brush.
- For panels with heavy corrosion and resulting perforation of the sheet metal unit, there were three options, dependent on severity and size:
  1. Corroded panels were removed and the unit was replaced with a new piece of sheet metal cut to the appropriate dimension and profile,
  2. The corroded area was cut out of existing sheet metal, a new piece was braze-welded and the joint was ground flat; or
  3. The corroded area was cut out of existing sheet metal and steel-filled epoxy compound was installed to patch small holes.
- All exposed metal was painted with a rust-inhibiting primer and two coats of color-appropriate outdoor paint.
- Missing elements were replaced to maintain visual consistency.

Scope: # 4
Building Feature: Exterior _ Wood-sash Windows and Steel Tracery
Rehab/Restoration [X] Maintenance Completed [X] Proposed
Contract year work completion: 2018
Total Cost: $366,443. Source SOV #6150 and # 8050 for $96,867 and $269,576 = 366,443

Description of Work: Repair, Restoration and Replacement of Windows
- A detailed conditions assessment of windows at St. Joseph’s Church was conducted to determine the extent of deterioration and appropriate treatments at each window. This included careful inspection and documentation of each window frame and its conditions, and other non-invasive diagnostic tests.
- Repair of the window frames attempted to retain as much original material as possible, while providing adequate moisture protection for the building, and included paint removal, splicing of new wood elements in areas of severe deterioration, and replacement of all glazing compound.
- The wood frames were prepared and painted, all the existing ribbed glass that could be preserved was reused. Ribbed glass that matched the original was installed in selected locations.

Scope: # 5
Building Feature: Exterior _ Stained Glass Windows
Rehab/Restoration [X] Maintenance Completed [X] Proposed
Contract year work completion: 2018
Total Cost: $81,260.00 Source SOV #8070

Description of work: Repair and Restoration of Stained Glass Windows
- Documentation and restoration of the windows was performed by a professional conservator. Restoration included removal, transport, restoration, and reinstallation of the stained glass.
- The wood and steel armatures remaining from the previous stained glass window installation were prepared and painted.
- The remaining stained glass in the south wall of the kitchen was removed, salvaged, and reinstalled in the office on the first floor.
### Scope: # 6
**Building Feature: Exterior Skylight**
- **Rehab/Restoration**: Maintenance  
  - **Completed**: Completed  
  - **Proposed**: Proposed
- **Contract year work completion**: 2018
- **Total Cost**: $39,010.00 **Source SOV #8080**

**Description of work:** Repair and Restoration of Exterior Skylight
- The steel skylight remained in place and was repaired and cleaned.
- New tempered glazing and sealant was installed, and all work and flashing details were coordinated with the roof strengthening and re-roofing work.

### Scope: # 7
**Building Feature: Interior Structural Steel for Seismic**
- **Rehab/Restoration**: Maintenance  
  - **Completed**: Completed  
  - **Proposed**: Proposed
- **Contract year work completion**: 2018
- **Total Cost**: $571,841 **Source SOV 8 items #5050, 5070 and 5120**

**Description of work:** Seismic Strengthening
- Steel was fabricated and installed for seismic strengthening.

### Scope: # 8
**Building Feature: Interior Decorative Plaster**
- **Rehab/Restoration**: Maintenance  
  - **Completed**: Completed  
  - **Proposed**: Proposed
- **Contract year work completion**: 2018
- **Total Cost**: $1,350,577.00 **Source SOV #9050 , $1,350,577**

**Description of work:** Repair and Restoration of Interior Decorative Plaster
- Detached or cracked plaster elements were repaired, if in otherwise sound condition, with an injected epoxy or gypsum-based grout. Testing was conducted to determine the most effective adhesive.
- Non-historic wood veneer was removed so that plaster at the base of the wall could be restored and painted.
- Further testing of the plaster was conducted to determine the extent of deterioration. This determined the treatment method: patching and reshaping damaged elements when possible, or replacement in kind.

### Scope: # 9
**Building Feature: Interior Woodwork, Doors and Finish Hardware**
- **Rehab/Restoration**: Maintenance  
  - **Completed**: Completed  
  - **Proposed**: Proposed
- **Contract year work completion**: 2018
- **Total Cost**: $269,000.00 **Source SOV #8200**

**Description of work:** Repair and Restoration of Interior Woodwork, Doors and Finish Hardware
- Soilng was cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soilng.
- Blistered varnish was treated with the gentlest means possible in order to preserve the existing finish. Treatments included lightly scraping blistered areas of varnish and spot-treating with fine steel wool or cotton, alcohol and a compatible varnish or shellac.
- White stains were tested to determine the cause Paint and guano were removed mechanically with a scraper so as not to damage the existing wood finish.
- Where required by the level of damage, select areas of woodwork were refinished to match the original.
- Wood was replaced where missing to match the original.
- At exterior doors, deteriorated wood was repaired with wood Dutchman and matched the original species, grade, grain, and profile. The exterior surface was prepped and painted. The interior was cleaned and touched up or refinished to match the original stain or clear coat.
- Door hardware was replaced or repaired to match existing and to meet current code.

Scope: # 10
Building Feature: Interior Marble Wainscoting and Tiles
Rehab/Restoration [X] Maintenance Completed [X] Proposed
Contract year work completion: 2018
Total Cost: $5,000.00 Source From KFI (3/28/19 email)
Description of work: Restoration of Interior Marble
- Tape residue and soiling was removed with a gentle stone cleaner. Mock-ups were conducted to determine the most effective product.
- Vinyl tiles and mastic were removed in the vestibule without causing damage to underlying marble, which was cleaned with a gentle stone cleaner to remove staining and adhesive. Mockups were conducted to determine the most effective product.
- Vinyl tiles and mastic were removed from the vestibule floor and cleaned using the gentlest means possible.
- The marble floors were polished to restore luster.

Scope: # 11
Building Feature: Interior Nave Floor Concrete
Rehab/Restoration [X] Maintenance Completed [X] Proposed
Contract year work completion: 2018
Total Cost: $207,357 Source (4 items) SOV #2050, #2250, #2300 and KFI, $30,000 $7,500 $79,847 $45,410 and $44,600
Description of work:
- The existing (non historic) slab was removed
- Soil was excavated and the surrounding soil was underpinned.
- New foundations, with piers and grade beams were installed
- New stage over the grade beams was installed in the apse.

Scope: # 12
Building Feature: Interior Tower Floor Concrete
Rehab/Restoration [X] Maintenance Completed [X] Proposed
Contract year work completion: 2018
Total Cost: $573,000.00 Source SOV #2450 and #2460 and KFI
Description of work:
- The concrete sloped floor was replaced with a new flat structural concrete slab.
- New micropile foundations were installed in the towers.
- The top 10 feet of the micro piles were cased in concrete.
- Tower walls reinforced in concrete and covered in plaster.

Scope: # 13
Building Feature: Exterior Lighting
Rehab/Restoration [X] Maintenance Completed [X] Proposed
Contract year work completion: 2018
### Scope: # 14  
**Building Feature: Interior Lighting**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>×</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract year work completion:** 2018

**Total Cost:** $135,281.00  
**Source SOV #16070**

**Description of work:**  
- Repair, Restoration and Replacement in kind of historic light fixtures:  
  - The historic light fixtures were cleaned and relamped.  
  - The missing fixtures in the main sanctuary were replicated.

---

### Scope: # 15  
**Building Feature: Roof / Built-up Roof**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>×</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract year work completion:** 2018

**Total Cost:** $28,110.00  
**Source SOV #7500**

**Description of work:**  
- Existing built-up roofing was removed at the lower roofs.  
- New built-up roofing was installed over new structural decking.

---

### Scope: # 16  
**Building Feature: Roof / Slate Roof**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>×</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract year work completion:** 2018

**Total Cost:** $258,950.00  
**Source SOV #7300**

**Description of work:**  
- Existing slate roof tile was removed at the main roof and portals, salvaged, and reinstalled to allow access for structural stabilization of the roof structure.  
- Deteriorated and broken tiles were replaced with salvaged stock or new tile to match the existing.  
- New felt underlayment and galvanized flashing was installed.

---

### Scope: # 17  
**Building Feature: Interior Painting**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>×</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contract year work completion:** 2018 Phase 1, Phase 2 scheduled for 2026

**Total Cost:** $146,950.00  
**Source SOV #9900 (half), $293,850/2=$146,950**

**Description of work:**  
- Tested bottom layer of paint to find original colors.  
- Interior plaster was painted, interior wood was refinished, and window mullions were repainted.  
- Lead paint was abated.
### Scope: # 18
**Building Feature:** Roof / Sheet Metal Dome and Sheet Metal Crosses

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

- Contract year work completion: 2018
- Total Cost: $60,000.00  **Source SOV #9950**

**Description of work:**
- Gold leaf was reapplied to the domes and crosses.

### Scope: # 19
**Building Feature:** ADA Upgrades _ Exterior Ramp

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

- Contract year work completion: 2018
- Total Cost: 12,000.00  **Conversation with contractor**

**Description of work:**
- Ramp provided at transept.
- Auto operator provided at existing door.

### Scope: # 20
**Building Feature:** Interior Painting

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

- Contract year work completion: 2026
- Total Cost: $50,000.00  **See Source SOV #9900**

**Description of work:**
- Partial repainting of interior walls.

### Scope: # 21
**Building Feature:** Exterior Painting of Cement Plaster

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

- Contract year work completion: 2026
- Total Cost: $241,065.00  (Exterior painting costs in 2018 escalated 5%/yr for 8 years)

- Repaint exterior, repair any new cracks. All repair work will be done with compatible materials and in accordance with the Secretary of the Interior’s Standards.
## Exhibit B  Maintenance Plan

**Scope: # 1**  
**Building Feature: Site  Landscape**

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

*Contract year work completion: 2028 and every 10 years thereafter*

*Total Cost: $120,000.00 ($1,000/month x 12mo x 10 yrs)*

*Description of work: Washing of sidewalks and granite entry steps. Granite steps will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will be performed in conformance with the Secretary of the Interior Standards.*

---

**Scope: # 2**  
**Building Feature: Exterior  Stucco**

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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</thead>
</table>

*Contract year work completion: 2019 and annually thereafter*

*Total Cost: $40,000 (maintenance of $4,000/yr x10yrs)*

*Description of work: Regular repainting of exterior stucco as needed to address graffiti. Perform visual inspection annually for signs of blistering or peeling paint.*

---

**Scope: # 3**  
**Building Feature: Roof**

<table>
<thead>
<tr>
<th>Maintenance</th>
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<th>Proposed</th>
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</thead>
</table>

*Contract year work completion: 2019 and annually thereafter*

*Total Cost: $30,000.00 (maintenance of $3,000 x 10yrs)*

*Description of work: Inspect the slate roof for loose or broken tiles and replace as needed. Inspect and repair caulking and flashing. Clear drains, overflow drains and scuppers. Remove birds nests and discourage roosting.*

---

**Scope: # 4**  
**Building Feature: Exterior Sheet Metal Elements, including domes on towers, column capitals, decorative moldings , gutters and down spouts.**

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

*Contract year work completion: 2019 and annually thereafter*

*Total Cost: $12,000.00 ($1200 per year)*

*Description of work: Perform visual inspection annually for rust, holes and signs of water where it shouldn’t be. Clean gutters, replace screens, check down spouts and clean drains. Repair damaged pieces to match existing using appropriate materials and methods. All repairs will be performed in conformance with the Secretary of the Interior Standards.*

---

**Scope: # 5**  
**Building Feature: Exterior Wood-sash Windows and  Steel Tracery.**

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

*Contract year work completion: 2019 and annually thereafter.*

*Total Cost: $10,000.00 ($1000 per year)*

*Description of work: Perform visual inspection annually for signs of caulking failure, check operable windows, window locks and replace any cracked or broken glass in kind. All window repairs will be performed in accordance with the Secretary of the Interior Standards.*
Scope: # 6
Building Feature: Exterior Skylight

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2019 and annually thereafter
Total Cost: $5,000.00 ($500 per year)
Description of work: Perform visual inspection annually for signs of caulking failure, condensation problems that might compromise structure of skylight and replace any cracked or broken glass in kind. All repairs will be performed in conformance with the Secretary of the Interior Standards.

Scope: # 7
Building Feature: Exterior Stained Glass Windows

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2019 and annually thereafter
Total Cost: $16,000.00 ($1600 per year)
Description of work: Inspect stained glass and replace any cracked or missing pieces with glass that matches original glass in color and texture. Inspect and repair lead came.
All work will be performed in conformance with the Secretary of the Interior’s Standards and in accordance with NPS Preservation Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass

Scope: # 8
Building Feature: Exterior Wood Doors

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2019 and annually thereafter
Total Cost: $7,900.00 ($790 per year)
Description of work: The face of the wood doors have extreme exposure to rain and sun. They suffered significant deterioration in the past. They need regular cleaning and regular refinishing. All work will be performed in conformance with the Secretary of the Interior’s Standards

Scope: # 9
Building Feature: Interior Decorative Plaster

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2019 and every 10 years thereafter
Total Cost: $20,000.00 ($2000 per year)
Description of work: The existing plaster was previously damaged when water got into the attic and behind the decorative plaster ceiling. Problems on the surface appeared only after considerable damage was done inside the concealed spaces, therefore there will be visual inspections annually must look inside the attic for signs of water damage and make needed repairs.
All work will be performed in conformance with the Secretary of the Interior’s Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster.

Scope: # 10
Building Feature: Interior Woodwork

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2019 and annually thereafter
Total Cost: $16,000.00 ($1600 per year)
Description of work: Perform visual inspection annually for damage and repair in the gentlest means possible. All work will be performed in conformance with the Secretary of the Interior’s Standards.
### Scope: # 11
**Building Feature: Bell Tower**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** 2019 and annually thereafter

Total Cost: $18,500.00 ($1850 per year)

**Description of work:** Annual visual inspection of bell rope and hanging mechanism. Climb the ladders and go into the attic spaces and remove birds and close up any gaps in the screens and louvers.

### Scope: # 12
**Building Feature: Site Drainage**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** 2019 and annually thereafter

Total Cost: $11,500 ($1,500 per year)

**Description of work:** Inspect drywells in garden areas and verify site drainage is functioning to remove standing water. Repair if needed if water is not being completely absorbed as intended.

### Scope: # 13
**Building Feature: Interior plaster**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
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<td>X</td>
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</tbody>
</table>

**Contract year work completion:** 2023 and bi-annually thereafter

Total Cost: $80,000

**Description of work:** Repaint public spaces and repair plaster work as necessary. All work will be performed in conformance with the Secretary of the Interior’s Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster and No. 21: Repairing Historic Flat Plaster Walls and Ceilings

### Scope: # 14
**Building Feature: Interior Marble Floors**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** 2022 and annually thereafter

Total Cost: $8,000

**Description of work:** Clean and reseal marble floors and wainscot. All marble will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings

### Scope: # 15
**Building Feature: Interior wood floors, wood doors and wood paneling**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** 2022 and annually thereafter

Total Cost: $12,000

**Description of work:** Conduct a visual inspection and repair as needed to match original. All work will meet the Secretary of the Interior’s Standards.
Office of the Assessor / Recorder - City and County of San Francisco
Mills Act Valuation

1401 Howard Street
### FACTORED BASE YEAR (Roll) VALUE

<table>
<thead>
<tr>
<th>Land</th>
<th>$553,421</th>
<th>Land</th>
<th>$7,620,000</th>
<th>Land</th>
<th>$8,220,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imps.</td>
<td>$17,905,319</td>
<td>Imps.</td>
<td>$5,080,000</td>
<td>Imps.</td>
<td>$5,480,000</td>
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<tr>
<td>Personal Prop</td>
<td>$0</td>
<td>Personal Prop</td>
<td>$0</td>
<td>Personal Prop</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$18,458,740</td>
<td>Total</td>
<td>$12,700,000</td>
<td>Total</td>
<td>$13,700,000</td>
</tr>
</tbody>
</table>

### INCOME CAPITALIZATION APPROACH

### SALES COMPARISON APPROACH

### Property Description

- **Property Type:** Commercial
- **Year Built:** 1913 / 2017
- **Type of Use:** Interior Design Firm
- **(Total) Rentable Area:** 21,943
- **Owner-Occupied:** No
- **Stories:** 4
- **Unit Types:** Commercial
- **Parking Spaces:** Surface / 6
- **Neighborhood:** Soma
- **Land Area:** 26,811
- **Zoning:** RCD - Regional Commercial
- **Total No. of Units:** 1

### Special Conditions (Where Applicable)

### Conclusions and Recommendations

<table>
<thead>
<tr>
<th></th>
<th>Per Unit</th>
<th>Per SF</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factored Base Year Roll</td>
<td>$18,458,740</td>
<td>$841</td>
<td>$18,458,740</td>
</tr>
<tr>
<td>Income Approach - Direct Capitalization</td>
<td>$12,700,000</td>
<td>$579</td>
<td>$12,700,000</td>
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<tr>
<td>Sales Comparison Approach</td>
<td>$13,700,000</td>
<td>$624</td>
<td>$13,700,000</td>
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<tr>
<td>Recommended Value Estimate</td>
<td><strong>$12,700,000</strong></td>
<td><strong>$579</strong></td>
<td><strong>$12,700,000</strong></td>
</tr>
</tbody>
</table>

**Appraiser:** Jody Scott Reichel  
**Principal Appraiser:** Orla Fahy  
**Hearing Date:** Unknown
### INCOME APPROACH

<table>
<thead>
<tr>
<th></th>
<th>Sq. Ft</th>
<th>Annual Rent/SF</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Gross Income</td>
<td>21,943</td>
<td>$61.06</td>
<td>$1,339,800 Based on actual lease amount</td>
</tr>
<tr>
<td>Less: Vacancy &amp; Collection Loss</td>
<td>3%</td>
<td></td>
<td>($40,194)</td>
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<tr>
<td>Effective Gross Income</td>
<td></td>
<td></td>
<td>$1,299,606</td>
</tr>
<tr>
<td>Less: Anticipated Operating Expenses (Pre-Property Tax)*</td>
<td>3%</td>
<td></td>
<td>($38,988)</td>
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<tr>
<td><strong>Net Operating Income (Pre-Property Tax)</strong></td>
<td></td>
<td></td>
<td><strong>$1,260,618</strong></td>
</tr>
</tbody>
</table>

*The 2019 property tax rate will be determined in September 2019. Rate utilized is from 2018.*
## Comparable Improved Sales Adjustment Grid

<table>
<thead>
<tr>
<th>Sale No.</th>
<th>One</th>
<th>Two</th>
<th>Three</th>
<th>Four</th>
<th>SUBJECT</th>
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<tbody>
<tr>
<td>APN:</td>
<td></td>
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<tr>
<td></td>
<td>0839-032</td>
<td>3502-013</td>
<td>0637-015 &amp; -016</td>
<td>1080-035</td>
<td>3517-036</td>
</tr>
<tr>
<td>Address</td>
<td>240 Page Street</td>
<td>170 Valencia Street</td>
<td>2395 Sacramento St.</td>
<td>2398 Geary Blvd.</td>
<td>1401 Howard St.</td>
</tr>
<tr>
<td>Sale Price</td>
<td>$2,780,000</td>
<td>$9,600,000</td>
<td>$9,500,000</td>
<td>$4,400,000</td>
<td>$7,937</td>
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<tr>
<td>Size (SF)</td>
<td>5,495</td>
<td>23,270</td>
<td>20,110</td>
<td>1906</td>
<td>1913 / 2017</td>
</tr>
<tr>
<td>Year Built</td>
<td>1909</td>
<td>1931</td>
<td>1912</td>
<td>1906</td>
<td>1913 / 2017</td>
</tr>
<tr>
<td>Price/SF</td>
<td>$506</td>
<td>$413</td>
<td>$472</td>
<td>$554</td>
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</tr>
<tr>
<td>Use</td>
<td>Former Church</td>
<td>Former Religious Hall</td>
<td>Former Library</td>
<td>Former Church</td>
<td>Former Church</td>
</tr>
<tr>
<td>Site Zoning</td>
<td>RM2</td>
<td>RTO</td>
<td>RM1</td>
<td>RH3</td>
<td>SLR</td>
</tr>
<tr>
<td>Site Size (SF)</td>
<td>3,968</td>
<td>8,250</td>
<td>15,105</td>
<td>5,031</td>
<td>26,811</td>
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<tr>
<td>Land: Bldg. Ratio</td>
<td>0.72</td>
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<td>0.75</td>
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<td>1.22</td>
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<td>On Site Parking</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Ratio/1,000 SF NRA</td>
<td>2</td>
<td>6</td>
<td>19</td>
<td>39</td>
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</tr>
<tr>
<td>Mos. Since Effective Date</td>
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<td>3%</td>
<td>10%</td>
<td>15%</td>
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</tr>
<tr>
<td>Time Adjustment</td>
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<tr>
<td>Size Adjustment (SF)</td>
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<tr>
<td>Location Adj.</td>
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</tr>
<tr>
<td>Age / Condition Adj.</td>
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<tr>
<td>Land: Bldg. Ratio</td>
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<tr>
<td>Zoning Adj.</td>
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</tr>
<tr>
<td>Parking</td>
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</tr>
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<td>Net Adj. Price/Gross</td>
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</tr>
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<td>Office SF</td>
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<tr>
<td>Adjusted Price/SF</td>
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<td>$590</td>
<td>$638</td>
<td>$804</td>
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</tr>
<tr>
<td>Concluded Value/SF</td>
<td>$625</td>
<td>$625/SF X 21,943 SF = $13,714,375</td>
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</tr>
<tr>
<td>Indicated Value / SF</td>
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<td>ROUNDED</td>
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</tbody>
</table>

The subject property is a former church that had a complete renovation including seismic upgrade. It is now fully leased to an interior design firm. Sales One, Two and Four are also religious facilities and Sale Three is a former library. The subject property was significantly superior in age/condition due to the recent renovation. After adjustment the price per square feet range is $592 to $804/SF with $625/SF considered to be supported by the sales comparables. The subject property is considered to be an investment property given it is fully leased on NNN basis with the tenant paying for expenses. The Income Capitalization Approach is typically the most applicable valuation approach for investment properties. Given the Restricted Capitalization Rate for Mills Act properties the Income Capitalization Approach for the subject property results in the lowest valuation.
PRE-APPROVAL INSPECTION REPORT

Report Date:         May 24, 2019
Inspection Date:     May 22, 2019; 11:00am
Filing Date:        May 1, 2018
Case No.:            2019-006384MLS
Project Address:    1401 Howard Street
Block/Lot:          3517/035
Eligibility:        Article 10 Landmark No. 120: Saint Joseph’s Church
                    National Register listed property
Zoning:             RCD – Regional Commercial District
Height &Bulk:       40-X
Supervisor District: District 6 (Matt Haney)
Project Sponsor:    Christopher Foley of 1401 Howard LLC
Address:            1401 Howard Street
                    San Francisco, CA 94103
                    415-305-4600
                    cfoley@groundmatrix.com
Staff Contact:      Michelle Taylor – (415) 575-9197
                    michelle.taylor@sfgov.org
Reviewed By:        Tim Frye – (415) 575-6822
                    tim.frye@sfgov.org

PRE-INSPECTION

✔ Application fee paid

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

5/7/2019: Email applicant to schedule site visit.

5/14/2019: Email applicant to reschedule site visit.
INSPECTION OVERVIEW
Date and time of inspection: Wednesday, May 22, 2019, 11:00am

Parties present: Michelle Taylor, Shannon Ferguson, Chris Foley, Rick Feldman

☑ 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

☑ 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: See below

☑ 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:

☑ Yes  ☐ No  Conditions for approval? If yes, see below.
NOTES

**1401 Howard Street (District 6)** 1401 Howard Street is located on the south corner of Howard and 10th Streets, Assessor’s Block 3517, Lots 39. The subject property is located within an RCD (Regional Commercial District) zoning district and a 55/65-X Height and Bulk district. The subject property is an Article 10 individual landmark No. 120 and added to the National Register of Historic Places in 1982. Formerly Saint Joseph’s Church, the subject property is a former Catholic church constructed in 1913 and designed in the Romanesque Revival style by architect John J. Foley.

The subject property is currently valued by the Assessor’s Office at over $5,000,000; therefore, an exemption from the tax assessment value is required. The application includes a Historic Structure Report prepared by Page & Turnbull that provides evidence that the property meets the exemption criteria for tax assessment value.

At the preliminary inspection visit, the applicant was informed that some proposed scope items would not be considered qualifying scopes of work, such as maintenance of landscaping at the exterior and maintenance of the new concrete floor in the interior. The applicant was advised to include regular inspection and repairs of interior character defining features in the proposed maintenance plan.

In 2018, the applicant completed a full rehabilitation and restoration of the building and received Final approval for the Federal Historic Preservation Tax Incentive in September 2018. Work included the restoration of exterior and interior finishes, seismic strengthening, repair of the slate roof, restoration of the sheet metal domes, and addition of an accessibility ramp.

Future rehabilitation and restoration scope items include full repainting of the interior and exterior. The estimated cost of the proposed rehabilitation work is $291,065.

The applicant has provided a revised maintenance plan which proposes to inspect and make any necessary repairs to the exterior stucco, metal roof elements, windows, doors, and roof on a regular basis. The applicant will be maintaining interior character defining features identified in the National Register nomination, such as the entry lobby floors, plaster detailing, and woodwork. The estimated cost of maintenance work is $30,040 annually.
PHOTOGRAPHS

Front and side elevations of 1401 Howard Street

Primary interior volume facing northwest

Detail of restored decorative plaster elements
Mills Act Application
1401 Howard Street
San Francisco, California

Prepared for: 1401 Howard LLC
Primary Project Contact:
Ruth Todd
Page & Turnbull, 170 Maiden Lane, 5th Floor
San Francisco, CA 94108
415.593.3234/415.362.5560 fax
ruth todd@page-turnbull.com
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MILLS ACT HISTORICAL PROPERTY CONTRACT

Application Checklist:

Applicant should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. Saying “No” to any of the following questions may nullify the timelines established in this application.

<table>
<thead>
<tr>
<th>1</th>
<th>Mills Act Application</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Has each property owner signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Has each signature been notarized?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>High Property Value Exemption Form &amp; Historic Structure Report</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Required for Residential properties with an assessed value over $3,000,000 and Commercial/Industrial properties with an assessed value over $5,000,000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have you included a copy of the Historic Structures Report completed by a qualified consultant?</td>
<td>N/A □</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Draft Mills Act Historical Property Contract</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Are you using the Planning Department’s standard “Historical Property Contract?”</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have all owners signed and dated the contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have all signatures been notarized?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4</th>
<th>Notary Acknowledgement Form</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Is the Acknowledgement Form complete?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Do the signatures match the names and capacities of signers?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>Draft Rehabilitation/Restoration/Maintenance Plan</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year, including all supporting documentation related to the scopes of work?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6</th>
<th>Photographic Documentation</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7</th>
<th>Site Plan</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8</th>
<th>Tax Bill</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Did you include a copy of your most recent tax bill?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9</th>
<th>Rental Income Information</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10</th>
<th>Payment</th>
<th>YES X</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Did you include a check payable to the San Francisco Planning Department?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11</th>
<th>Recordation Requirements</th>
<th>YES □</th>
<th>NO □</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be accompanied by the following in order to meet recording requirements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>– All approvals, signatures, recordation attachments</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>– Fee: Check payable to the Office of the Assessor-Recorder* in the appropriate recording fee amount Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>– Preliminary Change of Ownership Report (PCOR). Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date PCOR (see example on page 20).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.)

<table>
<thead>
<tr>
<th>PROPERTY OWNER 1 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1401 HOWARD LLC</td>
<td>(415) 640 - 0567</td>
</tr>
<tr>
<td>PROPERTY OWNER 1 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td>810 7TH STREET</td>
<td><a href="mailto:sean@visitthemarket.com">sean@visitthemarket.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 2 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( )</td>
</tr>
<tr>
<td>PROPERTY OWNER 2 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 3 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>( )</td>
</tr>
<tr>
<td>PROPERTY OWNER 3 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
</tbody>
</table>

2. Subject Property Information

<table>
<thead>
<tr>
<th>PROPERTY ADDRESS:</th>
<th>ZIP CODE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1401 HOWARD STREET</td>
<td>94103</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY PURCHASE DATE:</th>
<th>ASSESSOR BLOCK/LOT(S):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3517 / 035</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MOST RECENT ASSESSED VALUE:</th>
<th>ZONING DISTRICT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 15,797.197</td>
<td>RCD</td>
</tr>
</tbody>
</table>

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

Is the entire property owner-occupied? YES □ NO X

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 X

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 X

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: ____________
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 X
- The property is a Commercial/Industrial Building valued at less than $5,000,000. [ ] YES [ ] NO X

*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:
1401 HOWARD LLC

Most Recent Assessed Property Value:
$ 15,797,197

Property Address:
1401 HOWARD ST, SAN FRANCISCO, CA

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: ________________

Owner Signature: _____________________________ Date: ________________

Owner Signature: _____________________________ Date: ________________
5. Rehabilitation/Restoration & Maintenance Plan

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proposed work will meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties and/or the California Historic Building Code.</td>
<td>☑</td>
<td></td>
</tr>
<tr>
<td></td>
<td>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</td>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>#_____ (Provide a scope number)</th>
<th>BUILDING FEATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rehab/Restoration</td>
</tr>
</tbody>
</table>

| CONTRACT YEAR FOR WORK COMPLETION: |
| TOTAL COST (rounded to nearest dollar): |
| DESCRIPTION OF WORK: |

ALL OF THE RESTORATION/REHABILITATION, AND MAINTENANCE WORK IS DESCRIBED IN THE FOLLOWING PAGES.
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.
Mills Act Application

California Mills Act Historical Property Agreement

ST. JOSEPH’S ART SOCIETY

PROPERTY NAME (IF ANY)

1401 HOWARD 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 1401 HOWARD LLC (“Owner/s”).

RECITALS

Owners are the owners of the property located at 3517 / 035 , in San Francisco, California. The building located at 1401 HOWARD STREET is designated as SF CITY LANDMARK #120, NATIONAL REGISTER OF HISTORIC PLACES #82002250 (e.g., “a City Landmark pursuant to Article 10 of the Planning Code”) and is also known as the ST JOSEPH’S CHURCH.

 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 FIVE MILLION, SEVEN HUNDRED, TWENTY-FIVE THOUSAND DOLLARS ($ 5,725,874). 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 SIX HUNDRED, SEVENTY THOUSAND, NINE HUNDRED, SIXTY-FIVE DOLLARS ($ 670,965) 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 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:

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.


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.


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.


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.


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.

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

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.

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.

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

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:

<table>
<thead>
<tr>
<th>CARMEN CHU</th>
<th>Date</th>
<th>JOHN RAHAIM</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASSESSOR-RECORDER</td>
<td></td>
<td>DIRECTOR OF PLANNING</td>
<td></td>
</tr>
<tr>
<td>CITY &amp; COUNTY OF SAN FRANCISCO</td>
<td></td>
<td>CITY &amp; COUNTY OF SAN FRANCISCO</td>
<td></td>
</tr>
</tbody>
</table>

APPROVED AS PER FORM:

<table>
<thead>
<tr>
<th>DENNIS HERRERA</th>
<th>Date</th>
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<tbody>
<tr>
<td>CITY ATTORNEY</td>
<td></td>
</tr>
<tr>
<td>CITY &amp; COUNTY OF SAN FRANCISCO</td>
<td></td>
</tr>
</tbody>
</table>

Signature | Date
Print name | DEPUTY CITY ATTORNEY

Signature | Date
Print name | OWNER

Signature | Date
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, __________________________, __________________________, 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)
REHABILITATION / RESTORATION & MAINTENANCE PLAN (CONTINUED/ATTACHMENT)

Exhibit A. Rehabilitation/Restoration Plan

<table>
<thead>
<tr>
<th>Scope: # 1</th>
<th>Building Feature: Exterior Gates, Curbs, Fence, Piers, Granite Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
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<tr>
<td>X</td>
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</tbody>
</table>

Contract year work completion: 2018
Total Cost: $25,000.00 Source SOV #2920

Description of work: Restoration and Repair of Exterior Gates, Curbs, Fences, Piers and Granite Steps

- The direction of the swing of all gates was reversed in the direction of egress. The gates were prepared, primed, and painted, and latch and lock sets were provided. At the two existing double gateways, the existing gates were reinstalled on new freestanding supports similar to the existing. The original hinges were retained at the original piers. The displaced sections of the piers were reset in the original locations and grouted. The cement plaster parge was repaired as required to match the original.
- The iron fence was prepared, primed, and painted. The gaps and voids were filled with mortar at the base and pier attachments. Where the fence is set into the curb and is corroded, the metal was repaired, painted, and set into lead or sealant as required to prevent future damage to the fence or curb.
- The cement plaster parge on the piers was cleaned and graffiti was removed or painted over. The cement plaster parge was repaired to match the existing adjacent color and texture as required.
- Existing joints were raked out and the granite steps were cleared of debris. Joints were repaired with mortar. Algae, moss, and other biological growth was removed. Soil and paint spatters were removed. New code-required bronze handrails were installed.

<table>
<thead>
<tr>
<th>Scope: # 2</th>
<th>Building Feature: Exterior Paint and Stucco Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
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<tr>
<td>X</td>
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</tbody>
</table>

Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026
Total Cost: $146,950. Source SOV #9900 (half), $293850/2=$146,950.

Description of work: Façade Restoration and Full Repainting

- The existing stucco was analyzed to determine if it was lime or Portland cement-based. These tests were performed by an architectural conservator.
- Staining and soiling was removed by the gentlest means possible, this included light brushing and water washing, and cleaning with a commercial agent.
- Areas of significant hairline cracking were repaired based on analysis to determine the root cause of the condition. Investigation included testing for underlying detachment of the stucco layer, moisture intrusion, structural movement, or other causes.
- Climbing vegetation such as ivy was removed.
- Spalls and cracks through cement plaster were repaired. The cracks were routed and patched to match the existing adjacent texture, profile, and appearance.
- The existing deteriorated or detached cement plaster was removed. Graffiti and stains were removed.
- Unsound paint was removed and coated with a new breathable paint coating.
Scope: # 3
Building Feature: Exterior _ Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2018
Total Cost: $424,323. Source SOV #7600 = $434,323

Description of work: Repair and Restoration of Exterior Sheet Metal Elements
- Peeling or blistering paint was scraped or sanded.
- Corrosion was removed with hand scrapers or a wire brush.
- For panels with heavy corrosion and resulting perforation of the sheet metal unit, there were three options, dependent on severity and size:
  1. Corroded panels were removed and the unit was replaced with a new piece of sheet metal cut to the appropriate dimension and profile,
  2. The corroded area was cut out of existing sheet metal, a new piece was braze-welded and the joint was ground flat; or
  3. The corroded area was cut out of existing sheet metal and steel-filled epoxy compound was installed to patch small holes.
- All exposed metal was painted with a rust-inhibiting primer and two coats of color-appropriate outdoor paint.
- Missing elements were replaced to maintain visual consistency.

Scope: # 4
Building Feature: Exterior _ Wood-sash Windows and Steel Tracery

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2018
Total Cost: $366,443. Source SOV #6150 and # 8050 for $96,867 and $269,576 = 366,443

Description of Work: Repair, Restoration and Replacement of Windows
- A detailed conditions assessment of windows at St. Joseph’s Church was conducted to determine the extent of deterioration and appropriate treatments at each window. This included careful inspection and documentation of each window frame and its conditions, and other non-invasive diagnostic tests.
- Repair of the window frames attempted to retain as much original material as possible, while providing adequate moisture protection for the building, and included paint removal, splicing of new wood elements in areas of severe deterioration, and replacement of all glazing compound.
- The wood frames were prepared and painted, all the existing ribbed glass that could be preserved was reused. Ribbed glass that matched the original was installed in selected locations.

Scope: # 5
Building Feature: Exterior _ Stained Glass Windows

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2018
Total Cost: $81,260.00 Source SOV #8070

Description of work: Repair and Restoration of Stained Glass Windows
- Documentation and restoration of the windows was performed by a professional conservator. Restoration included removal, transport, restoration, and reinstallation of the stained glass.
- The wood and steel armatures remaining from the previous stained glass window installation were prepared and painted.
- The remaining stained glass in the south wall of the kitchen was removed, salvaged, and reinstalled in the office on the first floor.
### Scope: # 6
**Building Feature: Exterior Skylight**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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</table>

**Contract year work completion:** 2018

**Total Cost:** $39,010.00  **Source SOV #8080**

**Description of work:** Repair and Restoration of Exterior Skylight
- The steel skylight remained in place and was repaired and cleaned.
- New tempered glazing and sealant was installed, and all work and flashing details were coordinated with the roof strengthening and re-roofing work.

### Scope: # 7
**Building Feature: Interior Structural Steel for Seismic**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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</table>

**Contract year work completion:** 2018

**Total Cost:** $571,841  **Source SOV 8 items #5050, 5070 and 5120**

**Description of work:** Seismic Strengthening
- Steel was fabricated and installed for seismic strengthening.

### Scope: # 8
**Building Feature: Interior Decorative Plaster**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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</table>

**Contract year work completion:** 2018

**Total Cost:** $1,350,577.00  **Source SOV #9050, $1,350,577**

**Description of work:** Repair and Restoration of Interior Decorative Plaster
- Detached or cracked plaster elements were repaired, if in otherwise sound condition, with an injected epoxy or gypsum-based grout. Testing was conducted to determine the most effective adhesive.
- Non-historic wood veneer was removed so that plaster at the base of the wall could be restored and painted.
- Further testing of the plaster was conducted to determine the extent of deterioration. This determined the treatment method: patching and reshaping damaged elements when possible, or replacement in kind.

### Scope: # 9
**Building Feature: Interior Woodwork, Doors and Finish Hardware**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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</table>

**Contract year work completion:** 2018

**Total Cost:** $269,000.00  **Source SOV #8200**

**Description of work:** Repair and Restoration of Interior Woodwork, Doors and Finish Hardware
- Soiling was cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling.
- Blistered varnish was treated with the gentlest means possible in order to preserve the existing finish. Treatments included lightly scraping blistered areas of varnish and spot-treating with fine steel wool or cotton, alcohol and a compatible varnish or shellac.
- White stains were tested to determine the cause Paint and guano were removed mechanically with a scraper so as not to damage the existing wood finish.
- Where required by the level of damage, select areas of woodwork were refinished to match the original.
Wood was replaced where missing to match the original.
At exterior doors, deteriorated wood was repaired with wood Dutchman and matched the original species, grade, grain, and profile. The exterior surface was prepped and painted. The interior was cleaned and touched up or refinished to match the original stain or clear coat.
Door hardware was replaced or repaired to match existing and to meet current code.

<table>
<thead>
<tr>
<th>Scope: # 10</th>
<th>Building Feature: Interior Marble Wainscoting and Tiles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $5,000.00</td>
<td><strong>Source From KFI (3/28/19 email)</strong></td>
</tr>
<tr>
<td>Description of work:</td>
<td>Restoration of Interior Marble</td>
</tr>
<tr>
<td>▪ Tape residue and soiling was removed with a gentle stone cleaner. Mock-ups were conducted to determine the most effective product.</td>
<td></td>
</tr>
<tr>
<td>▪ Vinyl tiles and mastic were removed in the vestibule without causing damage to underlying marble, which was cleaned with a gentle stone cleaner to remove staining and adhesive. Mockups were conducted to determine the most effective product.</td>
<td></td>
</tr>
<tr>
<td>▪ Vinyl tiles and mastic were removed from the vestibule floor and cleaned using the gentlest means possible.</td>
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<tr>
<td>▪ The marble floors were polished to restore luster</td>
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</tbody>
</table>

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<thead>
<tr>
<th>Scope: # 11</th>
<th>Building Feature: Interior Nave Floor Concrete</th>
</tr>
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<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $207,357</td>
<td><strong>Source (4 items) SOV #2050, #2250, #2300 and KFI, $30,000 $7,500 $79,847 $45,410 and $44,600</strong></td>
</tr>
<tr>
<td>Description of work:</td>
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<tr>
<td>▪ The existing (non historic) slab was removed</td>
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<tr>
<td>▪ Soil was excavated and the surrounding soil was underpinned.</td>
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<tr>
<td>▪ New foundations, with piers and grade beams were installed</td>
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<tr>
<td>▪ New stage over the grade beams was installed in the apse.</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Scope: # 12</th>
<th>Building Feature: Interior Tower Floor Concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $573,000.00</td>
<td><strong>Source SOV #2450 and #2460 and KFI</strong></td>
</tr>
<tr>
<td>Description of work:</td>
<td></td>
</tr>
<tr>
<td>▪ The concrete sloped floor was replaced with a new flat structural concrete slab.</td>
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<tr>
<td>▪ New micropile foundations were installed in the towers.</td>
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</tr>
<tr>
<td>▪ The top 10 feet of the micro piles were cased in concrete.</td>
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<tr>
<td>▪ Tower walls reinforced in concrete and covered in plaster.</td>
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</table>

<table>
<thead>
<tr>
<th>Scope: # 13</th>
<th>Building Feature: Exterior Lighting</th>
</tr>
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<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
</tbody>
</table>
Total Cost: $92,625.00  **Source SOV #16080**

**Description of work:**
- The missing original fixtures on the main entry façade were replicated based on historic documentation.
- Building façade lighting was replaced with LED fixtures to save energy.

<table>
<thead>
<tr>
<th>Scope: # 14</th>
<th>Building Feature: Interior Lighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance Completed Proposed</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $135,281.00 <strong>Source SOV #16070</strong></td>
<td></td>
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</table>

**Description of work:** Repair, Restoration and Replacement in kind of historic light fixtures:
- The historic light fixtures were cleaned and relamped.
- The missing fixtures in the main sanctuary were replicated.

<table>
<thead>
<tr>
<th>Scope: # 15</th>
<th>Building Feature: Roof / Built-up Roof</th>
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<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance Completed Proposed</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $28,110.00 <strong>Source SOV #7500</strong></td>
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</tbody>
</table>

**Description of work:**
- Existing built-up roofing was removed at the lower roofs.
- New built-up roofing was installed over new structural decking.

<table>
<thead>
<tr>
<th>Scope: # 16</th>
<th>Building Feature: Roof / Slate Roof</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance Completed Proposed</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $258,950.00 <strong>Source SOV #7300</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:**
- Existing slate roof tile was removed at the main roof and portals, salvaged, and reinstalled to allow access for structural stabilization of the roof structure.
- Deteriorated and broken tiles were replaced with salvaged stock or new tile to match the existing.
- New felt underlayment and galvanized flashing was installed.

<table>
<thead>
<tr>
<th>Scope: # 17</th>
<th>Building Feature: Interior Painting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance Completed Proposed</td>
</tr>
<tr>
<td>Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $146,950.00 <strong>Source SOV #9900 (half), $293850/2=$146,950</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:**
- Tested bottom layer of paint to find original colors.
- Interior plaster was painted, interior wood was refinished, and window mullions were repainted.
- Lead paint was abated.
<table>
<thead>
<tr>
<th>Scope: # 18</th>
<th>Building Feature: Roof / Sheet Metal Dome and Sheet Metal Crosses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X Maintenance Completed [X] Proposed</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $60,000.00 Source SOV #9950</td>
<td></td>
</tr>
<tr>
<td>Description of work:</td>
<td></td>
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<tr>
<td>▪ Gold leaf was reapplied to the domes and crosses.</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Scope: # 19</th>
<th>Building Feature: ADA Upgrades _ Exterior Ramp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X Maintenance Completed [X] Proposed</td>
</tr>
<tr>
<td>Contract year work completion: 2018</td>
<td></td>
</tr>
<tr>
<td>Total Cost: 12,000.00 Conversation with contractor</td>
<td></td>
</tr>
<tr>
<td>Description of work:</td>
<td></td>
</tr>
<tr>
<td>▪ Ramp provided at transept.</td>
<td></td>
</tr>
<tr>
<td>▪ Auto operator provided at existing door.</td>
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</table>

<table>
<thead>
<tr>
<th>Scope: # 20</th>
<th>Building Feature: Interior Painting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X Maintenance Completed [ ] Proposed [X]</td>
</tr>
<tr>
<td>Contract year work completion: 2026</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $50,000.00 See Source SOV #9900</td>
<td></td>
</tr>
<tr>
<td>Description of work:</td>
<td></td>
</tr>
<tr>
<td>▪ Partial repainting of interior walls.</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Scope: # 21</th>
<th>Building Feature: Exterior Painting of Cement Plaster</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X Maintenance Completed [ ] Proposed [X]</td>
</tr>
<tr>
<td>Contract year work completion: 2026</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $241,065.00 (Exterior painting costs in 2018 escalated 5%/yr for 8 years)</td>
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</tr>
<tr>
<td>▪ Repaint exterior, repair any new cracks. All repair work will be done with compatible materials and in accordance with the Secretary of the Interior’s Standards.</td>
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</table>
### Exhibit B Maintenance Plan

#### Scope: # 1
Building Feature: Site Landscape

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</thead>
<tbody>
<tr>
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</table>

- **Contract year work completion:** 2028 and every 10 years thereafter
- **Total Cost:** $120,000.00 ($1,000/month x 12mo x 10 yrs)
- **Description of work:** Washing of sidewalks and granite entry steps. Granite steps will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will be performed in conformance with the Secretary of the Interior Standards.

#### Scope: # 2
Building Feature: Exterior Stucco

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- **Contract year work completion:** 2019 and annually thereafter
- **Total Cost:** $40,000 (maintenance of 4,000/yr x10yrs)
- **Description of work:** Regular repainting of exterior stucco as needed to address graffiti. Perform visual inspection annually for signs of blistering or peeling paint.

#### Scope: # 3
Building Feature: Roof

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- **Contract year work completion:** 2019 and annually thereafter
- **Total Cost:** $30,000.00 (maintenance of $3,000 x 10yrs)
- **Description of work:** Inspect the slate roof for loose or broken tiles and replace as needed. Inspect and repair caulking and flashing. Clear drains, overflow drains and scuppers. Remove birds nests and discourage roosting.

#### Scope: # 4
Building Feature: Exterior Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.

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- **Contract year work completion:** 2019 and annually thereafter
- **Total Cost:** $12,000.00 ($1200 per year)
- **Description of work:** Perform visual inspection annually for rust, holes and signs of water where it shouldn’t be. Clean gutters, replace screens, check down spouts and clean drains. Repair damaged pieces to match existing using appropriate materials and methods. All repairs will be performed in conformance with the Secretary of the Interior Standards.

#### Scope: # 5
Building Feature: Exterior Wood-sash Windows and Steel Tracery.

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- **Contract year work completion:** 2019 and annually thereafter
- **Total Cost:** $10,000.00 ($1000 per year)
- **Description of work:** Perform visual inspection annually for signs of caulking failure, check operable windows, window locks and replace any cracked or broken glass in kind. All window repairs will be performed in accordance with the Secretary of the Interior Standards.
### Scope: # 6
**Building Feature: Exterior Skylight**

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**Contract year work completion:** 2019 and annually thereafter  

**Total Cost:** $5,000.00 ($500 per year)

**Description of work:** Perform visual inspection annually for signs of caulking failure, condensation problems that might compromise structure of skylight and replace any cracked or broken glass in kind. All repairs will be performed in conformance with the Secretary of the Interior Standards.

### Scope: # 7
**Building Feature: Exterior Stained Glass Windows**

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</tbody>
</table>

**Contract year work completion:** 2019 and annually thereafter  

**Total Cost:** $16,000.00 ($1600 per year)

**Description of work:** Inspect stained glass and replace any cracked or missing pieces with glass that matches original glass in color and texture. Inspect and repair lead came. All work will be performed in conformance with the Secretary of the Interior’s Standards and in accordance with NPS Preservation Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass.

### Scope: # 8
**Building Feature: Exterior Wood Doors**

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<tbody>
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</tbody>
</table>

**Contract year work completion:** 2019 and annually thereafter  

**Total Cost:** $7,900.00 ($790 per year)

**Description of work:** The face of the wood doors have extreme exposure to rain and sun. They suffered significant deterioration in the past. They need regular cleaning and regular refinishing. All work will be performed in conformance with the Secretary of the Interior’s Standards.

### Scope: # 9
**Building Feature: Interior Decorative Plaster**

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<tbody>
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</tbody>
</table>

**Contract year work completion:** 2019 and every 10 years thereafter  

**Total Cost:** $20,000.00 ($2000 per year)

**Description of work:** The existing plaster was previously damaged when water got into the attic and behind the decorative plaster ceiling. Problems on the surface appeared only after considerable damage was done inside the concealed spaces, therefore there will be visual inspections annually must look inside the attic for signs of water damage and make needed repairs. All work will be performed in conformance with the Secretary of the Interior’s Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster.

### Scope: # 10
**Building Feature: Interior Woodwork**

<table>
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</thead>
<tbody>
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<td></td>
<td>X</td>
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</tbody>
</table>

**Contract year work completion:** 2019 and annually thereafter  

**Total Cost:** $16,000.00 ($1600 per year)

**Description of work:** Perform visual inspection annually for damage and repair in the gentlest means possible. All work will be performed in conformance with the Secretary of the Interior’s Standards.
## Scope: #11  
**Building Feature:** Bell Tower  
**Rehab/Restoration:** Maintenance [X] **Completed**  
**Proposed** [X]  
**Contract year work completion:** 2019 and annually thereafter  
**Total Cost:** $18,500.00 ($1850 per year)  
**Description of work:** Annual visual inspection of bell rope and hanging mechanism. Climb the ladders and go into the attic spaces and remove birds and close up any gaps in the screens and louvers.

## Scope: #12  
**Building Feature:** Site Drainage  
**Rehab/Restoration:** Maintenance [X] **Completed**  
**Proposed** [X]  
**Contract year work completion:** 2019 and annually thereafter  
**Total Cost:** $11,500 ($1,500 per year)  
**Description of work:** Inspect drywells in garden areas and verify site drainage is functioning to remove standing water. Repair if needed if water is not being completely absorbed as intended.

## Scope: #13  
**Building Feature:** Interior plaster  
**Rehab/Restoration:** Maintenance [X] **Completed**  
**Proposed** [X]  
**Contract year work completion:** 2023 and bi-annually thereafter  
**Total Cost:** $80,000  
**Description of work:** Repaint public spaces and repair plaster work as necessary. All work will be performed in conformance with the Secretary of the Interior’s Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster and No. 21: Repairing Historic Flat Plaster Walls and Ceilings.

## Scope: #14  
**Building Feature:** Interior Marble Floors  
**Rehab/Restoration:** Maintenance [X] **Completed**  
**Proposed** [X]  
**Contract year work completion:** 2022 and annually thereafter  
**Total Cost:** $8,000  
**Description of work:** Clean and reseal marble floors and wainscot. All marble will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings.

## Scope: #15  
**Building Feature:** Interior wood floors, wood doors and wood paneling  
**Rehab/Restoration:** Maintenance [X] **Completed**  
**Proposed** [X]  
**Contract year work completion:** 2022 and annually thereafter  
**Total Cost:** $12,000  
**Description of work:** Conduct a visual inspection and repair as needed to match original. All work will meet the Secretary of the Interior’s Standards.
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>Change Orders</td>
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<tr>
<td>3/31/2019</td>
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**Change Orders Summary**

In previous months by Owner:

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*INSTRUCTIONS:* Attach a signed copy of the contract and receipt to this form. The date must be the same as the date of contract and receipt. The amount must be the same as the amount stated in the contract and receipt. The description must be the same as the description stated in the contract and receipt.

*NOTE:* The amount must be increased by 10% for the amount stated in the contract and receipt. The description must be increased by 10% for the description stated in the contract and receipt.
II. EXEMPTION STATEMENT AND SIGNIFICANCE EVALUATION

EXEMPTION STATEMENT

The Mills Act Historical Property Contract requires all commercial properties that are assessed at a value of more than $5 million to include a Historic Structure Report (HSR) as part of the application. The value of this property was less than $5 million before renovations but is over the threshold due to the extensive renovations that were necessary to place it in service. Representatives of the San Francisco Planning Department have indicated that the HSR could be limited in scope and should include, at minimum, a brief history of the building, a description of the building’s historic condition, a summary of its existing condition, and an outline of short-term and long-term recommendations for rehabilitation.

This limited Historic Structure Report, together with the Rehabilitation/Restoration & Maintenance Plan, serves to fulfill the requirements of the Mills Act application.

2019 MILLS ACT APPLICATION CRITERIA

This Mills Act application is submitted for 1401 Howard Street in San Francisco. During the process of preparing the application, staff at the Planning Department was consulted and the applicant was notified that changes to the Mills Act Program had been made but that the revised/updated application had not yet been posted to the city website. For this reason, the applicant was instructed to submit the old application, and strongly encouraged to include a written justification as to how the property meets the priority consideration criteria.

The priority consideration criteria and justification is summarized below, demonstrating that the property qualifies in three of the five categories for priority consideration. Further justification is summarized in the application that follows.

NECESSITY

For more than thirty years, this Landmark property sat vacant and suffered vandalism and continued deterioration. New owners assumed a risk and it took more than 10 years to assemble a pro-forma with financial incentives that enabled the project to ‘pencil out’. Thorough assessment of architectural and structural conditions was required: use of the State Historical Building Code and Historic Rehabilitation Tax Credits were necessary for the substantial rehabilitation and restoration to be implemented in ways that allowed for the preservation and reuse of this Landmark.

INVESTMENT

The substantial rehabilitation of 1401 Howard resulted in significant private investment and placed it on the tax roll for the first time since its construction in 1913. The applicant spent more than $12 million dollars to reinvest in the Landmark and the project has improved the investment climate of the entire neighborhood.

DISTINCTIVENESS

The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature. 1401 Howard is City Landmark #120 and is listed in the National Register of Historic Places (#1982002250); it has long been recognized as exceptional due to its architectural design and its significance to the early Irish, Filipino and Hispanic communities as a Catholic parish. The project
is also distinct in that it preserved the architectural significance of the church, a challenging typology to reuse, while adapting it to a new future.

RECENTLY DESIGNATED CITY LANDMARK—not applicable, already a Landmark.

LEGACY BUSINESS – not applicable – yet.
III. HISTORIC STRUCTURE REPORT

Historic context and evaluation sections of this Historic Structure Report have been incorporated from the Historic Resource Evaluation authored by Page & Turnbull in 2011.

HISTORY OF 1401 HOWARD STREET

St. Joseph’s Parish was established in 1861 by Archbishop Joseph Sadoc Alemany at the corner of 10th and Howard streets in San Francisco. The parish originally served the large Irish-Catholic population in the South of Market Area. The first St. Joseph’s Church was dedicated on December 8, 1861 and was the seventh parish established in the city.1 (Figure 1).

![Figure 1. St. Joseph’s Church, 1861.](image)


Father Hugh Gallagher was the first pastor of St. Joseph’s Parish. Born in County Donegal, Ireland on Easter Sunday, 1815, he was ordained in 1840 and was sent to Pittsburg, Pennsylvania, where he labored for eight years at Master’s Vineyard. Father Gallagher met Archbishop Alemany at the Council of Baltimore in 1854 and was recruited to California to help build the Diocese of San Francisco. Father Gallagher was appointed pastor of St. Joseph’s in 1861 and selected a site beside an abandoned waterworks at 10th and Howard streets for the construction of St. Joseph’s Church. Under Father Gallagher’s guidance, the parish quickly grew to be one of the most populous and prosperous in San Francisco. A larger church was erected in 1865 on 10th Street, and in 1867, this church was expanded to accommodate additional parishioners.2

In 1867, Father Gallagher established a girls’ school under Mrs. Margaret Deane, and a boys’ school under Professor W.J.G. Williams. These schools, which taught children from the South of Market Area and the Mission district, were secularly operated until 1871, when the Sisters of the Holy Names were brought on to teach classes. Girls’ classes were held in the original church building, which had been remodeled and moved to the rear of the parcel. The boys’ school was housed in the pavilion of the old

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City Gardens. This building was purchased from the city and moved from its original location at 12th and Folsom streets to the corner of 10th and Howard streets (the portion of the parcel presently occupied by St. Joseph’s Church). A convent was also erected on the St. Joseph’s Church property shortly thereafter.³

Father Gallagher died in 1882 and was succeeded by Father Patrick Scanlon. Father Scanlon was born in County Kerry, Ireland, and educated at All Hallows College near Dublin until he was ordained as a priest in 1864. In 1865, Father Scanlon was sent to California, where he worked in Mariposa and Sacramento before coming to St. Joseph’s Parish in San Francisco. Father Scanlon further improved St. Joseph’s schools and secured the Brothers of Mary to take charge of the boys’ school in 1886. Father Scanlon also built a new residence for the clergy and improved the boys’ school facilities. The parish continued to flourish under Father Scanlon, with over twelve thousand predominantly Irish parishioners in regular attendance. Upon Father Scanlon’s death in 1904, Father Patrick E. Mulligan, who was born in San Francisco and attended St. Mary’s College, was appointed as the third pastor of St. Joseph’s Parish.⁴ (Figure 2).

![Figure 2. Father Patrick E. Mulligan, 1906.](image)

Source: San Francisco Call-Bulletin, 3 December 1906.

The 1906 Earthquake and Fire decimated the entire South of Market Area, and St. Joseph’s Church and its associated buildings were all destroyed. The congregation of St. Joseph’s Church celebrated the first Mass after the disaster, on Sunday April 22, 1906, at the McDade home at 17th and Bryant streets⁵. By 1907, Father Mulligan led the congregation in erecting a temporary church on the site of the former St. Joseph’s Church and had already begun constructing new school and residence buildings. Mass was held in the hall of the temporary church for eight years, until the completion of the large permanent church on the corner of the property. The temporary hall was later converted into a gymnasium and parish assembly hall, and currently houses part of the day-care center. After the fire, the clergy lived in the rear

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³ Ibid.
⁴ Ibid.
⁵ San Francisco Chronicle (San Francisco), 25 October 1936.
of the temporary church until the completion of the rectory in 1908 on Howard Street, where the brothers’ home had formerly stood. The convent was reconstructed behind the school as well.\(^6\)

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\(^6\) Archdiocese of San Francisco, “The History of St. Joseph’s Parish.”
Construction began on the present St. Joseph’s Church in 1913. Father Mulligan selected architect John J. Foley to design the massive structure (Figure 3). Foley’s striking Romanesque Revival design featured steel and brick masonry construction, with two towers capped by gilded domes flanking the primary entrance. The new church was to have a seating capacity of 1,000, with white eastern oak pews crafted by Dubuque Altar Manufacturing Company in Dubuque, Iowa, and stained glass windows depicting biblical scenes lining the walls. The cornerstone for St. Joseph’s Church was laid by Archbishop Riordan on April 27, 1913, and construction was completed one year later. St. Joseph’s Church was dedicated in November 1914, and the altars were consecrated in June 1915 (Figure 4). Father Richard Collins succeeded Father Mulligan as pastor on March 1, 1929.

As the South of Market Area was rebuilt in the first half of the twentieth century, it became more industrial and never fully regained its previous residential character. Many of the Irish families who had once inhabited the area did not return, and the composition of St. Joseph’s congregation gradually changed. By the 1950s, the church’s membership was composed largely of Latino and Filipino immigrants. St. Joseph’s Church and its associated buildings underwent a series of renovations in the late 1950s and early 1960s by architects Wilton Smith and John G. Minton; a garage, a convent, and a school were also constructed on the site. Additionally, a concrete shrine modeled after the famous grotto at Lourdes in France was built in the garden next to the church in the 1950s, and was dedicated to Our Lady of Fatima (Figure 5).

In 1968, St. Joseph’s began to host the celebration of the feast of the Santo Niño de Cebu, the Filipino patron saint. The festival became a major celebration complete with a parade and a fiesta, and was extremely popular among the Filipino community. By 1979, St. Joseph’s Church had become the home of

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7 Archdiocese of San Francisco Archives.
8 San Francisco Examiner (San Francisco), 27 April 1913.
9 San Francisco Chronicle (San Francisco), 23 November 1914, 27 June 1915.
12 Building Permit Applications.
the largest Filipino parish in San Francisco. A marble chapel which enshrined the *Santo Niño de Cebu* was dedicated in 1980 as the “National Shrine of Filipinos in the United States of America,” and was the first shrine to the *Santo Niño de Cebu* to be constructed outside the Philippines (no longer extant).  

The Loma Prieta Earthquake in 1989 damaged St. Joseph’s Church, which was immediately closed and declared seismically unstable. As the combined result of the expense to repair the church and the overall decline in church attendance in San Francisco, St. Joseph’s Church remained closed. In order to help the parishioners of St. Joseph’s find a new place of worship, St. Joseph’s merged with neighboring St. Patrick’s parish, and on March 19, 1994, a symbolic procession from St. Joseph’s Church to St. Patrick’s Church was held along Mission Street. In 1997, the parish buildings on the St. Joseph’s site were converted into a center for homeless families and pregnant women. Operated by Catholic Charities of the Archdiocese, the center opened on June 13, 1997, as St. Joseph’s Village. Today, St. Joseph’s Church is no longer associated with the other buildings on the site.

**CONSTRUCTION CHRONOLOGY**

**1860s-1890s**

**1861:** St. Joseph’s Parish established on southwest corner of 10th & Howard streets.

**1900s**

**1906:** Original St. Joseph’s Church destroyed by San Francisco Earthquake & Fire.

**1907:** Parish hall (still extant, but no longer associated with the parcel containing the church) constructed for use as a temporary church and school. A 16’ x 20’ wood-frame horse stable was also constructed on the St. Joseph’s Church site.

**1908:** Rectory (still extant, but no longer associated with the parcel containing the church) constructed. The two-story wood-frame building was designed by an unknown architect for use as clergy residences. A convent (no longer extant) was also constructed on the rear of parcel at around this time.

**1910s**

**1911:** Alterations to convent (formerly located on rear of parcel, no longer extant)—addition of basement and mansard roof; completed by architect John J. Foley.

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16 San Francisco Architectural Heritage, Vertical Files: “220 10th Street.” Note: Sanborn Fire Insurance maps list date of construction as “1913,” as does San Francisco Planning Department’s Parcel Information Database. The original building permits were not found to verify this information.
17 Building Permit Application #8225 (20 February 1907).
18 San Francisco Architectural Heritage, Vertical Files: “1415 Howard Street;” San Francisco Assessor’s Office. Note: Original building permits were unavailable at the time of this report.
19 John J. Foley, “St. Joseph’s Parish Convent,” Plans (1911); Building Permit Application #26218 (2 June 1911).
1913: St. Joseph’s Church constructed. Designed in the Romanesque Revival style by architect John J. Foley, the cornerstone was laid in April 1913. The steel-frame masonry church was dedicated in November 1914, and the altars were consecrated in June 1915.

Circa 1915: Alterations to Parish Hall—two 35’ towers added to primary façade of parish hall by architect John J. Foley.

1920s-1940s
No activity recorded. (Figure 6).

1950s
Circa 1950: Construction of rock-like concrete grotto, built as a shrine to Our Lady of Fatima (demolished in 1999).

1952: Alterations to St. Joseph’s Church complex completed by architects Wilton Smith and John G. Minton and contractor Frank Portman, Jr.
Church—install new lights; install metal railings on 10th Street side; install 4 overhead doors in existing ports; repair stained glass windows.
Other buildings—various alterations and demolition work.

1956: Alterations to St. Joseph’s Church—remove existing wood floor and install concrete floor; replace and relocate pews; relocate altar; install cabinets in sacristy; build new confessionals; lower metal

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20 San Francisco Call-Bulletin (San Francisco), 28 April 1913.
21 San Francisco Chronicle (San Francisco), 23 November 1914, 27 June 1915; San Francisco Examiner (San Francisco), 23 November 1914.
lath and plaster ceiling and install new light fixtures in baptistery. Work completed by contractor Frank Portman, Jr. and architect Denis Shanagher for an estimated cost of $31,000.25

1960s

1960: Permit issued for the construction of a four-car concrete garage at 220 10th Street (still extant, but no longer associated with the parcel containing the church). Designed by architect Wilton Smith, the garage was completed for an estimated cost of $5,000.26 St. Joseph’s School at 250 10th Street was also constructed by architect Wilton Smith at this time.27

1961: Permit issued for erection of concrete building at 244 10th Street to be used as a convent (still extant, but no longer associated with the parcel containing the church). The convent was designed by architect Wilton Smith and was completed for an estimated cost of $504,606.28

1967: Alterations to St. Joseph’s Church complex completed by contractor Frank Portman, Jr. and architect Denis Shanagher for an estimated cost of $26,000.
Rectory—construct addition at rear; remodel kitchen (new cabinets, windows, floor, etc.); remodel bathrooms upstairs and install new bathrooms downstairs; install new gate at entrance.29
Parish Hall—create new door openings and concrete stairs with railings; install new heaters and exhaust fans; install new vinyl asbestos floor covering.30

1970s-1980s

1985: Alterations to Parish Hall—move partition; add new room; add new stairway; install new sheetrock, and re-sheetrock three classrooms. Work completed by contractor Stephen M. Smith for an estimated cost of $15,000.31

1989: St. Joseph’s Church damaged in Loma Prieta Earthquake. The church was declared seismically unstable and was closed.

1990s

1994: St. Joseph’s Parish merged with St. Patrick’s Parish on Mission Street.32

1997: St. Joseph’s Village opens in the parish buildings as homeless shelter and child-care center operated by Catholic Charities of the Archdiocese.33

1999: Alterations to Rectory—remove shrine to provide space for access ramp; add handicap access ramp; install fire alarms and fire suppression system; renovate interior to provide housing for 35 people (add bathrooms, kitchen, rooms); reduce windows on west elevation.34

25 Building Permit Application #337884 (15 December 1956).
26 Building Permit Application #237643 (17 June 1960).
28 Building Permit Application #244156 (1 February 1961).
29 Building Permit Application #349245 (13 October 1967).
30 Building Permit Application #349244 (13 October 1967).
31 Building Permit Application #8502825 (20 March 1985).
33 Ibid.
34 Building Permit Applications #9802661, #9822109, and #9900789 (19 March 1999).
2000s

2003: Alterations to St. Joseph’s Church—remove 31 stained glass windows. The process included removal of interior wood trim, glazing or sealant, and stained glass.35

2008: The archdiocese sells the property to a private developer.

2011: St. Joseph’s Church remains vacant. The rectory, parish hall, convent, school, and garage buildings are no longer associated with the parcel containing St. Joseph’s Church.

2016: The building permit on structural repairs was issued in May 2016 and the construction started in June 2016. The scope included the restoration work for the roof, new foundations, and structural repairs.

2017: The building permit on the tenant improvements was issued in November. The scope of this permit included the new mezzanine, new mechanical and electrical systems, new toilets, new stairs and interior finishes.

2018: The construction of the structural work and TI was completed, and the owners received the Certificate of Final Completion in August.

HISTORIC SIGNIFICANCE

St. Joseph’s Church is a designated San Francisco City Landmark (#120) and is listed in the National Register of Historic Places (#1982002250).

National Register of Historic Places

The National Register of Historic Places 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. Typically, resources over fifty years of age are eligible for listing in 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. 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;

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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.

A resource can be considered significant on a national, state, or local level to American history, architecture, archaeology, engineering, and culture. The following examines the significance of St. Joseph’s Church under these criteria:

St. Joseph’s Church is currently listed in the National Register under Criteria A (Event) and C (Design/Construction) in the areas of architecture, religion, and ethnic history for a period of significance from 1906 to 1914. The church, which is no longer associated with any of the adjacent buildings that once formed the church complex (including the rectory and parish hall that were included in the nomination), is significant for its association with the reconstruction of the South of Market Area and religious institutions following the 1906 Earthquake and Fire. The church also played an important role in the ethnic history of San Francisco, having witnessed the change from a predominantly Irish Catholic parish to a Filipino parish. St. Joseph’s Church is also architecturally significant as an excellent local example of Romanesque Revival architecture, and as a typical example of ecclesiastical architecture of this period.  

San Francisco City Landmark

Under Article 10 of the San Francisco Planning Code, the evaluative criteria used by the Landmarks Board for determining eligibility are closely based on those developed for use by the National Park Service for the National Register of Historic Places.

St. Joseph’s Church was listed as San Francisco City Landmark #120 in 1980. The Landmarks Board nomination form attributes the significance of St. Joseph’s Church to its meaning to ethnic groups in the city, especially the Irish and Filipino communities; its contribution to education in San Francisco, namely the establishment of one of the city’s first parochial schools; and its association with the development of the South of Market Area. The grounds, rectory, and parish hall were included in the landmark nomination as contributing features to the site. St. Joseph’s Church is currently owned by a different entity and is no longer associated with the rectory or parish hall. Additionally, the church is no longer associated with the garage, convent, or school, which were not included or listed as contributing resources in the nomination.

South of Market Survey & Area Plan

The South of Market Area Plan (Area Plan or Plan) is a component of the city’s General Plan that contains a set of objectives and policies created by the San Francisco Planning Department to guide decisions affecting the development of San Francisco’s South of Market neighborhood. The South of Market Area Plan is primarily geared towards guiding residential development and public facilities within the area covered by the plan, which roughly is bordered by South Van Ness, Mission, Townsend and

37 “Final Case Report: St. Joseph’s Church & Complex,” San Francisco Landmarks Preservation Advisory Board Nomination Form (5 March 1980).
Second Streets.  The Plan provides for a mixture of low-income residential areas, rent-sensitive small business areas, and downtown visitor and office industries. The South of Market Area Plan identified a couple of potential historic districts and included a list of individually significant buildings outside those districts. St. Joseph’s Church (1401 Howard Street) is listed as a “significant building located outside the proposed historic district” in the South of Market Area Plan.

In conjunction with the Western SoMa Community Plan (2011), the Planning Department undertook a survey of historic resources within the Plan area. The SoMa Historic Resources Survey was adopted by the Historic Preservation Commission in July 2010. As part of this survey, St. Joseph’s Church was found to be a contributor to the proposed “Western SoMa Light Industrial & Residential Historic District,” which appears eligible for listing in the National Register of Historic Places.

Figure 7. Parcel map of the Western SoMa Community Plan area, with St. Joseph’s Church marked with a star. Source: San Francisco Planning Department; altered by author.

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CHARACTER DEFINING FEATURES

For a property to be eligible for national, state, or local designation under criteria related to type, period, or method of construction, the essential physical features (or character-defining features) that enable the property to convey its historic identity must be evident. These distinctive character-defining features are the physical traits that commonly recur in property types and/or architectural styles. To be eligible, a property must clearly contain enough of those characteristics to be considered a true representative of a particular type, period, or method of construction, and these features must also retain a sufficient degree of integrity. Characteristics can be expressed in terms such as form, proportion, structure, plan, style, or materials.

The character-defining features of St. Joseph’s Church include, but are not limited to:

**Exterior**
- Cruciform plan
- Massing
- Faux-stone stucco
- Sheet metal architectural elements including cornices, upper towers, gilded domes and crosses
- Wooden window tracery
- Shapes of window openings
- Granite steps
- Wooden doors

**Interior**
- Marble wainscoting and floor in the lobby and side exit vestibules
- Decorative plaster elements including moldings, dentil cornice, pilasters and columns, vaults and coffered ceilings
- Oak woodwork including doors, door frames, window frames, column bases and railings
- Stained glass in the bell towers and rear office
- Interior volume over 50 feet high

The character-defining features of the overall site include, but are not limited to:
- Low brick perimeter wall with brick piers and metal fence
- Low concrete curb at northeast corner
- Landscaped open space surrounding the church
- Flat grade of the site
ARCHITECTURAL DESCRIPTION

St. Joseph’s Church (1401 Howard Street; APN 3517/035) is located on an irregular-shaped lot on the southwest corner of 10th and Howard streets in San Francisco’s South of Market Area (Figure 8). The church was previously the focal point of a complex of six buildings that were once associated with St. Joseph’s Parish. Four of the other buildings—St. Joseph’s School, Convent, Parish Hall, and Rectory—are under different ownership and are no longer associated with the church. The garage (APN 3517/036) has since been demolished and now serves as a parking area for St. Joseph’s Church.

Exterior

Constructed in 1913, St. Joseph’s Church is a three-story, steel-frame masonry church designed in the Romanesque Revival style (Figure 9). The cruciform-plan building is clad in stucco, scored to simulate stone, and sits on a concrete foundation and is capped by a gable roof. The building features a combination of large stained glass lancet windows, arched windows with keyhole details and contemporary glazing, and large rose windows. A layer of protective glazing has been installed at the exterior of the lancet windows. Typical doors include paneled wood doors with either an arched stained glass transom or a decorative wood paneled tympanum.

The primary façade faces north onto Howard Street and is symmetrical. The main entrance is located in the center section of the façade and three sets of paired double doors with quatrefoil paneling (Figure 10). The main entrance is accessed via granite steps with two metal hand rails. Flanking either side of the stairs are two contemporary steel planters. Each door is surrounded by a Roman arch with dentil molding and a paneled wood tympanum. These doors are separated by paired engaged Corinthian columns. On the upper floors, a large rose window set into a large, recessed arch dominates this portion of the façade. The center section of the primary façade terminates in a gable roof with a pressed metal raked cornice supported by dentils and a corbel table and is capped by a gold cross finial.
The center gabled section of the primary façade is flanked by two square corner towers. Each tower contains a rose window above a pair of tall lancet windows of geometric stained glass separated and flanked on either side by colonettes. The towers terminate in a cornice, dentil molding, and corbel table similar to those found throughout the building. Octagonal cupolas with arched vents separated by engaged Ionic columns support the gold domes with gold crosses that crown the towers.

The east (10th Street) façade is similar to the primary façade in detailing and organization. The overall form of the east façade features a corner tower at the north end, a long recessed section with clerestory windows above a projecting first floor, the transept end in the center, and another recessed section at the south end. The treatment of the corner tower is identical to the treatment of the towers on the primary façade. The long recessed section features a projecting ground floor capped by a shed roof. A simple pressed metal cornice supported by a corbel table and a row of arched windows with decorative steel muntins (formerly stained glass windows) separated by pilasters decorate the ground floor. A row of similar but smaller windows and pilasters occupies the clerestory. The transept end repeats the detailing of the center section of the primary façade but has a solid wall instead of an entrance on the ground floor and is topped by a gold cross finial (Figure 11). Projecting portals are located on either side of the transept and feature gable roofs supported by corbel tables and door treatments similar to those found at the main entrance. A contemporary steel planter is located along the transept, at the 10th Street sidewalk (Figure 12). A covered, concrete stairwell provides access to a door below ground level, north of the east transept.
The west façade has a similar overall composition and features similar treatments to the east façade. An accessible concrete ramp with metal handrails runs along the recessed portion of the west façade, accessing the projecting portal on the north side of the transept (Figure 13). South of the west transept is a small recessed area and a projecting bay. Concrete steps with metal handrails access a door on the south side of the transept and on the north side of the projecting bay (Figure 14).

The rear (south) façade is dominated by a blank wall clad in molded stucco; it has a gable roof with raked pressed metal cornice, dentil molding, and corbel table similar to those found on the primary façade (Figure 15). A structural steel frame spans the blank wall of the rear façade, between the pilasters and below the corbel table (Figure 16). The metal frame is composed of one horizontal beam and two vertical beams; between the vertical beams are metal mesh screens with climbing vine plantings. The gable end is flanked by one-story projections that feature multi-light steel sash windows with arched transoms, pilasters, and the church’s characteristic pressed metal dentilated cornice. A metal bike rack is mounted on the wall of the west projecting volume.
Interior

The interior of St. Joseph’s Church is a classic cruciform basilica plan, with a narthex, barrel vaulted nave, clerestory, side aisles, and a barrel vaulted transept. The three entrance arches of the Howard Street façade open into a marble-paneled narthex with coffered plaster ceiling, marble floor, and contemporary light fixtures (Figure 17). Three round-arched, heavy wooden doors with leaded glass insets open into the nave. On either side of the narthex through arched doorways with glass transoms are small rooms that form the first floors of the towers. The room to the west is the former baptistery, which opaque glass windows and a contemporary mural painted on the walls (Figure 18). On the east side of the narthex is a small room with green and yellow diamond pane stained glass and stairs leading up to a mezzanine.
From the narthex, the nave is a large linear open space with a coffered plaster barrel vault ceiling. The flat concrete floor features radiant heating. Beneath the clerestory on each side are aisles that are supported by four arches springing from columns; the columns have white oak bases and are capped with gilded Scamozzi capitals. A cornice with dentils and acanthus leaf modillions runs above the arches and extends the length of the nave. On the east and west walls, pointed arch windows with keyhole wooden tracery are located in the aisles and the clerestory.

Large rose windows dominate the transept ends and the northwest end of the nave above the entrance. A former choir loft is located above the entrance and are recessed over the narthex (Figure 19). At the south end of the church, the former altar area is a raised wooden platform reached by wood steps (Figure 20). The altar is surrounded by a semicircular series of arched niches with ionic columns and pilasters on oak bases. Photographic murals have been installed in the center three arched niches. Above the columns is a coffered half dome, with gilded flowers inset into the coffers. A large steel skylight allows light into the altar area.

To the west of the altar is the former sacristy which features an arched ceiling, rounded arch windows. A contemporary mural has been painted on the concrete walls of the former sacristy (Figure 21). To the east of the altar is an office, which has a large painted stained glass window and a rounded arch door.
A non-original steel frame, open mezzanine with concrete floors runs along the full length of the aisles and crosses over the nave, just north of the transept (Figure 22). A metal balustrade with thin metal quatrefoil panels surrounds the mezzanine (Figure 23). Although the mezzanine runs along the exterior walls, it is not attached to the walls. Seating areas, divided by hanging curtains, are located along the aisle, below the mezzanine. On the ground floor of the east transept, at the former location of the confessionals, partition walls enclose a restroom area which features four narrow toilet rooms and two larger, accessible toilet rooms. On the ground floor of the west transept, is a free-standing open servery (Figure 24). The mezzanine level is accessed via straight stairs along the west wall of the west transept and a wheelchair elevator at the west end of the apse (Figure 25).
Restrooms are located at either end of the east transept at the mezzanine level, behind a partial-height museum style wall (Figure 26). A marble, former alter has been converted to feature a sink at either end. A small gallery is located at the mezzanine level, east of the apse (Figure 27). A free-standing bar area, and partial-height storage area is located in the west transept at the mezzanine level. The two towers, located east and west of the narthex and choir loft, feature large stained glass lancet windows, rose windows, and non-original, metal-frame seismic bracing and concrete shear walls. A rope in the east tower operates an original bell (Figure 28). A non-original, free-standing spiral metal staircase accesses a small room above the lancet windows in the west tower (Figure 29). The church also has a one-room basement in the southwest corner of the building accessed by an exterior staircase.
Site

The south and west perimeters of the site, which abut adjacent properties, are lined by a chain-link fence. A courtyard at the northwest corner of the site, a landscaped area at the northeast corner, and a parking area at the southeast corner, are all enclosed by metal fencing. A small garage constructed in 1960 (220 10th Street), located southeast St. Joseph’s Church, was demolished in 2018 and the area was paved with scored concrete. The parcel on which the garage was located, APN 3517/036, is owned by 1401 Howard LLC, located within the same fenced area as St. Joseph’s Church, and is currently used as parking area for St. Joseph’s Church (Figure 30). A palm tree located north of St. Joseph’s Church was retained and is surrounded by a low concrete planter. The area along the west side of St. Joseph’s Church features a courtyard and walkways with herringbone pattern stone paving (Figure 31). Plantings line the perimeter of the courtyard and walkways, and various benches, fountains, and sculptural elements are installed throughout.
Surrounding Buildings

There are four buildings in the immediate vicinity that were formerly associated with St. Joseph’s Church. These include a rectory constructed in 1908 (1415 Howard Street), a parish hall constructed in 1907 that served as a temporary church and school until the completion of the main sanctuary (240 10th Street), a convent constructed in 1961 (244 10th Street), and a school constructed in 1960 (250 10th Street). These buildings are located on individual parcels separate from the subject property and are not owned by 1401 Howard LLC. They are no longer associated with St. Joseph’s Church.
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E. Internet Sources


EXISTING CONDITIONS & TREATMENT RECOMMENDATIONS (2014)

The following existing conditions and treatment recommendations were developed by Page & Turnbull in 2014, prior to the rehabilitation/restoration project which was completed in the summer of 2018.

EXTERIOR
Perimeter Fence

Description
A discontinuous metal fence is located around the perimeter of the property. At the northwest and southeast corners of the property, the fence rests on a brick curb with brick piers. At the northeast corner, a non-historic metal fence rests on a concrete curb without piers. A gated driveway in the fence on Howard Street provides vehicular access to the church and the garden area on the west side of the property. A double metal gate on 10th Street provides access to the church and the garden area at the northeast corner of the property. A single metal gate on 10th Street provides access to the rear of the church.

Condition
The condition of the fence, gates, curbs, and piers varies from poor to good condition. The following deterioration was observed:

- Corroded metal at some locations where the fence is set into the curb (Figure 32a and Figure 32c).
- Graffiti at some locations (Figure 32c).
- Gaps and voids at some curb and pier attachments (Figure 32c).
- Damage to the metal fence at the northeast corner of the property caused by an automobile collision (Figure 32b).
- Piers are displaced in some locations (Figure 32a).

Recommended Treatments

- The direction of the swing of all gates should be reversed to be in the direction of egress. The gates should be prepared, primed, and painted, and latch and lock sets should be provided. The original hinges should be retained at the piers.
- At the gate on Howard Street, the mortar joints should be cut to reveal the corroded fence and gate anchors that have displaced the brick piers. The metal should be repaired and painted, and the displaced sections of the piers should be reset in the original locations and grouted. The cement plaster parge should be repaired as required to match the original.
- The fence should be prepared, primed, and painted. The gaps and voids should be filled with mortar at the base and column attachments. Where the fence is set into the curb and is corroded, the metal should be repaired, painted, and set into lead or sealant as required to prevent future damage to the fence or curb.
- At the piers, the cement plaster parge should be cleaned and graffiti should be removed or painted over. The cement plaster parge should be repaired to match the existing adjacent color and texture as required.
- At the west tower, the attachment of the fence to the building and piers should be repaired.
Granite Steps

Description
Granite steps are found at all main entrances to the church including the main portal at Howard Street, and both north and south entrances to the east and west transepts. The main portal steps are composed of six tiers of square-cut granite blocks of varying dimensions. The four entrances to the transepts feature granite treads embellished with a decorative bull nose reveal, and vary from two tiers of tread at the north entrance of the east transept, to five tiers of tread at the east transept's south entrance.

Condition
The granite steps are generally in good condition. The following deterioration was observed:
- Mortar loss, particularly in the vertical joints of the main portal steps (Figure 33a).
- Uneven settling of the east side of the main portal steps evidenced by the approximately 1.5-inch gap between the third and fourth step (Figure 33b).
- Biological growth and soiling (Figure 33c).
- Paint spatters (Figure 33a).
- Spalling surface of the granite (Figure 33d and Figure 33e).

Recommended Treatments
- Existing joints should be raked out and cleared of debris.
- Vertical and horizontal joints should be repointed with a compatible mortar chosen to match the color of the original mortar.
- Uneven settling between the blocks should be monitored and a structural engineer consulted regarding future treatment.
- Algae, moss and other biological growth should be removed with a biocide, water and light brushing with a natural, soft bristle brush. Mock-up tests should be conducted to determine the most effective product and appropriate dwell time.
- Soiling should be removed with the gentlest means possible. This may include a non-ionic detergent in water and light scrubbing with a natural, soft bristle brush, or the use of a commercial stone-cleaner. Mock-up tests should be conducted to determine the most effective product and appropriate dwell time.
- Paint spatters should be removed with a commercial paint stripper. Tests should be conducted to determine the most effective product and appropriate dwell time.
- Stone spalling is likely caused by rising moisture or salts. Further study should be carried out to determine the root cause of the spalling, and it should be addressed before any treatment is carried out.
- Because of the shallow depth of the spalled areas and the difficulty of matching the stone color, patching is not recommended. Spalled areas can be retooled, reducing the surface of the stone by approximately 1/8 – 1/4 - inch, in order to give the tread a smooth surface.

Stucco

Description
St. Joseph’s Church is constructed of steel reinforced brick masonry covered in stucco, which is incised to resemble finished stone blocks, arches and corbelling, and used to form columns, capitals and other decorative elements. The stucco veneer is approximately 1-2 inches thick and covers the entire exterior.
of the building, except for the cornice and upper portions of the towers, which are constructed of sheet metal.

Condition
The stucco is generally in good condition. The following deterioration was observed:

- General staining and soiling, particularly at upper surfaces near the cornice, and lower surfaces at ground level (Figure 34a).
- Extensive hairline cracking (Figure 34a).
- Spalling, detachment and large areas of stucco loss (Figure 34b).
- Vegetation growth (ivy).

Recommended Treatments

- The existing stucco should be analyzed to determine if it is lime or Portland cement-based. Repairs made with an incompatible stucco formula are likely to fail. These tests can be performed by an architectural conservator.
- Staining and soiling should be removed by the gentlest means possible, this may include light brushing and water washing, poulticing, or cleaning with a commercial agent. Mock-up tests should be conducted to determine the most effective product and appropriate dwell time.
- Areas of significant hairline cracking should be analyzed to determine the root cause of the condition. Investigation may include testing for underlying detachment of the stucco layer, moisture intrusion, structural movement or other causes.
- Climbing vegetation such as ivy should be removed and killed with an herbicide. Because many herbicides contain salts that can damage historic masonry, mock up tests should be conducted to determine an effective product that does not contain salts.
- Spalls and cracks through cement plaster should be repaired. The crack should be routed and patched to match the existing adjacent texture, profile, and appearance.
- The existing deteriorated or detached cement plaster should be removed. New cement plaster should be installed that is compatible with the substrate and the existing plaster to remain.
- Unsound paint should be removed and coated with a new breathable paint coating.

Exterior Lighting

Description
In 2007, two historic lighting fixtures were mounted above the main entry to the church on Howard Street. They have since been removed.

Conditions
In 2007, the historic exterior lighting fixtures appeared to be in good condition (Figure 35a). The current whereabouts of the historic lighting fixtures are unknown. The original mounting hardware remains in place on the north façade of the church (Figure 35b).

Recommended Treatments

- Attempts should be made to locate the historic lighting fixtures. It is possible that they are currently being stored inside the church. If they are not found, new light fixtures that replicate the missing original fixtures should be fabricated and installed.
Roof

Description
The main roof is capped by a cross-gabled roof with slate tiles and features a skylight over the main altar. Parapets with metal coping are located at the gable ends of the main roof. The portals over the entrances to the transepts are also capped by gable roofs with slate tiles. The aisles and auxiliary interior spaces are capped by built-up shed roofs. The two towers are capped by painted sheet metal cupolas with gilded sheet metal domes. Various roof elements are sheet metal, including the ridge vent at the main roof, the skylight, the cupolas and gilded domes, and the crosses on top of the towers and above the pediment of each transept.

Conditions
The slate tile roof is generally in good condition. The built-up roof has reached the end of its serviceable life. The condition of the sheet metal cupolas and gilded domes range from poor to fair. The gilded crosses appear to be in good condition. The following deterioration was observed:
- There are several broken, loose, or missing slate tiles at the main roof (Figure 36d).
- There are many instances of rust-through at the painted sheet metal cupolas (Figure 36a and Figure 37c).
- Surface corrosion and loss of paint and gilding is evident at domes (Figure 36c and Figure 37c).
- The crosses require minor sheet metal and gilding repair (Figure 36b).

Recommended Treatments
- Existing slate roof tile at the main roof and portals should be removed, salvaged, and reinstalled to allow access for structural stabilization of the roof structure. Deteriorated and broken tiles should be replaced with salvage stock or new tile to match the existing. New felt underlayment and galvanized flashing should be installed.
- Existing built-up roofing at the lower roofs should be removed, and new built-up roofing should be installed over new structural decking.
- Roof, flashing, gutters and other drainage system elements should be repaired to ensure that water does not enter the structure. Gutters and downspouts should be cleaned, and drainage spouts should be extended beyond the foundation of the building with flexible tubing.
- Additional or larger downspouts may be required for proper roof drainage. Replace with similar.
- The existing metal skylight should be restored and painted. New tempered glazing and sealant should be installed.
- Sheet metal crosses should be removed and salvaged for reinstallation. They should be cleaned and touched up with new gilding to match the existing.
- Paint and gilding should be removed over the sheet metal domes. Deteriorated sheet metal should be repaired or replaced to match the original profile and appearance. A gold paint should be used to closely match the gold leaf appearance.

Sheet Metal Architectural Elements

Description
Pressed, painted sheet metal is used extensively at St. Joseph’s Church for ornate architectural elements, particularly for the cornices of the main structure and the upper third of both towers. The gilded domes of the towers, as well as the crosses on top of the towers and above the pediment of both transepts are constructed of sheet metal. The ridge vent at the main roof is sheet metal. Additionally, the central columns and bases of the towers’ double windows are sheet metal.
Conditions

The sheet metal elements are generally in fair condition. The following deterioration was observed:

- Cracking, flaking and loss of the protective paint layer (Figure 37a).
- Corrosion (rusting) of the sheet metal units and connections, causing perforation and rust staining, particularly at the cornice level and upper towers (Figure 37b).
- Loss of paint, gilding and architectural details, particularly on the towers (Figure 37c).

Recommended Treatments

- Scrape and sand peeling or blistering paint.
- Remove corrosion with hand scrapers or a wire brush.
- For panels with heavy corrosion and resulting perforation of the sheet metal unit, there are four options:
  1. Remove corroded panel and replace unit with a new piece of sheet metal cut to the appropriate dimension and profile;
  2. Cut out corroded area of existing sheet metal, braze weld a new piece and grind joint flat;
  3. Cut out corroded area of existing sheet metal, paint, and install painted matching sheet metal patch with mechanical fasteners and a neoprene gasket; or
  4. Cut out corroded area of existing sheet metal and install steel filled epoxy compound to patch small holes.
- Paint all exposed metal with a rust-inhibiting primer, and two coats of color appropriate outdoor paint.
- Missing elements should be replaced to maintain visual consistency. Further research should be conducted to determine the best replacement material, or if sheet metal replicas can be made.
- Sheet metal parapet cap flashing should be replaced with new painted galvanized or stainless steel sheet metal to match the existing profile.

Wood-Sash Windows and Tracery

Description

The windows of St. Joseph’s Church are generally fixed wood-sash designed to contain an inner layer of stained glass and an outer, protective layer of translucent glass. Ornate wooden tracery frames the formerly stained glass rose windows of the front façade and east and west transepts, and wooden tracery is used minimally in the apse and clerestory windows of the nave and transepts. Textured, clear glass, originally designed to protect the stained glass, remains in place throughout the building. All window frames are painted beige, in imitation of the faux stone stucco. The long double windows and small rose windows of the towers, and the south facing window of the kitchen, are the only exterior windows that retain original stained glass.

Conditions

The wood window tracery generally ranges from good to poor condition, with the poor condition more evident on the southern and western exposures. The following deterioration was observed:

- Breakage or loss of glazing, causing accelerated deterioration of stained glass, surrounding wood, adjacent masonry, and interior plaster (Figure 38a).
- Rotting, separation and bowing of wooden tracery elements (Figure 38b).
- Cracking, flaking and loss of surface paint (Figure 38c).
- Deterioration and loss of glazing compound.
**Recommended Treatments**

- A detailed conditions assessment of windows at St. Joseph’s Church is necessary to determine the extent of deterioration and appropriate treatments at each window. This should include careful inspection and documentation of each window frame and its conditions, resistance and moisture testing to determine the extent of wood deterioration, wood type identification, and other non-invasive diagnostic tests.
- Any repair of the window frames should attempt to retain as much original material as possible while providing adequate protection for the building, and may include paint removal, treatment of rotted wood with a fungicide and consolidation with epoxy fillers, splicing of new wooden elements in areas of severe deterioration, and replacement of all glazing compound.

**INTERIOR**

**Marble Wainscoting and Floor Tiles**

**Description**

Polished marble wainscoting lines the lower walls of the vestibule. The wainscoting is composed of a 3-4-inch border of white and black striated, mitered marble strips, surrounding central panels of white marble with grey/black inclusions. The base board and upper border of the wainscoting are made of a darker black and white striated marble. Floor tiles of the vestibule are made of white marble surrounded by a border of grey marble and are covered by modern vinyl tiles at the vestibule and an older type of tile at the adjacent baptistery.

**Conditions**

The marble wainscoting and tiles in the vestibule are generally in good condition. The following deterioration was observed:

- Light soiling and wear of the polished surface (Figure 39a and Figure 39b).
- Soiling and chipping of the baseboard (Figure 39a).
- Tape and adhesive residue from former signs posted on the wainscoting (Figure 39b).
- Vinyl tile at the vestibule is lightly adhered to the underlying marble floor.
- A more robust tile is securely adhered to the marble tile of the baptistery. The tile and its mastic may contain asbestos or other hazardous materials.

**Recommended Treatments**

- Tape residue and soiling should be removed with a gentle stone cleaner. Mock-ups should be conducted to determine the most effective product.
- Tiles in the vestibule should be removed without causing damage to underlying marble, which should be cleaned with a gentle stone cleaner to remove staining and adhesive. Mockups should be conducted to determine the most effective product.
- Tiles and mastic should be removed from the baptistery floor and cleaned using the gentlest means possible. The floor should be polished or honed as required.
Decorative Plaster

Description
Painted plaster is used to create moldings, cornices, columns and decorative details, such as the coffered ceilings that contribute to the interior’s sense of grandeur and define distinct architectural spaces.

Conditions
The decorative plaster is generally in fair condition. The following deterioration was observed:

- Moisture penetration from blocked drainage and broken or missing window glazing (Figure 40a and Figure 41b).
- Sugaring and softening of moisture damaged decorative elements (Figure 40c).
- Structural cracks and detachment from underlying masonry (Figure 40d).
- Small areas of historic decorative painting are exposed where the paint is flakes.
- Non-historic wood veneer over plaster at the base of the wall.

Recommended Treatments

- Sources of moisture such as broken glazing and blocked drainage should be repaired.
- Further testing of the plaster to determine the extent of deterioration should be conducted. This will determine if patching and reshaping damaged elements is possible, or if replacement is necessary.
- Detached or cracked plaster elements, if in otherwise sound condition, may be repaired with an injected epoxy or gypsum-based grout. Testing should be conducted to determine the most effective adhesive.
- A barrier coat should be installed to protect small areas of exposed decorative painting prior to repainting.
- Wood veneer should be removed. Plaster at base of the wall should be restored and painted.

Oak Woodwork and Doors

Description
Quarter sawn white oak is used extensively at St. Joseph’s for the construction of decorative wooden elements such as doors, frames, column bases and railings. Woodwork is generally treated with a clear shellac or varnish.

Conditions
The oak woodwork is generally in good condition. The following deterioration was observed:

- Blistering of the varnish (Figure 41a).
- General soiling from dust (Figure 41b).
- White stains from paint or pigeon guano (Figure 41b).
Recommended Treatments

- Blistered varnish should be treated with the gentlest means possible in order to preserve the existing finish. Possible treatments include lightly scraping blistered areas of varnish and spot-treating with fine steel wool or cotton, alcohol and a compatible varnish or shellac.
- Soiling should be cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling.
- White stains should be tested to determine if they are paint or guano. Paint and guano may be removed mechanically with a scraper taking care not to damage the existing wood finish.
- Where required by the level of damage, select areas should be refinished to match the original.
- Wood should be replaced where missing to match the original.
- At exterior doors, deteriorated wood should be repaired with wood Dutchman and should match the original species, grade, grain, and profile. The exterior should be prepared and painted. The interior should be cleaned and touched up or refinished to match the original stain or clear coat.

Stained Glass

Description

Extant stained glass windows at St. Joseph’s Church include the multi-story double windows and rosettes of the towers, the window of the kitchen, and one remaining stained glass transom above the northeast transept door. The windows of the towers are made primarily of yellow and green diamond-shaped glass panes with lead camees, iron or steel saddle bars, and wood frames. The kitchen window is made of various colored glasses painted with black floral decoration, and is supported in a flat stock steel frame, the upper portion of which opens inward. The only remaining stained glass transom of the nave, covered from the interior with plaster board, appears to have a figurative or floral motif.

Conditions

The stained glass windows are generally in poor condition. The following deterioration was observed:

- Loss of the protective outer glazing.
- General soiling (Figure 42a, Figure 42b, and Figure 42c).
- Sagging and bowing of lead camees (Figure 42b and Figure 42c).
- Cracking, breakage and loss of panes (Figure 42c).
- Inappropriate additions (Figure 42d).
- Corrosion of saddle bars (Figure 42e).

Recommended Treatments

- Because of the importance of the church’s stained glass, immediate efforts to protect them should be made. This should include stabilization and protection measures determined in consultation with a professional stained glass conservator.
- Documentation and restoration of the windows should be performed by a professional conservator. As restoration is rarely preformed on site, it will likely include removal, transport, restoration, and reinstallation of the stained glass.
Where stained glass has been previously removed, the existing wood frame should be restored. The deteriorated areas should be removed back to sound wood substrate and an epoxy consolidant wood repair or wood Dutchman should be provided as required. The wood and steel armature remaining from the previous stained glass window installation should be prepared and painted. The frame should be modified to accept new ribbed protective heavy glass or dual glazing to match the original ribbed glass appearance.
EXISTING CONDITIONS IMAGES PRIOR TO REHABILITATION/RESTORATION

All of the Existing Condition Photos were taken between 2011 and 2016 by Page&Turnbull

Figure 32a. Pier near west tower, showing large cracks and displaced areas of brick (arrow) and corroded metal fence.

Figure 32b. Damage to metal fence at northeast corner of property.

Figure 32c. Low brick wall along Howard Street, showing gaps and voids, corroded metal fence, and graffiti (painted over with mismatched paint).
Figure 33a. Main portal steps, showing soiling, paint stains and vertical joints without mortar.

Figure 33b. Detail, east side of main portal steps, showing gap between blocks (arrow) due to uneven settling.

Figure 33c. East transept, north portal steps, showing decorative bull nose with biological growth and soiling.
Figure 33d. West transept, south portal steps, showing paint stains (left), soiling and spalling surface (arrow).

Figure 33e. Detail, south portal steps, spalled surface of granite tread.
Figure 34a. East nave façade, showing soiling, water staining and hairline cracking of stucco.

Figure 34b. East tower, north façade, showing loss of stucco at ground level.
Figure 35a. Light fixtures (now missing) at main entry on north façade in 2007.

Figure 35b. Detail, original mounting hardware is all that remains in place.
Figure 36a. Detail, rust-through at painted sheet metal cupolas.

Figure 36b. The rooftop crosses require minor sheet metal and gilding repair.
Figure 36c. Detail, corrosion and loss of paint and gilding at domes.
Figure 36d. Broken, loose, and missing slate tiles at main roof.

Figure 37a. Column base, south side of east tower, showing flaking and loss of protective paint layer.

Figure 37b. Cornice above north portal, east transept, showing perforation (arrow) of the metal due to corrosion.

Figure 37c. East tower detail, constructed entirely of pressed sheet metal, showing missing architectural detail, loss of gilding and protective paint, and corrosion stains. Birds were nesting inside the towers.
Figure 38a. West tower, north window, showing broken protective glazing.

Figure 38b. East façade, transept window, showing soiling, paint loss and rotting/loss of tracery elements.

Figure 38c. West transept rose window, showing paint loss and missing glazing.
Figure 39a. Marble wainscoting of the narthex, showing soiling of the baseboard, wear of polished surface, and adhered tape. Original marble floor was covered with vinyl tile.

Figure 39b. Detail, showing tape and adhesive residue.
Figure 40a. West façade, showing blocked or perforated drainage which is causing damage to interior plaster.

Figure 40b. Deterioration of plaster caused by moisture from poorly sealed window.

Figure 40c. Softening and deterioration of decorative plaster elements caused by moisture from faulty roofing.

Figure 40d. Structural cracking and separation of plaster details from masonry substrate caused by moisture from blocked drains.
Figure 41a. Blistering of varnish on an oak door caused by moisture penetration.

Figure 41b. Dust (on molding) and paint/guano spatters can cause permanent damage to wood finish.
Mills Act Application

1401 Howard Street
San Francisco, California

April 2019

Page & Turnbull, Inc.

Figure 42a. North-east transept portal, showing blocked figurative stained glass window with heavy soiling and corrosion of steel frame.

Figure 42b. East tower, east windows, showing bowing of windows due to sagging lead came or detachment from saddle bars.

Figure 42c. Breakage and loss of colored glass panes due to distortion of lead came.
Figure 42d. Kitchen window, showing partition partially covering painted stained glass.

Figure 42 e. Upper portion of window showing corroded hopper-type opening assembly.
IV. 1401 HOWARD STREET ADDITIONAL PHOTOGRAPHY
PHOTOS AFTER REHABILITATION/RESTORATION

Figure 43. Perimeter fence and gate along Howard Street. View southwest. (Page & Turnbull, 05/25/2018)

Figure 44. Perimeter fence and gate along 10th Street at the northeast corner of St. Joseph’s Church. View southwest. (Page & Turnbull, 05/25/2018)

Figure 45. Perimeter fence and gate along 10th Street at the southeast corner of St. Joseph’s Church. View northwest. (Page & Turnbull, 05/25/2018)
Figure 46. Main portal steps. (Page & Turnbull, 05/25/2018)

Figure 47. North portal on east transept. (Page & Turnbull, 05/25/2018)

Figure 48. Detail, North portal stairs on east transept. (Page & Turnbull, 05/25/2018)
Figure 49. Exterior landing on west façade between west transept and sacristy. (Page & Turnbull, 05/25/2018)

Figure 50. East façade, showing stucco condition after restoration (Page & Turnbull, 05/25/2018).
Figure 51. East façade, showing stucco condition after restoration (Page & Turnbull, 05/25/2018)

Figure 52. West façade, showing stucco condition after restoration (Page & Turnbull, 05/25/2018).
Figure 53. Exterior lighting fixture above main entrance on north façade (Rich Stapleton, 05/21/2018)

Figure 54. Detail, gilded sheet metal dome and cross. (Palisade Builders, 05/20/2018)
Figure 55. Gilded sheet metal dome and top of sheet metal cupola. (Palisade Builders, 05/20/2018)

Figure 56. Main roof after restoration. (Palisade Builders, 05/20/2018)
Figure 57. Column capitals at the main entry façade after restoration. (Rich Stapleton, 05/21/2018)

Figure 58. Cornice above main entry façade after restoration. (Rich Stapleton, 05/21/2018)

Figure 59. East tower detail after restoration (Rich Stapleton, 05/21/2018).
Figure 60. West tower, north window after restoration (Rich Stapleton, 05/21/2018).

Figure 61. East façade, transept window after restoration. (Palisade Builders, 05/20/2018)

Figure 62. West transept rose window after restoration. (Palisade Builders, 05/20/2018)
Figure 63. Marble wainscoting and interior doors of the narthex, after restoration (Page & Turnbull, 05/25/2018)

Figure 64. Narthex, view toward west tower. (Rich Stapleton, 05/21/2018)
Figure 65. Interior view toward main altar. (Page & Turnbull, 05/25/2018)

Figure 66. Interior view of west transept. (Page & Turnbull, 05/25/2018)

Figure 67. Interior view toward choir loft from the bridge. (Rich Stapleton, 05/21/2018)

Figure 68. East aisle, view toward choir loft. (Page & Turnbull, 05/25/2018)
Figure 69. Detail, plaster arches. (Rich Stapleton, 05/21/2018)

Figure 70. Typical clerestory window with protective glazing, interior view. (Rich Stapleton, 05/21/2018).

Figure 71. East aisle and transept towards main altar from the second floor. (Rich Stapleton, 05/21/2018)

Figure 72. Painted medallions from inside the half-dome. (Rich Stapleton, 05/21/2018)
Figure 73. Oak door from the main altar to Room 115 (Page & Turnbull, 05/25/2018)

Figure 74. Wood finish detail after restoration (Page & Turnbull, 05/25/2018).

Figure 75. East tower, east windows after restoration (Page & Turnbull, 05/25/2018)

Figure 76. Detail, stained glass window. (Page & Turnbull, 05/25/2018)
Figure 77. Detail, stained glass window. (Page & Turnbull, 05/25/2018).

Figure 78. Detail, stained glass window. (Page & Turnbull, 05/25/2018).

Figure 79. Stained glass window (Rich Stapleton, 05/21/2018).
V. SITE PLAN
### VI. TAX BILL

**City & County of San Francisco**

**José Cisneros, Treasurer**

**David Augustine, Tax Collector**

**Property Tax Bill (Secured)**

**For Fiscal Year July 1, 2018 through June 30, 2019**

**Property Location:**

1401 HOWARD ST

**Assessed on:** January 1, 2018 at 12:00am

**To:** 1401 HOWARD LLC

<table>
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<tr>
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<th>Assessed Value</th>
<th>Tax Amount</th>
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<td>SFCCD PARCEL TAX</td>
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<td>98</td>
<td>SF - TEACHER SUPPORT</td>
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**Net Taxable Value:** 15,797,197

**$183,721.40**

### Direct Charges and Special Assessments

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<th>Amount Due</th>
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**Total Direct Charges and Special Assessments:** $698.48

**TOTAL DUE:** $184,419.88

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**City & County of San Francisco**

**Property Tax Bill (Secured)**

**For Fiscal Year July 1, 2018 through June 30, 2019**

**Property Location:**

1401 HOWARD ST

**1st Installment Due:** $92,209.94

**2nd Installment Due:** $92,209.94

*Pay online at www.sftreasurer.org*

---

**City & County of San Francisco**

**Property Tax Bill (Secured)**

**For Fiscal Year July 1, 2018 through June 30, 2019**

**Property Location:**

1401 HOWARD ST

**1st Installment Due:** $92,209.94

**2nd Installment Due:** $92,209.94

*Pay online at www.sftreasurer.org*
VII. RENTAL INCOME INFORMATION

1401 HOWARD RENTAL INCOME

Full rental agreement is 332 pages which is available on request. 100% of the building is rented.

Base Rent

<table>
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<th>Year</th>
<th>Master Lease Expense</th>
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<td>2022</td>
<td>753,568</td>
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<td>764,872</td>
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<td>776,345</td>
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<td>2025</td>
<td>787,990</td>
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<td>799,810</td>
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<td>2048</td>
<td>1,109,787</td>
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<td>2049</td>
<td>1,126,434</td>
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$$\text{Total: } $29,065,465$$

**Base Rent for the first and final Lease Year shall be determined based on the rent commencement date agreed to by Master Landlord and Master Tenant in the Rent Commencement Notice as set forth in Section 3.1 hereof.**
1. Property Name: St. Joseph's Church
   Street: 1401 Howard Street
   City: San Francisco
   County: San Francisco
   State: CA
   Zip: 94109
   In property a certified historic structure? [ ] yes [ ] no
   If yes, date of NPS certification: OR date of National Register listing: 1/15/1982

2. Project Data
   Project start date: 12/01/2015
   Project completed and building placed in service date: 12/27/2017
   Estimated rehabilitation costs (QRE): $18,043,054
   Total estimated costs (QRE plus non-QRE): $20,584,896
   Number of housing units before/after rehabilitation: 0 / 0
   Number of low-income housing units before/after rehabilitation: 0 / 0

3. Project Contact (if different from applicant)
   Name: Ruth Todd, Principal
   Company: Page & Tumbull, Inc.
   Street: 417 Montgomery Street
   City: San Francisco
   Zip: 94107
   Telephone: 415-593-2324
   Email Address: ruth todd@ page & tumblir.com

4. Applicant (list all additional owners on next page)
   I hereby attest that the information I have provided is to the best of my knowledge, correct, and that I am the owner of the above-described property within the meaning of "owner" set forth in 36 CFR § 87.2 (2011). If I am not the fee simple owner of the above-described property, then I have checked the following box [ ] to attest that
   the fee simple owner is aware of the action I am taking relative to this application form and incorporated herein, or has been previously submitted, and (b) meets the requirements of 36 CFR § 87.6 (a) (1) 2011. For purposes of this application, (a) and (b) are appropriate; I understand that knowing and willful falsification of factual representations in this application may subject me to fines and imprisonment under 16 U.S.C. § 1001, which, under certain circumstances, provides for imprisonment of
   up to 8 years.

   Name: Chris Foley (HTC Representative), Douglas Ross, Ken Fork
   Applicant Entity: 1401 Howard LLC
   SSN or TIN: 252890934
   Street: 850 7th Street
   City: San Francisco
   Zip: 94107
   Telephone: 415454977
   Email Address: cfoley@groundmatrix.com
   [ ] Applicant, SSN, or TIN has changed since previously submitted application.

   [ ] There are no additional owners within the meaning of "owner" set forth in 36 CFR § 87.2 (2011).

NPS Official Use Only

The National Park Service has reviewed the Historic Preservation Certification Application – Request for Certification of Completed Work (Part 3) for this property and has determined that:
   the completed rehabilitation meets the Secretary of the Interior's Standards for Rehabilitation and is consistent with the historic character of the property and, where applicable, the district in which it is located. Effective the date indicated below, the rehabilitation of the "certified historic structure" is hereby designated a "certified rehabilitation."
   This certification is to be used in conjunction with appropriate Internal Revenue Service regulations. Questions concerning specific tax consequences or interpretations of the Internal Revenue Code should be addressed to the Internal Revenue Service. Completed projects may be inspected by an authorized representative of the Secretary to determine if the work meets the Standards for Rehabilitation. The Secretary reserves the right to make inspections at any time up to five years after completion of the rehabilitation, and to revoke certification, if it is determined that the rehabilitation project was not undertaken as presented by the owner in the application form and supporting documentation, or the owner, upon obtaining certification, undertook unapproved further alterations as part of the rehabilitation project inconsistent with the Secretary's Standards for Rehabilitation.

[ ] the completed rehabilitation meets the Secretary of the Interior's Standards for Rehabilitation. However, because this property is not yet a "certified historic structure," the rehabilitation cannot be designated a "certified rehabilitation" eligible for Federal tax credits at this time. It will become a "certified historic structure" on the date it is the historic district in which it is located is listed in the National Register of Historic Places. On that date, the completed rehabilitation will automatically become a "certified rehabilitation." It is the owner's responsibility to obtain such listing through the State Historic Preservation Office. Questions concerning specific tax consequences or interpretations of the Internal Revenue Code should be addressed to the Internal Revenue Service. Completed projects may be inspected by an authorized representative of the Secretary to determine if the work meets the Standards for Rehabilitation. The Secretary reserves the right to make inspections at any time up to five years after completion of the rehabilitation, and to revoke certification, if it is determined that the rehabilitation project was not undertaken as presented by the owner in the application form and supporting documentation, or the owner, upon obtaining certification, undertook unapproved further alterations as part of the rehabilitation project inconsistent with the Secretary's Standards for Rehabilitation.

[ ] the rehabilitation is not consistent with the historic character of the property or the district in which it is located and that the project does not meet the Secretary of the Interior's Standards for Rehabilitation.

A copy of this determination will be provided to the Internal Revenue Service in accordance with Federal law.

Date: 9/20/18

Antonio Aquilano
National Park Service Authorized Signature

[ ] NPS comments attached
**OWNER'S CERTIFICATE FOR PAYMENT**

---

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<th>Date</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
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---

**CONTRACTOR**

---

The Contract and the Owner's Certificate shows that the following change orders have been approved by the Contractor to reflect the following changes in the contract documentation.

---

**CHANGE ORDER SUMMARY**

---

<table>
<thead>
<tr>
<th>Change Order No.</th>
<th>Date Approved</th>
<th>Net Changes by Change Order</th>
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**APPLICATION TO FIRM**

---

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<th>Contract Date:</th>
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<td>1390</td>
<td>Hoisting/Equipment Rentals</td>
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**SUBTOTALS:** $3,316,829.00 | $733,854.74 | $4,050,714.74 | $3,783,486.88 | $150,079.58 | $3,543,578.56 | 97% | $107,136.18 | $96,643.20
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**Summary:**

- **Total Quantity:** 405
- **Total Cost:** $5350

**Notes:**

- All items were ordered from Supplier A.
- Delivery is expected within 10 days.
- Payment terms are net 30 days.
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<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
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Case No.: 2019-006322MLS
Project Address: 64 Potomac Street (District 8)
Landmark District: Contributor to the Duboce Park Historic District
Zoning: RH-2 (Residential – House, Two Family)
Height and Bulk: 40-X
Block/Lot: 0866/014
Applicant: Gustav Lindqvist & Caroline Ingeborn
64 Potomac Street
San Francisco, CA 94117
ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 64 POTOMAC 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 64 Potomac Street is a contributor to the Duboce Park Historic District and thus qualifies as a historical property for purposes of the Mills Act; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 64 Potomac Street, which are located in Case Docket No. 2019-006322MLS. The Planning Department recommends approval of the draft Mills Act historical property contract, rehabilitation program, and maintenance plan; and
WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 64 Potomac 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 2, 2019, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 64 Potomac Street, which are located in Case Docket No. 2019-006322MLS.

THEREFORE BE IT RESOLVED That the HPC hereby recommends that the Board of Supervisors approve the Draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 64 Potomac Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED That the HPC hereby directs its Commission Secretary to transmit this Resolution, the Draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 64 Potomac Street, and other pertinent materials in the case file 2019-006322MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 2, 2019.

Jonas P. Ionin
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED: October 2, 2019
CALIFORNIA MILLS ACT
HISTORIC PROPERTY AGREEMENT

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Gustav Lindqvist & Caroline Ingeborn ("Owners").

RECITALS

Owners are the owners of the property located at 64 Potomac Street, in San Francisco, California (Block 0866, Lot 014). The building located at 64 Potomac Street is designated as a contributor to the Duboce Park Historic 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 one hundred thirty four thousand and forty six dollars ($134,046.00). (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 four thousand dollars ($4,000.00) 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 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 have 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 Owners have 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: __________________________
___Carmen Chu, Assessor-Recorder

By: _________________________________ DATE: __________________________
___John Rahaim, Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: _________________________________ DATE: __________________________
___Andrea Ruiz-Esquide, Deputy City Attorney

**OWNERS**

By: _________________________________ DATE: __________________________
___Gustav Lindqvist, Owner

By: _________________________________ DATE: __________________________
___Caroline Ingeborn, Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.
ATTACH PUBLIC NOTARY FORMS HERE.
### Exhibit A: Rehabilitation/Restoration Plan for 64 Potomac Street

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<th>Scope: #1</th>
<th>Building Feature: Roofs</th>
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<tr>
<td><strong>X</strong></td>
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<tr>
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<td><strong>Total Cost:</strong></td>
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<td><strong>Description of work:</strong></td>
<td>The current roof is of medium status. We will engage a licensed roofing contractor to replace the current roof with new shingles. Installation of the new roof will avoid changing the roof configuration, or altering, removing or obscuring character-defining features of the building, including decorative elements in the gable ends, as well as eave trim and moldings. New gutters and down spouts will be installed to be able to direct water away from the building.</td>
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<td><strong>Completed</strong></td>
</tr>
<tr>
<td><strong>X</strong></td>
<td><strong>Proposed</strong></td>
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<tr>
<td><strong>Contract year work completion:</strong></td>
<td>2020</td>
</tr>
<tr>
<td><strong>Total Cost:</strong></td>
<td>$33,000. (see line items 09.900 and items under section 07 with the exception of 07.300)</td>
</tr>
<tr>
<td><strong>Description of work:</strong></td>
<td>We will repair wood siding at all elevations of the house as necessary and thereafter repaint the house in its entirety. Any repairs or replacements will avoid altering, removing or obscuring character-defining features of the building and all materials that are used will be made in kind e.g. wood for wood.</td>
</tr>
</tbody>
</table>
### Scope: #3  
**Building Feature: Windows and doors**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
<td>Completed</td>
<td>Proposed</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td></td>
<td></td>
<td><strong>X</strong></td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost: $7235</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:** All three of the exterior doors at the front of the house, including the garage door, need to be replaced. The design of the new doors will be replaced to match the historic character of the house.

All of the windows facing the street in the house will be repaired and thus match with the historically appropriate character and function.

$3,385 for repairing windows. $3,850 for new door. These estimates are based off of [www.homeadvisor.com](http://www.homeadvisor.com)

### Scope: #4  
**Building Feature: Front Stairs**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
<td>Completed</td>
<td>Proposed</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td></td>
<td></td>
<td><strong>X</strong></td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost: $22,300. (see line item 06.300 in Contractor’s bid)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:** Remove existing terrazzo finish at the exterior front stairs and restore stairs and handrails to original design and materials (wood) based on historic documents and neighboring houses.

### Scope: #5  
**Building Feature: Seismic Strengthening of Foundation**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
<td>Completed</td>
<td>Proposed</td>
</tr>
<tr>
<td><strong>X</strong></td>
<td></td>
<td></td>
<td><strong>X</strong></td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost: $48,000. (see line items 03.100 and 06.100 in Contractor’s bid) + $39,500 (see line items 2-5 under Additional Costs in Contractor extra costs)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:** Seismic strengthening of house foundation. The drain will be moved from inside the garage to a trench drain by the garage door in order prevent water from flowing into the garage and creating damage to the foundation over time.
Exhibit B: Maintenance Plan for 64 Potomac Street

<table>
<thead>
<tr>
<th>Scope: #1</th>
<th>Building Feature: Roof</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Contract year work completion: Annually</td>
<td></td>
</tr>
<tr>
<td>Total Cost: Average annual cost of $500</td>
<td></td>
</tr>
<tr>
<td>Description of work: When the roof has been replaced we will perform our own inspections annually. We will ensure to keep gutters and downspouts clear from debris as well as remove any overhanging branches. We will broom sweep branch or leaf debris.</td>
<td></td>
</tr>
<tr>
<td>In addition, we will have a licensed roofing contractor conduct periodic inspections approximately every 5 years to ensure that it remains in good condition. Any repairs or replacements needed as a consequence of these inspections will be performed.</td>
<td></td>
</tr>
<tr>
<td>Both these routines, 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.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope: #2</th>
<th>Building Feature: Exterior Walls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Contract year work completion: Annually</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $1,000 annually</td>
<td></td>
</tr>
<tr>
<td>Description of work: When the house has been repainted we will inspect the wooden elements of the exterior of the house annually and repaint as necessary. If any damage or deterioration is found, the extent and the nature of the damage will be assessed and addressed. Any repairs or replacements will avoid altering, removing or obscuring character-defining features of the building and all materials that are used will be made in kind e.g. wood for wood. 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.</td>
<td></td>
</tr>
</tbody>
</table>
### Scope: #3  Building Feature: Openings

<table>
<thead>
<tr>
<th></th>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract year work completion</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of work</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We will inspect the exterior doors and windows annually. We will look for signs of moist and dry rot and confirm functionality. If any repair or replacement is found necessary this will be done in line with the house historic character and any materials used will be 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: #4  Building Feature: Front stairs

<table>
<thead>
<tr>
<th></th>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract year work completion</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of work</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

We will maintain the front stairs on an ongoing basis keeping it free from dust, dirt and debris. We will perform our own annual inspections of the stairs and if needed make any repairs or replacements deemed necessary. Any repairs or replacements will avoid altering, removing or obscuring character-defining features of the building and all materials that are used 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: Foundation and Perimeter Grades

<table>
<thead>
<tr>
<th></th>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract year work completion</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of work</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

The foundation will be inspected annually to check for signs of water or other damages. If any damages are identified these will be remediated immediately. All maintenance work 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.
64 Potomac St
OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO
MILLS ACT VALUATION

APN: 0866 014  Lien Date: 7/1/2019
Address:  64 Potomac St  Application Date: 4/28/2019
SF Landmark No.: N/A  Valuation Date: 7/1/2019
Applicant's Name: Gustav Lindqvist  Valuation Term: 12 Months
Agt./Tax Rep./Atty: 0.00  Last Sale Date: 5/7/2018
Fee Appraisal Provided: N/A  Last Sale Price: $2,500,000

<table>
<thead>
<tr>
<th>FACTORED BASE YEAR (Roll) VALUE</th>
<th>INCOME CAPITALIZATION APPROACH</th>
<th>SALES COMPARISON APPROACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land $1,785,000</td>
<td>Land $360,000</td>
<td>Land $1,500,000</td>
</tr>
<tr>
<td>Imps. $765,000</td>
<td>Imms. $240,000</td>
<td>Imms. $1,000,000</td>
</tr>
<tr>
<td>Personal Prop $0</td>
<td>Personal Prop $0</td>
<td>Personal Prop $0</td>
</tr>
<tr>
<td>Total $2,550,000</td>
<td>Total $800,000</td>
<td>Total $2,500,000</td>
</tr>
</tbody>
</table>

Property Description

Property Type: SFR  Year Built: 1900  Neighborhood: Hayes Valley
Type of Use: SFR  (Total) Rentable Area: 1750  Land Area: 2,247
Owner-Occupied: Yes  Stories: 2  Zoning: RH-2
Unit Type: Residential  Parking Spaces: 1

Total No. of Units: 1

Special Conditions (Where Applicable)
Note, subject property currently has permit #201812219020 filed for: "Interior renovation of kitchen and e [sic] bath 2nd fl add new bath at 2nd fl. New structural posts and bems [sic] to accommodate partition changes. Remove e [sic] chimney, install 4 new windows rear. Replace 8 windows in kind". Work was started on 2/20/2019 but suspended on 7/8/2019.

Conclusions and Recommendations

<table>
<thead>
<tr>
<th></th>
<th>Per Unit</th>
<th>Per SF</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factored Base Year Roll</td>
<td>$2,550,000</td>
<td>$1,457</td>
<td>$2,550,000</td>
</tr>
<tr>
<td>Income Approach - Direct Capitalization</td>
<td>$600,000</td>
<td>$343</td>
<td>$600,000</td>
</tr>
<tr>
<td>Sales Comparison Approach</td>
<td>$2,500,000</td>
<td>$1,429</td>
<td>$2,500,000</td>
</tr>
</tbody>
</table>

Recommended Value Estimate $600,000

Appraiser: Irving Pham  Principal Appraiser: Orla Fahy  Date of Report: 7/1/2019
<table>
<thead>
<tr>
<th>SUBJECT PHOTOGRAPHS AND LOCATOR MAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 64 Potomac St</td>
</tr>
<tr>
<td>APN: 0866 014</td>
</tr>
</tbody>
</table>

![Subject Photographs](image1)

![Subject Photographs](image2)

![Subject Photographs](image3)
INCOME APPROACH

Address: 64 Potomac St
Lien Date: 7/1/2019

<table>
<thead>
<tr>
<th>Monthly Rent</th>
<th>Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Gross Income*</td>
<td>$6,500</td>
</tr>
<tr>
<td>Less: Vacancy &amp; Collection Loss</td>
<td></td>
</tr>
<tr>
<td>Effective Gross Income</td>
<td></td>
</tr>
<tr>
<td>Less: Anticipated Operating Expenses (Pre-Property Tax)**</td>
<td></td>
</tr>
<tr>
<td>Net Operating Income (Pre-Property Tax)</td>
<td></td>
</tr>
</tbody>
</table>

Restricted Capitalization Rate

2019 interest rate per State Board of Equalization 4.7500%
Risk rate (4% owner occupied / 2% all other property types) 4.0000%
2018 property tax rate *** 1.1630%
Amortization rate for improvements only
  Remaining economic life (Years) 40 0.0250 0.7500%
  Improvements constitute % of total property value 30% 10.6630%

RESTRICTED VALUE ESTIMATE

Rounded to the nearest $10,000 $603,123 $600,000

Notes:
* Potential Gross Income was based on rental comps selected on next page. The projected rent was weighted more for Comps #2 & 5 due to their similar living area range to the subject's GLA.
** Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.
*** The 2019 property tax rate will be determined in September, 2019.
Rent Comparables

Address: 64 Potomac St
Lien Date: 7/1/2019

Rental Comp #1
MLS
Address: 4097 17th St
Cross Streets: Diamond St
SF: 1,945
Layout: SFR, 3br/2ba, 1 car parking
Monthly Rent: $6,500
Rent/Foot/Mo: $4.37
Annual Rent/Foot: $52.44

Rental Comp #2
Hotpads
Address: 112 Divisadero St
Cross Streets: Duboce St
SF: 1,500
Layout: SFR, 3br/2ba, No parking
Monthly Rent: $6,600
Rent/Foot/Mo: $4.40
Annual Rent/Foot: $53.80

Rental Comp #3
Hotpads
Address: 152 Henry Street
Cross Streets: Castro St
SF: 2,000
Layout: Duplex: 3br/2ba, 1 car parking
Monthly Rent: $8,000
Rent/Foot/Mo: $4.00
Annual Rent/Foot: $48.00

Rental Comp #4
Hotpads
Address: 81 Walter St
Cross Streets: 14th St
SF: 1,938
Layout: SFR: 2br/1.5ba, No parking
Monthly Rent: $6,114
Rent/Foot/Mo: $3.16
Annual Rent/Foot: $37.92

Rental Comp #5
Craigslist
Address: 1412 Golden Gate
Cross Streets: Steiner St
SF: 1,700
Layout: SFR: 3br/2.5ba, No car parking,
Monthly Rent: $6,975

Rental Comp #6
Zillow/Craigslist
Address: 70-72 Webster St
Cross Streets: Germania St
SF: 1,800
Layout: Duplex: 3br/2ba, 2 car parking
Monthly Rent: $7,650
## SINGLE FAMILY MARKET ANALYSIS

<table>
<thead>
<tr>
<th>Subject-A</th>
<th>Sale 1-B</th>
<th>Sale 2-C</th>
<th>Sale 3-D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>APN</strong></td>
<td>0066 014</td>
<td>2508-048</td>
<td>0874 011</td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td>64 Potomac St</td>
<td>15 Park Hill Ave</td>
<td>32 Church St</td>
</tr>
<tr>
<td><strong>Sales Price</strong></td>
<td>$2,620,000</td>
<td>$2,810,000</td>
<td>$2,817,000</td>
</tr>
<tr>
<td><strong>Sale Price / Square Foot</strong></td>
<td>$1,310</td>
<td>$1,198</td>
<td>$1,506</td>
</tr>
<tr>
<td><strong>Description</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Date of Valuation/Sale</strong></td>
<td>07/01/19</td>
<td>03/02/19</td>
<td>03/19/18</td>
</tr>
<tr>
<td><strong>Neighborhood</strong></td>
<td>Hayes Valley</td>
<td>5 - Buena Vista/Ashbury</td>
<td>5 - Duboce Triangle</td>
</tr>
<tr>
<td><strong>Proximity to Subject</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Land Area</strong></td>
<td>2,247</td>
<td>2,874</td>
<td>(31,000)</td>
</tr>
<tr>
<td><strong>View Type</strong></td>
<td>Neighborhood</td>
<td>City/Lights/His</td>
<td>5 - Buena Vista/Ashbury</td>
</tr>
<tr>
<td><strong>Condition Type</strong></td>
<td>Average</td>
<td>Average</td>
<td>Good</td>
</tr>
<tr>
<td><strong>Traffic</strong></td>
<td>Quiet/Residential</td>
<td>Similar</td>
<td>Busy</td>
</tr>
<tr>
<td><strong>Building Area</strong></td>
<td>1,750</td>
<td>2,000</td>
<td>(150,000)</td>
</tr>
<tr>
<td><strong>Total Number of Rooms</strong></td>
<td>6</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td><strong>Bedroom Count</strong></td>
<td>2</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td><strong>Bath Count</strong></td>
<td>1.0</td>
<td>1.5</td>
<td>(25,750)</td>
</tr>
<tr>
<td><strong>Porch Type/Count</strong></td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Bonus Living Area</strong></td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td><strong>Net Adjustments</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Indicated Value</strong></td>
<td>$2,560,000</td>
<td>$2,545,000</td>
<td>$2,482,000</td>
</tr>
<tr>
<td><strong>Adjusted $ Per Sq. Ft.</strong></td>
<td>$1,429</td>
<td>$1,454</td>
<td>$1,418</td>
</tr>
</tbody>
</table>

**Value Range:**

- Low: $2,482,000
- High: $2,545,000

**Value Conclusion:**

$2,800,000

**REMARKS:**

The subject's property features were based on archive data from the Assessor's records.

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

- Lot Area adj. based on per square foot of $50 over a % variance $5%
- GLA adjustment based on per square foot of $600 over a % variance $5%
PRE-APPROVAL INSPECTION REPORT

Report Date: May 23, 2019
Inspection Date: May 24, 2019; 9:00am
Filing Date: May 1, 2019
Case No.: 2019-006322MLS
Project Address: 64 Potomac
Block/Lot: 0866/014
Eligibility: Contributor to the Duboce Park Historic District
Zoning: RH-2 – Residential-House, Two-Family
Height &Bulk: 40-X
Supervisor District: District 8 (Rafael Mandelman)
Project Sponsor: Gustav Lindqvist
Address: 64 Potomac
San Francisco, CA 94117
415-470-1096
gustav.lindqvist@me.com
Staff Contact: Michelle Taylor – (415) 575-9197
michelle.taylor@sfgov.org
Reviewed By: Tim Frye – (415) 575-6822
tim.frye@sfgov.org

PRE-INSPECTION
✔ Application fee paid
✔ Record of calls or e-mails to applicant to schedule pre-contract inspection

5/13/19: Email applicant to schedule site visit.

5/22/19: Confirm site visit for 5/23/19 at 9:00am.
INSPECTION OVERVIEW
Date and time of inspection: Thursday, May 23, 2019, 9:00am

Parties present: Michelle Taylor, Gustav Lindqvist, and Sean O’Neill of Seapoint Construction

☑ 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. **Applicant has removed approximately 50% of exterior rear siding without a permit. Applicant explained that the rear siding exhibited extensive dry rot and needed to be replaced. I advised applicant to apply for a building permit and Administrative Certificate of Appropriateness (ACOA) to remove and replace the siding in kind. (See photos below)**

☐ Yes ☒ No Does the application and documentation accurately reflect the property’s existing condition? If no, items/issues noted:

No. The property is currently undergoing interior and partial exterior rehabilitation work (Building Permit No. 201812219020). Photos provided in application show the property prior to the current work. Photos below show current condition at site visit. Additionally, Applicant has removed approximately 50% of exterior rear siding without a permit. Applicant explained that the rear siding exhibited extensive dry rot and needed to be replaced. I advised applicant to apply for a building permit and Administrative Certificate of Appropriateness (ACOA).

☑ 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

64 Potomac Street (District 8) 64 Potomac Street is located on the east side of Potomac Street between Waller Street and Duboce Avenue, Assessor’s Block 0866 Lot 014. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and Bulk district. The subject property is a contributing building to the Article 10 Duboce Park Historic District. It is a two story over garage, wood-frame, single-family dwelling built in 1899 and features a gable roof and bay window.

The subject property is currently valued by the Assessor’s Office at under $3,000,000. Therefore, an exemption from the tax assessment value is not required.

The applicant is currently rehabilitating the property under Building Permit Number 201812219020. The permitted scope of work includes seismic strengthening, chimney removal, full window replacement at all elevations, garage door replacement, enlargement of openings at the rear elevation (not visible from the street), and interior improvements. Additionally, the applicant’s rehabilitation plan proposes siding repairs, re-roofing, front door replacement, restoration of the front steps, and full repainting. The estimated cost of the proposed rehabilitation work is $126,035.

At the site visit, applicant was advised on a number of clarifications and modifications to the proposed rehabilitation plan. These included:

- A site visit concluded that rear siding removal occurred without a building permit and without an entitlement (Administrative Certificate of Appropriateness) as required for the Duboce Park Historic District. The applicant was advised to submit an Admin COA and building permit.
- The applicant was advised to submit an Admin COA for the proposed replacement of the existing front door with a historically compatible design.
- Applicant originally proposed replacing the original wood-frame hung windows with Marvin Wood Ultimate with Ogee lug inserts at the front façade; however, these windows are not a true replacement in kind. The applicant has opted instead to repair the windows in conformance with the Secretary of the Interior’s Standards. Applicant updated the Rehabilitation Plan to reflect this change.
- The applicant was advised that the repair of the rear deck is not a qualifying scope of work and cannot be included in a Rehabilitation Plan.
- Applicant will be providing drawings and/or product information for the proposed garage door for the Mills Act application to ensure that new door is compatible with neighborhood.
- Applicant was advised that re-roofing requires a building permit but does not require an Admin COA.
- Applicant was advised that restoration of the front stairs and/or railings to their historic look and materials will require a building permit and Admin COA.

The maintenance plan proposes to inspect and make any necessary repairs to the siding, windows, front porch, and roof on an annual basis. The estimated cost of maintenance work is $4,000 annually.
PHOTOGRAPHS

Front façade prior to current work (above) and rear façade including removal of rear siding (below)
Detail photos of dry rot located at rear of building
### Mills Act Historical Property Contract Application Checklist:

Applicant should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. Saying “No” to any of the following questions may nullify the timelines established in this application.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mills Act Application</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Has each property owner signed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Has each signature been notarized?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>High Property Value Exemption Form &amp; Historic Structure Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Required for Residential properties with an assessed value over $3,000,000 and Commercial/Industrial properties with an assessed value over $5,000,000. Have you included a copy of the Historic Structures Report completed by a qualified consultant?</td>
<td>N/A</td>
<td>X</td>
</tr>
<tr>
<td>3</td>
<td>Draft Mills Act Historical Property Contract</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Are you using the Planning Department’s standard “Historical Property Contract?” Have all owners signed and dated the contract? Have all signatures been notarized?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Notary Acknowledgement Form</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Is the Acknowledgement Form complete?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Do the signatures match the names and capacities of signers?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Draft Rehabilitation/Restoration/Maintenance Plan</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year, including all supporting documentation related to the scopes of work?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Photographic Documentation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Site Plan</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Tax Bill</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Did you include a copy of your most recent tax bill?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Rental Income Information</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Payment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Did you include a check payable to the San Francisco Planning Department?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Recordation Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be accompanied by the following in order to meet recording requirements:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>All approvals, signatures, recordation attachments</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fee: Check payable to the Office of the Assessor-Recorder* in the appropriate recording fee amount Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Preliminary Change of Ownership Report (PCOR). Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date PCOR (see example on page 20).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>PROPERTY OWNER 1 NAME:</th>
<th>Gustav Lindqvist</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY OWNER 1 ADDRESS:</td>
<td>64 Potomac Street, San Francisco, CA 94117</td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td>(415) 470 1096</td>
</tr>
<tr>
<td>EMAIL:</td>
<td><a href="mailto:gustav.lindqvist@me.com">gustav.lindqvist@me.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 2 NAME:</th>
<th>Caroline Ingeborn</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY OWNER 2 ADDRESS:</td>
<td>64 Potomac Street, San Francisco, CA 94117</td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td>(415) 691 0694</td>
</tr>
<tr>
<td>EMAIL:</td>
<td><a href="mailto:caro.ingeborn@gmail.com">caro.ingeborn@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 3 NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY OWNER 3 ADDRESS:</td>
</tr>
</tbody>
</table>

2. Subject Property Information

<table>
<thead>
<tr>
<th>PROPERTY ADDRESS:</th>
<th>64 Potomac Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY PURCHASE DATE:</td>
<td>May 17, 2018</td>
</tr>
<tr>
<td>MOST RECENT ASSESSED VALUE:</td>
<td>$2,493,000</td>
</tr>
<tr>
<td>ASSESSOR BLOCK/LOT(S):</td>
<td>0866014</td>
</tr>
<tr>
<td>ZIP CODE:</td>
<td>94117</td>
</tr>
<tr>
<td>ZONING DISTRICT:</td>
<td>RH-2</td>
</tr>
</tbody>
</table>

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

Is the entire property owner-occupied? YES [x] 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 [x] 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 [x] 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: [Signature]

Date: 4/28/19

Owner Signature: [Signature]

Date: 4/28/19

Owner Signature: [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:
- Gustav Lindquist
- Caroline Ingeborn

MOST RECENT ASSESSED PROPERTY VALUE:

$2,493,000

PROPERTY ADDRESS:
64 Potomac 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: 4/23/19

Owner Signature: ____________________________ Date:

Owner Signature: ____________________________ Date:
5. Rehabilitation/Restoration & Maintenance Plan

<table>
<thead>
<tr>
<th>#</th>
<th>(Provide a scope number)</th>
<th>BUILDING FEATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Rehab/Restoration</td>
</tr>
</tbody>
</table>

**CONTRACT YEAR FOR WORK COMPLETION:**

**TOTAL COST (rounded to nearest dollar):**

**DESCRIPTION OF WORK:**

Use this form to outline your rehabilitation/restoreation 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.
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.
California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)
64 Potomac 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 Caroline Ingeborn and Gustav Lindqvist (“Owner/s”).

RECITALS

Owners are the owners of the property located at 64 Potomac Street, in San Francisco, California 0866 / 014. The building located at 64 Potomac Street is designated as part of Landmark District: Duboce Park pursuant to Article 10 of the planning code (e.g. “a City Landmark pursuant to Article 10 of the Planning Code”) and is also known as the N/A.

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 ninety three thousand ($193,000). 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 Eighty thousand ($80,000) 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 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:

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, 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.


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.


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.


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.

Mills Act Application
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.

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.

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

   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.

   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.

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

   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

Signed: [Signature]

Date: [Signature Date]

Print name: Gustav Linquist
OWNER

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

Signed: [Signature]

Date: 4/28/19

Print name: Caroline Ingebo
OWNER

JOHN RAHAIM
DIRECTOR OF PLANNING
CITY & COUNTY OF SAN FRANCISCO

Signed: [Signature]

Date: 4/28/19

Print name: John Rahaim
OWNER

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.)
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 4/28/19 before me, J. Minjiras, Notary Public

(insert name and title of the officer)

personally appeared Gustav Lindquist, Caroline Ingeberg

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)
We believe that our property on 64 Potomac Street meets the priority consideration criteria for the Mills Act program according to the following:

**Necessity** - In its current state the property is uninhabitable. There is no functioning bathroom or kitchen, severe dry root, bad smell due to animals being kept inside by previous owner. Furthermore the facade is in a really bad shape with dry root in several places and most of the 6 windows facing the front are broken and/or has damaged framing. Please see the attached photos. The significant leakage and poor condition of the property puts the house in danger of further deterioration. The costs associated with stemming this are substantial. Attached is a bid from the contractor Seapoint Construction giving us a minimum cost of $627,000, including structural work (see below), in order to rehabilitate and restore the house.

**Investment** - We will be investing significant amounts to do a seismic retrofitting of the house. In addition to that we are investing in a new roof. More detail can be found in the attached permit set, which has been approved. This shows our commitment to the restoration and rehabilitation and maintenance of the property.

**Distinctiveness** - The property is located in the Duboce Park Landmark District, which supports the exceptional nature of the property.

______________________________
Gustav Lindqvist - Owner

______________________________
Caroline Ingeborn - Owner
City & County of San Francisco
José Cisneros, Treasurer
David Augustine, Tax Collector
Supplemental Property Tax Bill (Secured)
FOR FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019

Assessees: NAME PRIVATE PER CA AB 2238

ADDRESS INFORMATION
NOT AVAILABLE ONLINE

<table>
<thead>
<tr>
<th>Description</th>
<th>New Base Year Value</th>
<th>Current Roll</th>
<th>Supplemental Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>1,750,000</td>
<td>18,250</td>
<td>1,731,750</td>
</tr>
<tr>
<td>Improvement, Structure</td>
<td>750,000</td>
<td>9,716</td>
<td>740,284</td>
</tr>
<tr>
<td>Less HO Exemption</td>
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<td></td>
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<tr>
<td>Less Other Exemption</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td><strong>Assessed Value Total</strong></td>
<td><strong>2,493,000</strong></td>
<td><strong>20,966</strong></td>
<td><strong>2,472,034</strong></td>
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</table>

Supplemental assessment - see back for details

**TOTAL TAX DUE**: $28,749.74

<table>
<thead>
<tr>
<th>Installment</th>
<th>Due Date</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>04/01/2019</td>
<td>$14,374.87</td>
</tr>
<tr>
<td>Second</td>
<td>07/31/2019</td>
<td>$14,374.87</td>
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FOR THE PERIOD
07/01/2018 THROUGH 06/30/2019

<table>
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<tr>
<th>Tax Rate</th>
<th>Rate Factor</th>
<th>Event Date</th>
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<tbody>
<tr>
<td>1.1630%</td>
<td>100%</td>
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</tbody>
</table>

Keep this portion for your records. See back of bill for payment options and additional information.

San Francisco Tax Collector
Secured Supplemental Property Tax
P.O. Box 7426
San Francisco, CA 94120-7426

If paid or postmarked after JULY 31, 2019
the amount due (includes delinquent penalty of 10% and other applicable fees) is:

$15,857.35

Detach stub and return with payment.
Write your block and lot on your check.
2nd installment cannot be accepted unless 1st is paid.

San Francisco Tax Collector
Secured Supplemental Property Tax
P.O. Box 7426
San Francisco, CA 94120-7426

If paid or postmarked after APRIL 1, 2019
the amount due (includes delinquent penalty of 10%) is:

$15,812.35

Detach stub and return with payment.
Write your block and lot on your check.
Supplemental tax bills are issued in addition to the annual tax bill, generally due to a change in ownership or new construction in accordance with Article XIII A of the California Constitution.

If you disagree with the assessed value as shown on your tax bill, you have the right to an informal assessment review by the Assessor-Recorder's Office. Visit www.sfassessor.org for more information. You also have the right to file an application for reduction in assessment for the following year by filing a written application with the Assessment Appeals Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 405, San Francisco, CA 94102. The filing period is July 2 to September 15. Visit www.sfgov.org/aab or call 415-554-6778 for more information. If an informal or formal assessment review is requested, relief from penalties shall apply only to the difference between the Assessor-Recorder's final determination of value and the value on the assessment roll for the fiscal year covered.

**Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons**

The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current year property taxes on their primary residence. PTP applications are accepted from October 1 to February 10 each year. Go to the SCO website at www.sco.ca.gov/ardtax_prop_tax_postponement.html for more information. If you have any questions or to request an application, call 1-800-952-5661 or email postponement@sco.ca.gov.

<table>
<thead>
<tr>
<th>Did you…</th>
<th>Submit payment for the exact amount?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a $50.00 “Payment Failure Fee” will be charged in addition to any late payment penalties.</td>
<td></td>
</tr>
<tr>
<td>If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.</td>
<td></td>
</tr>
<tr>
<td>If any portion of the total amount due is unpaid after 5 PM on June 30, 2019, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Did you…</th>
<th>Submit payment for the exact amount?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a $50.00 “Payment Failure Fee” will be charged in addition to any late payment penalties.</td>
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<tr>
<td>If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.</td>
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</tr>
<tr>
<td>If any portion of the total amount due is unpaid after 5 PM on June 30, 2019, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.</td>
<td></td>
</tr>
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</table>
Exhibit A: Rehabilitation/Restoration Plan for 64 Potomac Street

<table>
<thead>
<tr>
<th>Scope: #1</th>
<th>Building Feature: Roofs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration X Maintenance Completed Proposed X</td>
<td></td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $15,500 (see line item 07.300 in Contractor’s bid)</td>
<td></td>
</tr>
</tbody>
</table>

Description of work: The current roof is of medium status. We will engage a licensed roofing contractor to replace the current roof with new shingles. Installation of the new roof will avoid changing the roof configuration, or altering, removing or obscuring character-defining features of the building, including decorative elements in the gable ends, as well as eave trim and moldings. New gutters and downspouts will be installed to be able to direct water away from the building.

<table>
<thead>
<tr>
<th>Scope: #2</th>
<th>Building Feature: Exterior Walls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration X Maintenance Completed Proposed X</td>
<td></td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $33,000. (see line items 09.900 and items under section 07 with the exception of 07.300)</td>
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</tr>
</tbody>
</table>

Description of work: We will repair wood siding at all elevations of the house as necessary and thereafter repaint the house in its entirety. Any repairs or replacements will avoid altering, removing or obscuring character-defining features of the building and all materials that are used will be made in kind e.g. wood for wood.
Scope: #3  
Building Feature: Windows and doors

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
</tr>
<tr>
<td>Completed</td>
<td>Proposed X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2020

Total Cost: $7235

Description of work: All three of the exterior doors at the front of the house, including the garage door, need to be replaced. The design of the new doors will be replaced to match the historic character of the house.

All of the windows facing the street in the house will be repaired and thus match with the historically appropriate character and function.

$3,385 for repairing windows. $3,850 for new door. These estimates are based off of www.homeadvisor.com

Scope: #4  
Building Feature: Front Stairs

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
</tr>
<tr>
<td>Completed</td>
<td>Proposed X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2020

Total Cost: $22,300. (see line item 06.300 in Contractor’s bid)

Description of work: Remove existing terrazzo finish at the exterior front stairs and restore stairs and handrails to original design and materials (wood) based on historic documents and neighboring houses.

Scope: #5  
Building Feature: Seismic Strengthening of Foundation

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
</tr>
<tr>
<td>Completed</td>
<td>Proposed X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2020

Total Cost: $48,000. (see line items 03.100 and 06.100 in Contractor’s bid) + $39,500 (see line items 2-5 under Additional Costs in Contractor extra costs)

Description of work: Seismic strengthening of house foundation. The drain will be moved from inside the garage to a trench drain by the garage door in order prevent water from flowing into the garage and creating damage to the foundation over time.
Exhibit B: Maintenance Plan for 64 Potomac Street

### Scope: #1 Building Feature: Roof

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
<th>X</th>
</tr>
</thead>
</table>

Contract year work completion: Annually

Total Cost: Average annual cost of $500

Description of work: When the roof has been replaced we will perform our own inspections annually. We will ensure to keep gutters and downspouts clear from debris as well as remove any overhanging branches. We will broom sweep branch or leaf debris.

In addition, we will have a licensed roofing contractor conduct periodic inspections approximately every 5 years to ensure that it remains in good condition. Any repairs or replacements needed as a consequence of these inspections will be performed.

Both these routines, 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: #2 Building Feature: Exterior Walls

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
<th>X</th>
</tr>
</thead>
</table>

Contract year work completion: Annually

Total Cost: $1,000 annually

Description of work: When the house has been repainted we will inspect the wooden elements of the exterior of the house annually and repaint as necessary. If any damage or deterioration is found, the extent and the nature of the damage will be assessed and addressed. Any repairs or replacements will avoid altering, removing or obscuring character-defining features of the building and all materials that are used will be made in kind e.g. wood for wood. 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: #3  Building Feature: Openings

<table>
<thead>
<tr>
<th></th>
<th>Rehabilitation/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>$1,000 annually</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:** We will inspect the exterior doors and windows annually. We will look for signs of moist and dry rot and confirm functionality. If any repair or replacement is found necessary this will be done in line with the house historic character and any materials used will be 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: #4  Building Feature: Front stairs

<table>
<thead>
<tr>
<th></th>
<th>Rehabilitation/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>$500 annually</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:** We will maintain the front stairs on an ongoing basis keeping it free from dust, dirt and debris. We will perform our own annual inspections of the stairs and if needed make any repairs or replacements deemed necessary. Any repairs or replacements will avoid altering, removing or obscuring character-defining features of the building and all materials that are used 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: Foundation and Perimeter Grades

<table>
<thead>
<tr>
<th></th>
<th>Rehabilitation/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
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</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>$1,000 annually</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:** The foundation will be inspected annually to check for signs of water or other damages. If any damages are identified these will be remediated immediately. All maintenance work 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.
SEAPoint
64 POTOMAC

Quote #: 7LIL5EX

A Proposal for Window and Door Products prepared for:

Job Site:
94124

Shipping Address:
GOLDEN STATE WINDOW & DOOR DESIGN
1085 ESSEX AVENUE
RICHMOND, CA 94801

Featuring products from:

Integrity

MARVIN

--- MATTE BRASS HARDWARE NOT AVAILABLE ON MARVIN WOOD ULTIMATE JAMB LEVERS. I SUGGEST OIL-RUBBED BRONZE (CLOSEST IN APPEARANCE)

--- UNITS
UNIT SUMMARY

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes.

Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

<table>
<thead>
<tr>
<th>LINE</th>
<th>MARK UNIT</th>
<th>BRAND</th>
<th>ITEM</th>
<th>NET PRICE</th>
<th>QTY</th>
<th>EXTENDED NET PRICE</th>
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<td>LIVING RM</td>
<td>Marvin</td>
<td>Wood Ultimate Insert Double Hung IO 39&quot; X 68 1/2&quot; Entered as Inside Opening 39&quot; X 68 1/2&quot;</td>
<td>1,112.76</td>
<td>2</td>
<td>2,225.52</td>
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<tr>
<td>2</td>
<td>LIVING RM</td>
<td>Marvin</td>
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<td>1,257.28</td>
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<td>3</td>
<td>UPPER BED</td>
<td>Marvin</td>
<td>Wood Ultimate Insert Double Hung IO 48&quot; X 68 1/2&quot; Entered as Inside Opening 48&quot; X 68 1/2&quot;</td>
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<td>4</td>
<td>UPPER BED WOC</td>
<td>Marvin</td>
<td>Parts: 11850640 KIT, WINDOW OPENING CONTROL DEVICE, WHITE</td>
<td>26.60</td>
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<td>53.20</td>
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<td>5</td>
<td>LUG KITS FOR WOOD DH</td>
<td>Marvin</td>
<td>Parts: 11894145 OGEE LUG KIT - WUDH-WINDH</td>
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<td>115.25</td>
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<td>6</td>
<td>B214 MST BED</td>
<td>Marvin</td>
<td>Wood Ultimate Outswing French Door CN 4070 RO 49 5/8&quot; X 86 1/2&quot; Entered as CN 4070</td>
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<td>7</td>
<td>W3 MST BED</td>
<td>Marvin</td>
<td>Wood Ultimate Double Hung CN 3224 RO 38 3/8&quot; X 57 1/2&quot; Entered as CN 3224</td>
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<td>8</td>
<td>W4 MASTER BATH</td>
<td>Marvin</td>
<td>Wood Ultimate Double Hung CN 4024 RO 46 3/8&quot; X 57 1/2&quot; Entered as CN 4024</td>
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<td>9</td>
<td>W4 OPENING CONTROL DEV.</td>
<td>Marvin</td>
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<tr>
<td>10</td>
<td>HALL BATH</td>
<td>Integrity</td>
<td>All Ultrex Awning RO 19 1/4&quot; X 35 1/2&quot; Entered as FS 18 3/4&quot; X 35&quot;</td>
<td>573.73</td>
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<td>573.73</td>
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<tr>
<td>11</td>
<td>STAIR</td>
<td>Non-Marvin</td>
<td>MATERIALS WOOD REPLACEMENT SASH, 20&quot; X 35&quot; 1-1/2&quot; LOW E IG 2&quot; TOP AND SIDES, 3-1/4&quot; BOTTOM</td>
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<td>Non-</td>
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<td>629.00</td>
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<td>Marvin</td>
<td>WOOD REPLACEMENT SASH, 36&quot; X 40&quot; 1-1/2&quot; LOW E IG TEMPERED, 2&quot; TOP AND SIDES, 3-1/4&quot; BOTTOM</td>
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<tr>
<td>13</td>
<td>1ST FLR REAR KITCHEN</td>
<td>Marvin</td>
<td>Wood Ultimate Outswing French Door CN 4070 RO 49 5/8&quot; X 86 1/2&quot; Entered as CN 4070</td>
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<tr>
<td>14</td>
<td>1ST FLR REAR DINING</td>
<td>Marvin</td>
<td>Wood Ultimate Double Hung CN 2632 RO 32 3/8&quot; X 73 1/2&quot; Entered as CN 2632</td>
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<td>3,657.45</td>
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</table>
LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

<table>
<thead>
<tr>
<th>Line #1</th>
<th>Mark Unit: LIVING RM</th>
<th>Qty: 2</th>
<th>Net Price: 1,112.76</th>
<th>Ext. Net Price: 2,225.52</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td>MARVIN</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><img src="image" alt="Diagram" /></td>
<td>As Viewed From The Exterior</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Entered As: IO
FS 38 3/8” X 68 11/16”
IO 39” X 68 1/2”

Egress Information
Width: 35 1/4” Height: 23.41/64”
Net Clear Opening: 6.97 SqFt

Performance Information
U-Factor: 0.29
Solar Heat Gain Coefficient: 0.3
Visible Light Transmittance: 0.52
Condensation Resistance: 57
CPD Number: MAR-N-364-02152-00001
ENERGY STAR: NC
Performance Grade: Licensee #739
AAMA/WDMA/CSA/101/1.S.2/A440-08
LC-PG30 1143x1981 mm (45x78 in)
LC-PG30 DP +30/-30
FL15162

Primed Pine Exterior
Primed Pine Interior
Wood Ultimate Insert Double Hung
Inside Opening 39” X 68 1/2”
8 Degree Frame Bevel
Top Sash
Primed Pine Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Stainless Perimeter Bar
Ovolo Exterior Glazing Profile
Ovolo Interior Glazing Profile
Bottom Sash
Primed Pine Sash Exterior
Primed Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Stainless Perimeter Bar
Ovolo Exterior Glazing Profile
Ovolo Interior Glazing Profile
Oil Rubbed Bronze Sash Lock
1 Per Unit Oil Rubbed Bronze Sash Lift
White Jamb Hardware
No Screen
4 9/16” Jamb

***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: ____

Buyer: ____

FIELD APPLIED OGEE LUG KITS QUOTED ON LINE #5

OPTION PRICE FOR INTEGRAL WOOD

OGEE LUGS IS $30.00 per window
Line #2

Mark Unit: LIVING RM

<table>
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<tbody>
<tr>
<td>Primed Pine Exterior</td>
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<td>Primed Pine Interior</td>
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<tr>
<td>Wood Ultimate Insert Double Hung</td>
<td>1,114.54</td>
</tr>
<tr>
<td>Inside Opening 47” X 68 1/2”</td>
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</tr>
<tr>
<td>8 Degree Frame Bevel</td>
<td></td>
</tr>
<tr>
<td>Top Sash</td>
<td></td>
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<tr>
<td>Primed Pine Sash Exterior</td>
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</tr>
<tr>
<td>Primed Pine Sash Interior</td>
<td></td>
</tr>
<tr>
<td>IG - 1 Lite</td>
<td></td>
</tr>
<tr>
<td>Low E2 w/Argon</td>
<td></td>
</tr>
<tr>
<td>Stainless Perimeter Bar</td>
<td></td>
</tr>
<tr>
<td>Ovolo Exterior Glazing Profile</td>
<td></td>
</tr>
<tr>
<td>Ovolo Interior Glazing Profile</td>
<td></td>
</tr>
<tr>
<td>Bottom Sash</td>
<td></td>
</tr>
<tr>
<td>Primed Pine Sash Exterior</td>
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<tr>
<td>Primed Pine Sash Interior</td>
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<td>IG - 1 Lite</td>
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<td>Ovolo Interior Glazing Profile</td>
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</tr>
<tr>
<td>Oil Rubbed Bronze Sash Lock</td>
<td>61.18</td>
</tr>
<tr>
<td>Per Unit Oil Rubbed Bronze Sash LIF</td>
<td>31.03</td>
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<tr>
<td>White Jamb Hardware</td>
<td>-30.15</td>
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<tr>
<td>No Screen</td>
<td></td>
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</table>

As Viewed From The Exterior

Entered As: IO
FS 46 5/8” X 68 11/16”
IO 47” X 68 1/2”
Egress Information
Width: 43 1/16” Height: 28 41/64”
Net Clear Opening: 8.56 SqFt
Performance Information
U-Factor: 0.29
Solar Heat Gain Coefficient: 0.3
Visible Light Transmittance: 0.52
Condensation Resistance: 57
CPD Number: MAR-N-364-02152-00001
ENERGY STAR: NC
Performance Grade
No Performance Grade Information available.

Adder for Integral wood Ogee was = 630.00 plus tax

Line #3

Mark Unit: UPPER BED

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<tr>
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<tr>
<td>Wood Ultimate Insert Double Hung</td>
<td>1,114.54</td>
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<tr>
<td>Inside Opening 48” X 68 1/2”</td>
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<tr>
<td>8 Degree Frame Bevel</td>
<td></td>
</tr>
<tr>
<td>Top Sash</td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>Primed Pine Sash Interior</td>
<td></td>
</tr>
<tr>
<td>IG - 1 Lite</td>
<td></td>
</tr>
<tr>
<td>Low E2 w/Argon</td>
<td></td>
</tr>
<tr>
<td>Stainless Perimeter Bar</td>
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<td>Ovolo Exterior Glazing Profile</td>
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<td>Ovolo Interior Glazing Profile</td>
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<td>Bottom Sash</td>
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<td>Primed Pine Sash Exterior</td>
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<td>Primed Pine Sash Interior</td>
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<tr>
<td>IG - 1 Lite</td>
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<tr>
<td>Low E2 w/Argon</td>
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<tr>
<td>Stainless Perimeter Bar</td>
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<td>Ovolo Exterior Glazing Profile</td>
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<td>Ovolo Interior Glazing Profile</td>
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</tr>
<tr>
<td>Oil Rubbed Bronze Sash Lock</td>
<td>61.18</td>
</tr>
<tr>
<td>Per Unit Oil Rubbed Bronze Sash LIF</td>
<td>31.03</td>
</tr>
<tr>
<td>White Jamb Hardware</td>
<td>-30.15</td>
</tr>
<tr>
<td>No Screen</td>
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</table>

As Viewed From The Exterior

Entered As: IO
FS 47 5/8” X 68 11/16”
IO 48” X 68 1/2”
Egress Information
Width: 44 1/16” Height: 28 41/64”
Net Clear Opening: 8.76 SqFt

OMS Ver. 0002.25.00 (Current)

Processed on: 5/6/2019 12:16:25 PM
### Performance Information
- **U-Factor:** 0.29
- **Solar Heat Gain Coefficient:** 0.3
- **Visible Light Transmittance:** 0.52
- **Condensation Resistance:** 57
- **CPD Number:** MAR-N-364-02152-00001
- **ENERGY STAR:** NC
- **Performance Grade:** 
- **No Performance Grade Information Available.**

---

**Note:** Unit Availability and Price is Subject to Change

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</table>

**No Image Available**

**Marvin Parts**

11850940 KIT, WINDOW OPENING CONTROL DEVICE, WHITE

- **Initials required**
- **Seller:** ______
- **Buyer:** ______

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<th><strong>Mark Unit: LUG KITS FOR WOOD DH</strong></th>
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<th><strong>Ext. Net Price:</strong></th>
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**No Image Available**

**Marvin Parts**

118594145 Ogee LUG KIT - WUDH-WINDH

- **Initials required**
- **Seller:** ______
- **Buyer:** ______

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<td><strong>Rough Opening 49 5/8&quot; X 86 1/2&quot;</strong></td>
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<tr>
<td></td>
<td><strong>Traditional Panels</strong></td>
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<td>Left Panel</td>
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<td><strong>Primed Pine Sash Exterior</strong></td>
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<td></td>
<td><strong>Primed Pine Sash Interior</strong></td>
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<tr>
<td></td>
<td><strong>IG - 1 Lite</strong></td>
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<tr>
<td></td>
<td><strong>Tempered Low E2 w/Argon</strong></td>
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<tr>
<td></td>
<td><strong>Stainless Perimeter Bar</strong></td>
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<td><strong>Ogee Interior Glazing Profile</strong></td>
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<td>Right Panel</td>
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<tr>
<td></td>
<td><strong>IG - 1 Lite</strong></td>
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<tr>
<td></td>
<td><strong>Tempered Low E2 w/Argon</strong></td>
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<td></td>
<td><strong>Stainless Perimeter Bar</strong></td>
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<td></td>
<td><strong>Ogee Interior Glazing Profile</strong></td>
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<td><strong>Multi-Point Lock on Active Panel</strong></td>
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<tr>
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<td><strong>No Handle Set on Active Panel</strong></td>
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<td><strong>Multi-Point Lock on Inactive Panel</strong></td>
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<td><strong>92.21</strong></td>
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<tr>
<td></td>
<td><strong>No Handle Set on Inactive Panel</strong></td>
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**OMS Ver. 0002.26.00 (Current)**

**Entered As:** CN
- **CN 4070**
- **FS 48 5/8" X 86"**
- **RO 49 5/8" X 86 1/2"**

**Processed on:** 5/6/2019 12:16:25 PM

**Page 6 of 14**
Egress Information
- Width: 39 47/64" Height: 82 1/4"
- Net Clear Opening: 22.70 SqFt

Performance Information
- U-Factor: 0.29
- Solar Heat Gain Coefficient: 0.22
- Visible Light Transmittance: 0.39
- Condensation Resistance: 62
- CPD Number: MAR-N-424-42544-00001
- ENERGY STAR: N, NC, SC, S
- Performance Grade: No Performance Grade Information available.

Matte Black Adjustable Hinges 3 Per Panel .................................................. 58.52
Bronze Ultrex Sill .......................................................................................... 41.67
Beige Weather Strip .........................................................................................
Bare Oak Sill Liner ......................................................................................... 26.60
4 9/16" Jambs
Primed Pine BVIC - Top .................................................................................. -15.96
Installed Installation Brackets ......................................................................... 20.39

***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _______
Buyer: _______

---

Line #7
Qty: 1
Mark Unit: W3 MST BED

Net Price: 853.85
Ext. Net Price: 853.85

Primed Pine Exterior ....................................................................................... 33.69
Primed Pine Interior ....................................................................................... 33.69
Wood Ultimate Double Hung ......................................................................... 668.55

CN 3224
Rough Opening w/ Subsill
38 3/8" X 57 1/2"
- Top Sash
- Primed Pine Sash Exterior
- Primed Pine Sash Interior
- IG - 1 Lite
- Low E2 w/Argon
- Stainless Perimeter Bar
- Ovolo Exterior Glazing Profile
- Ovolo Interior Glazing Profile
- Bottom Sash
- Primed Pine Sash Exterior
- Primed Pine Sash Interior
- IG - 1 Lite
- Low E2 w/Argon
- Stainless Perimeter Bar
- Ovolo Exterior Glazing Profile
- Ovolo Interior Glazing Profile

Oil Rubbed Bronze Sash Lock ........................................................................ 61.18
1 Per Unit Oil Rubbed Bronze Sash Lift ......................................................... 31.03
White Jamb Hardware .................................................................................... 13.30
No Screen ...................................................................................................... 23.94
4 9/16" Jambs
Exterior Casing - None .................................................................................. -14.19
Primed Pine Standard Subsill ........................................................................ 30.15
6" Long Sill Horns .......................................................................................... 20.39

***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _______
Buyer: _______

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OMS Ver. 0002.26.00 (Current)
Processed on: 5/6/2019 12:16:25 PM
Page 7 of 14
<table>
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<td>CN 4024</td>
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<td>Rough Opening w/ Sub sill</td>
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<td>46 3/8&quot; X 57 1/2&quot;</td>
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<td>Primed Pine Sash Interior</td>
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<tr>
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<td>IG - 1 Lite</td>
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<tr>
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<td>Tempered Low E2 w/Argon</td>
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<td>Ovolo Exterior Glazing Profile</td>
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<td>Bottom Sash</td>
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<tr>
<td></td>
<td>IG - 1 Lite</td>
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<td>Oil Rubbed Bronze Sash Lock</td>
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<tr>
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<td>1 Per Unit Oil Rubbed Bronze Sash Lift</td>
<td>61.18</td>
<td>61.18</td>
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<td>White Jamb Hardware</td>
<td>31.03</td>
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<td>No Screen</td>
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<td>4 9/16&quot; Jams</td>
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<td>Primed Pine Standard Sub sill</td>
<td>30.15</td>
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<td>6&quot; Long Sill Horns</td>
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<td>Installed Installation Brackets</td>
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**Note:** Unit Availability and Price is Subject to Change

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<tr>
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Initials required

| Seller: ____ | Buyer: ____ |

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**OMS Ver. 0002.26.00 (Current)**

Processed on: 5/6/2019 12:16:25 PM
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- **Stone White Exterior**
- **Stone White Interior**
- **Integrity Awning - Roto Operating**
- **All Ultrex**
- **Frame Size 18 3/4" X 35"**
- **Rough Opening 19 1/4" X 35 1/2"**
- **0 Degree Frame Bevel**
- **IG = 1 Lite**
- **Tempered Low E2 w/Argon**
- **Stainless Perimeter Bar**
- **White Folding Handle**
- **Interior Aluminum Screen**
- **Charcoal Fiberglass Mesh**
- **Stone White Surround**
- **2 1/4" Jambs**
- **Thru Jamb Installation**
- **Frame Filler**
- **1" Frame Expander**

**Note:** Integrity All Ultrex rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering All Ultrex custom sized units. **Unit Availability and Price is Subject to Change**

Entered As: FS
FS 18 3/4" X 35"
RO 19 1/4" X 35 1/2"

**Egress Information**
No Egress Information available.

**Performance Information**
U-Factor: 0.29
Solar Heat Gain Coefficient: 0.29
Visible Light Transmittance: 0.49
Condensation Resistance: 57
CVD Number: MAR-N-377-00205-00001
E NERGY STAR: NC

**Performance Grade**
Licensee #1038
AAMA/WDMA/CSA/101/1.5.2/A440-11
LC-PG40 1207X302 mm (47.5X35.5 in)
LC-PG40 DP +40/-40
FL13630

<table>
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- **Materials**
  WOOD REPLACEMENT SASH, 20" X 36" 1-1/2" LOW E IG 2" TOP AND SIDES, 3-1/4" BOTTOM

**Note:** Integrity All Ultrex rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering All Ultrex custom sized units. **Unit Availability and Price is Subject to Change**

Entered As: FS
FS 20 1/4" X 36 1/2"
RO 20 1/2" X 36 1/2"

**Egress Information**
No Egress Information available.

**Performance Information**
U-Factor: 0.29
Solar Heat Gain Coefficient: 0.29
Visible Light Transmittance: 0.49
Condensation Resistance: 57
CVD Number: MAR-N-377-00205-00001
E NERGY STAR: NC

**Performance Grade**
Licensee #1038
AAMA/WDMA/CSA/101/1.5.2/A440-11
LC-PG40 1207X302 mm (47.5X35.5 in)
LC-PG40 DP +40/-40
FL13630

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<tr>
<td>Ext. Net Price:</td>
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- **Materials**
  WOOD REPLACEMENT SASH, 36" X 40" 1-1/2" LOW E IG TEMPERED, 2" TOP AND SIDES, 3-1/4" BOTTOM

**Note:** Integrity All Ultrex rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering All Ultrex custom sized units. **Unit Availability and Price is Subject to Change**

Entered As: FS
FS 36 1/2" X 40 1/2"
RO 36 1/2" X 40 1/2"

**Egress Information**
No Egress Information available.

**Performance Information**
U-Factor: 0.29
Solar Heat Gain Coefficient: 0.29
Visible Light Transmittance: 0.49
Condensation Resistance: 57
CVD Number: MAR-N-377-00205-00001
E NERGY STAR: NC

**Performance Grade**
Licensee #1038
AAMA/WDMA/CSA/101/1.5.2/A440-11
LC-PG40 1207X302 mm (47.5X35.5 in)
LC-PG40 DP +40/-40
FL13630

Initials required

**Seller:**

**Buyer:**

**Initials required**

**Initials required**

**OMS Ver. 0002.26.00 (Current)**

**Processed on: 5/6/2019 12:16:25 PM**
|----------|--------|---------------------------------|---------------------|------------------------|

**Marvin Windows**

- Primed Pine Exterior
- Primed Pine Interior
- Wood Ultimate Outswing French Door - XX Right Hand
- CN 4070
- Rough Opening: 49.5/8" X 86 1/2"
- Traditional Panels
  - Left Panel
  - Primed Pine Sash Exterior
  - Primed Pine Sash Interior
  - IG - 1 Lite
  - Tempered Low E2 w/Argon
  - Stainless Perimeter Bar
  - Ogee Interior Glazing Profile
  - Right Panel
  - Primed Pine Sash Exterior
  - Primed Pine Sash Interior
  - IG - 1 Lite
  - Tempered Low E2 w/Argon
  - Stainless Perimeter Bar
  - Ogee Interior Glazing Profile
- Multi-Point Lock on Active Panel
- No Handle Set on Active Panel
- Multi-Point Lock on Inactive Panel
- No Handle Set on Inactive Panel
- Matte Black Adjustable Hinges 3 Per Panel
- Bronze Ultrex Sill
- Beige Weather Strip
- Bare Oak Sill Liner
- 4 9/16" Jambs
- Primed Pine BMC - Top
- Installed Installation Brackets
- **Note:** Unit Availability and Price is Subject to Change

**Entered As:** CN 4070
- FS 48 5/8" X 86"
- RO 49 5/8" X 86 1/2"

**Egress Information**
- Width: 39.4764" Height: 82 1/4"
- Net Clear Opening: 22.70 Sqft

**Performance Information**
- U-Factor: 0.29
- Solar Heat Gain Coefficient: 0.22
- Visible Light Transmittance: 0.39
- Condensation Resistance: 62
- CPD Number: MAR-N-414-14544-00001
- ENERGY STAR: N, NC, SC, 5
- Performance Grade: No Performance Grade Information available.

**Initials Required**

- **Seller:**
- **Buyer:**
Line #14
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Qty: 3

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<td>Tempered Low E2 w/Argon</td>
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<td>Stainless Perimeter Bar</td>
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<td>Bottom Sash</td>
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<td>4 9/16&quot; Jams</td>
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<td>6&quot; Long Sill Horns</td>
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<td>Installed Installation Brackets</td>
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**Note:** Unit Availability and Price is Subject to Change

Initials required

Seller:
Buyer:

Project Subtotal Net Price: USD 20,535.09
Taxable Materials: USD 1,055.00
8.500% Sales Tax: USD 1,835.16
Project Total Net Price: USD 23,425.25
Product and Performance Information

NFRC energy ratings and values may vary depending on the exact configuration of glass thickness used on the unit. This data may change over time due to ongoing product changes or updated test results or requirements.

The National Fenestration Rating Council (NFRC) has developed and operates a uniform national rating system for the energy performance of fenestration products, including windows and doors. For additional information regarding this rating system, see www.nfrc.org.

NFRC energy values and ratings may change over time due to ongoing product changes, updated test results or requirements.

Review the map below to determine if your units meet ENERGY STAR for your location.
PURCHASE APPROVAL/SIGN OFF

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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Project Subtotal Net Price</td>
<td>USD 20,535.09</td>
</tr>
<tr>
<td>Taxable Materials</td>
<td>USD 1,055.00</td>
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<tr>
<td>8.500% Sales Tax</td>
<td>USD 1,835.16</td>
</tr>
<tr>
<td>Project Total Net Price</td>
<td>USD 23,425.25</td>
</tr>
</tbody>
</table>

I have reviewed all line item quotes in detail and agree that the product specifications and pricing are accurate, and I approve the project for order. I acknowledge that additional charges, tax or Terms and Conditions may apply.

Seller: ____________________________________________

Buyer: ____________________________________________
CALIFORNIA USERS

About California Proposition 65
California’s Proposition 65 entitles California consumers to special warnings for products that contain chemicals known to the state of California to cause cancer and birth defects or other reproductive harm.

We are providing the following warnings in connection with this quote:

⚠️ WARNING: This product can expose you to chemicals including titanium dioxide, which is known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov.

⚠️ WARNING: This product can expose you to chemicals including methanol, which is known to the State of California to cause birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov.

⚠️ WARNING: Drilling, sawing, sanding or machining wood products can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more information go to www.P65Warnings.ca.gov/wood.
Customer: SEAPoint

Office Address:  

Shipping Address:  

Net Frame Dimension in inches: (width x height)

Unless otherwise noted, all frames are viewed from exterior!

Comments:  

Job Specific Series Defaults  

Review Product options carefully

(Unless otherwise specified per Item)
**FLEETWOOD CERTIFIED PROPOSAL**

**GOLDEN STATE WIN & DOOR - SF**

**PROPOSAL #32, DETAIL REPORT** version 1

(Prices honored if order confirmed by 10/3/2019)

**Quote#** 32  
*32*

---

**Notes:**

**ITEM: 1-0**  
SERIES 250-T A/O

<table>
<thead>
<tr>
<th>Option Name</th>
<th>Option</th>
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<tbody>
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<td>Customer</td>
<td>Internal SDLs may rattle</td>
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<tr>
<td>Customer</td>
<td>Preserve glass film on 1 and 4 surfaces</td>
</tr>
<tr>
<td>Customer</td>
<td>SDLs equally divided in glass (not daylight)</td>
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<tr>
<td>Caution</td>
<td>2 Cam Handles(plnl=40in)</td>
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<tr>
<td>Boxing</td>
<td>Cardboard</td>
</tr>
<tr>
<td>SDL</td>
<td>Ex/Int. 3/4in. Flat (SL-1C)</td>
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<td>SDL_Division</td>
<td>Default (Equally Divided)</td>
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<td>SDL_Pattern</td>
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<td>Energy_Simulated</td>
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```
Room Ref: 1ST FLR REAR OFFICE  
Weight/lb: 247.52  Cube/ft: 13.37  
NFRC: FLE-M-92-00339-00001

Viewed from Exterior  
NFW=48.5 x NFH= 94.25
```

---

**Structural Options:**

(Sill-Tdl-cl) 47.125-HEIGHT

---

**Based on your geographical area, additional Shipping charges may apply.**

**Orders are subject to standard terms & conditions.**

*SPECIAL notes are subject to factory review.*

**Review Online Documents Before Final Product Selections**

- Homeowners
  - Care & Maintenance
  - The Right Choices
  - Your Order
- Professionals/Energy Compliance
  - True Energy Efficiency (video)
  - Energy Compliance vs. TRUE Efficiency
- Professionals/Extreme Conditions
  - Smart Building Practices

---

**Item Sub-Total:** $2,915.72  
**Factory Misc. Charges:** $0.00  
**Factory Shipping & Handling:** $0.00  
**Installation Labor:** Not Included  
**Drawings/Engineering:** Not Included  
**Freight/Delivery:** Not Included  
**Other Products Provided:** Not Included  
**Other Labor Provided:** Not Included  
**Sales Tax (6.5%):** $247.84  
**Resale Grand Total:** $3,163.56

*(may not include S&H or Tax)*

---

**Price valid for 90 days from quote date. Orders may be delayed if credit terms are not established for this order before the final confirmation is signed.**

Please Sign and return on acceptance: ____________________________  
Date: __/__/__

---

**QTE: 32  ver: 1**

Quote Date: 5/6/2019  
Snapshot expires ver: 434321.868/14515.8030.128 Page 2 of 3

Fleetwood Aluminum Products, Inc. DBA Fleetwood Windows and Doors (PO Box 1036, Corona, CA)
| Quote# | 32 | *32* |
Job Name: 64 POTOMAC
Customer: SEAPoint
Quote: #32

MANUFACTURER

ENERGY REPORT

Job Specific Summary

The U-Factor and SHGC values provided in this report comply with NFRC 100 and NFRC 200. A summary of these values has been presented as a Weighted Average to assist dealers in assessing the general impact if changes are made to the Window or Door order, e.g. glass type change.

Additionally, Fleetwood has provided a column of Simulated Performance Alternative energy values that may be a useful tool in illustrating how the size of a Door or Window will impact the true living conditions inside the home. By request, Fleetwood will provide Manufacturer Labels for such values. For more information about Simulated Performance Alternative, visit Fleetwood's website; under the Professionals menu, select Energy Compliance, then Energy Code Compliance.

Product Type / Category Information: (Metric/Sl version available upon request.)

<table>
<thead>
<tr>
<th>Category</th>
<th>Series:</th>
<th>Item:</th>
<th>Glazing*</th>
<th>VT:</th>
<th>NFRC</th>
<th>Simulated Performance Alternative</th>
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The "Performance method" for certification is recommended; wherein envelope components can be "traded off" to allow the desired windows and doors. (See Energy Code Compliance for a list of common trade-offs.)

*Glazing Type: Description:

A CLR5AE5G 1" Clear Cardinal 272 5mm-R 0.625argon Clear 5mm-R 0.25 0.41

NFRC Prescriptive Sizes:

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<th>Series</th>
<th>Configuration</th>
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References:

U-Factor. The rated Winter U-Factor of the fenestration product, in Btu/hr-ft2-°F.
SHGC. Solar Heat Gain Coefficient.
VT. Visible Transmittance.
Area (ft2). The area of the surface in square feet.
NFRC. National Fenestration Rating Council.
Invoice

BILL TO
Caroline Ingeborn & Gustav Lindqvist
64 Potomac Street
San Francisco, CA

INVOICE 642
DATE 04/25/2019
TERMS Due on receipt
DUE DATE 04/25/2019

<table>
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<th>ACTIVITY</th>
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## Preliminary Cost Estimate - 64 Potomac

Architectural plans by [Name], dated Feb 27, 2019

Structural Plans by [Name], dated

### General Requirements

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Based on 6 month duration, project management, supervision, special procedures, temporary utilities, site equipment and material, layout, clean up, general labor, tools, workplaces, safety and contract/project close out.
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**SCOPE OF WORK**

1. Interior renovation of Kitchen and Dining Room.
2. Addition of new Bathroom at 2nd Floor.
3. Interior renovation of existing 2nd Floor Bathroom with new fixtures, finishes and fittings.
4. New structural posts and beams to accommodate interior partition changes.
5. Provide new electrical, plumbing and mechanical within area of work.
7. Provide 4 new windows at rear of 1st, 2nd Floor.
8. Provide 8 new wood windows to replace & match existing wood windows at front of 1st, 2nd Floor.
9. New structural posts and beams to accommodate interior partition changes.
10. Interior renovation of existing 2nd Floor Bathroom with new fixtures, finishes and fittings.
11. Interior renovation of existing 2nd Floor Bathroom with new fixtures, finishes and fittings.
12. All work shall be done under permit. Plans and calculations if required shall be submitted to and approved by the building department. Contractor shall be responsible for obtaining all required permits.
13. Note that Mechanical, Electrical, Fire Protection, Plumbing, and Communications are design build items. Architectural drawings shall show design intent contractor to conform all system requirements with building owner and Architect prior to installation. Contractors/subcontractor shall submit plans for their respective work to the building department as required for plan check and permit issuance, including paying for all plan check and permit fees.
14. Unless otherwise noted, all angles shall be right angles, all lines which appear parallel shall be parallel, and all items which appear centered shall be centered. The Contractor shall be responsible for maintaining all lines to level, plumb and square.
15. Install all fixtures, equipment, and materials per manufacturers recommendations and code requirements. All appliances, fixtures, and equipment associated with Plumbing, Electrical, Mechanical systems shall be listed by nationally recognized approved agencies.
17. All wall and ceiling finishes shop comply with C.B.C. chapter 8.
18. All new smoke detectors to be hard wired.
ELECTRICAL NOTES:

- Electrical subpanels to be at floor plan. Panels shall not be located in the vicinity of easily ignitable materials such as clothing closets. Panels or switches shall be in or exposed to rooms that shall be maintained in a clean and safe manner.
- GFCI protected outlets at the following locations:
  - (A) Garages
  - (B) Unfinished basement, crawl and storage spaces
  - (C) Within 6' of sink or basin
  - (D) Exterior (waterproof)

- Receptacles at the following locations:
  - (A) 1/2" C.C. max and within 6' of the end of wall
  - (B) Wall space 2' or more wide
  - (C) At each kitchen and dining area counter space wider than 3' at the so that no point in any hallway 10' or more in length.

- Light fixtures in lab or other enclosures shall be labeled suitable for damp locations.
- Appliances to be installed in places, such as washers, dryers, and fixed appliances, shall be equipped with separate branch circuit(s) to ensure the appliance is adequately served.

ENERGY NOTES:

- Non-recessed incandescent luminaires in kitchens shall be high efficacy luminaires. Up to 50% of wattage, as determined in section 130(C), of permanently installed luminaries in kitchen may be incandescent that are not high efficacy luminaire, provided that these luminaries are controlled by switch or dimmer devices not separate from those controlling the high efficacy luminaires.
- Ducts serving air handling units and room air handlers at air change and efficiency of not less than 60 HCFM per 125 ft^2 of wall for 15 watt or smaller, 90 HCFM per 125 ft^2 for 16 watt - 40 watt and 60 HCFM per 125 ft^2 at 40 watt or higher. A duct section containing a water heater shall have a linear air change and efficiency of not less than 40 HCFM per 125 ft^2 of wall for 20 watt or smaller.

- Each room containing a water closet shall have a luminaire with efficacy of 100 lumens per watt for 10 watt or smaller, 150 lumens per watt for 16 watt - 40 watt and 200 lumens per watt for 40 watt or higher. If there is more than one luminaire in the room, the high efficacy luminaire shall be switched at an entrance to the room.

- Light fixtures recessed into insulated ceilings must be approved for a zero clearance insulation covering the recessed installation area and other exposed directional fixtures, recessed gas fixtures may be recessed with a zero clearance insulation covering the recessed installation area.

- (A) Closeable metal or glass door
- (B) 12" O.C. max and within 6' of the end of wall
- (C) At each kitchen and dining area counter space wider than 3' so that no point in any hallway 10' or more in length.

PLUMBING AND MECHANICAL NOTES:

- Air ducts shall be No. 26 GA galvanized sheet metal or a fire damper provided when the ducts penetrate the occupancy separation between the garage and the house.
- Smooth metal duct for dryer extending to outside of the house.
- Non-recessed fan exhaust devices on all exterior hose bibs.
- Size of water closet to be maximum allowable 1.6 gallons per flush.
- Doors and panels a shower and bathtub enclosure and adjacent wall openings within 60 inches above a standing surface and drain inlet shall be fully tempered. Laminated or tempered glass shall be used with a permanent label.
- Temperature shall be fixed with a permanent label.

SANITATION NOTES:

- Shower head shall be ceramic tile extending 70 inches above the drain inlet.
- Moisture resistant underlayment, e.g. water resistant gypsum board, is to be at 70 inches above the drain inlet UBC 807.1.3.

BATHROOM NOTES:

- Exhaust fan(s) to be installed Possessing the capacity to remove air changes per hour.
- Exhaust fans with Backdraft damper shall terminate minimum 3 feet from any property line and building openings.
- Bilge circuits to be 20A circuit to ensure the required bathroom outlets. This circuit cannot supply any other receptable lights and fans etc.

NOTES:

- A smoke detector shall be in all bedrooms in and area is leading to them.
- Environmental air duct exhaust with Backdraft damper shall terminate 3 feet from any property line and building openings.
- Venting systems shall termiate not less than 4 feet below or 4 feet horizontally from, and not less than 1 foot above the duct, open a window or a gravity and air inlet into a building. Venting systems shall terminate at least 3 feet above air inlet or makes up air inlet located within 10 feet from the property line except a public way.
### PROPOSED BASEMENT FLOOR PLAN

**SCALE:** 1/4" = 1'-0"  

- New garage door to match existing in size & material, vented.
- New stair. 38" wide. 7.75" riser height, 10" tread depth with 1" nosing. Rail on both sides at 38". Gaps between balusters not to exceed 4". Head clearance to be greater than 6'-8" from tread nose to ceiling.
- New plumbing & ventilation for new washer & gas dryer location.
- 1 hr rated partition & doors.

### EXISTING/DEMO BASEMENT FLOOR PLAN

**SCALE:** 1/4" = 1'-0"  

- Remove concrete.
- Remove chimney.
- Remove stair.

### LEGEND

- Demo Wall
- Existing forced air heating system, no change.
- New forced air heating system, no change.
NEW WATER EFFICIENT FIXTURES PER CALIFORNIA CIVIL CODE 1101.4 (A)
- TOILETS (2)
- FAUCETS (BATHROOM SINK) (3)
- SHOWERHEADS (2)

GFI protected, tamper resistant outlet above sink
9' Tile surround on south & west walls
Shower controls on sidewall
Switched energy star exhaust fan at ceiling
Damp resistant, high efficiency light
Tempered glazing shower partition

2041 Sq inch shower with 30" diameter clearances

Existing stair
Replace window in wall

Lumbar resistant, high efficiency light
Switched energy star exhaust fan at ceiling
Tempered glazing shower partition

New windows

Reinforced roof for future deck. See structural drawings for more information.

Remove flue & wall. See structural drawings for details.
1. **EXISTING FRONT ELEVATION**
   Scale: 3/16" = 1'-0"

2. **PROPOSED FRONT ELEVATION**
   Scale: 3/16" = 1'-0"

3. **EXISTING REAR ELEVATION**
   Scale: 3/16" = 1'-0"

4. **PROPOSED REAR ELEVATION**
   Scale: 3/16" = 1'-0"

5. **EXISTING (REAR) PARTIAL NORTH ELEVATION**
   Scale: 3/16" = 1'-0"

6. **PROPOSED (REAR) PARTIAL NORTH ELEVATION**
   Scale: 3/16" = 1'-0"

- Repair siding as needed, paint
- Replace all front exterior windows in-kind
- New windows, not visible from street
- Patch roof at chimney penetration
- New window, not visible from street
- Repair siding as needed, paint
- Replace windows in-kind
- Renew chimney
STANDARD HOOK & TIE DETAILS

SCALE: 1" = 1'-0"

1. STANDARDS FOR SUSTAINABLE MATERIALS: USE SUSTAINABLE MATERIALS WHENEVER POSSIBLE.

2. USE OF SUSTAINABLE MATERIALS: USE SUSTAINABLE MATERIALS WHENEVER POSSIBLE.

3. SUSTAINABLE MATERIALS: USE SUSTAINABLE MATERIALS WHENEVER POSSIBLE.

4. USE SUSTAINABLE MATERIALS: USE SUSTAINABLE MATERIALS WHENEVER POSSIBLE.

5. SUSTAINABLE MATERIALS: USE SUSTAINABLE MATERIALS WHENEVER POSSIBLE.

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20. USE SUSTAINABLE MATERIALS: USE SUSTAINABLE MATERIALS WHENEVER POSSIBLE.
Case No.: 2019-005831MLS
Project Address: 2168 Market Street (District 8)
Landmark No.: 267
Zoning: NCT (Upper Market Neighborhood Commercial Transit)
Height and Bulk: 40/50-X
Block/Lot: 3542/062
Applicant: Swedish American Society of San Francisco
2168 Market Street
San Francisco, CA 94114
Historic Preservation Commission
Resolution No. XXX
HEARING DATE OCTOBER 2, 2019

Case No.: 2019-005831MLS
Project Address: 2168 Market Street (District 8)
Landmark No.: 267
Zoning: NCT (Upper Market Neighborhood Commercial Transit)
Height and Bulk: 40/50-X
Staff Contact: Stephanie Cisneros – (415) 575-9186
stephanie.cisneros@sfgov.org
Reviewed By: Elizabeth Gordon-Jonckheer – (415) 575-8728
Elizabeth Gordon-Jonckheer@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 2168 MARKET 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 2168 Market Street is an individual Article 10 landmark (No. 267) and thus qualifies as a historical property for purposes of the Mills Act; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 2168 Market Street, which are located in Case Docket No. 2019-005831MLS. The Planning Department recommends approval of the Mills Act draft historical property contract, rehabilitation program, and maintenance plan; and
WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 2168 Market 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 2, 2019, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 2168 Market Street, which are located in Case Docket No. 2019-005831MLS.

THEREFORE BE IT RESOLVED That the HPC hereby recommends that the Board of Supervisors approve the draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 2168 Market Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED That the HPC hereby directs its Commission Secretary to transmit this Resolution, the draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 2168 Market Street, and other pertinent materials in the case file 2019-005831MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 2, 2019.

Jonas P. Ionin  
Commissions Secretary  

AYES:  
NOES:  
ABSENT:  
ADOPTED: October 2, 2019
CALIFORNIA MILLS ACT
HISTORIC PROPERTY AGREEMENT

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and the Swedish Society of San Francisco ("Owner").

RECITALS

Owners are the owners of the property located at 2168 Market Street, in San Francisco, California (Block 3542, Lot 062). The building located at 2168 Market Street is designated as an individual landmark 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 ninety-five thousand one hundred sixty dollars ($95,160.00). (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 thousand five hundred dollars ($7,500.00) 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 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 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;
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: _________________
___Carmen Chu, Assessor-Recorder

By: ___________________________ DATE: _________________
___John Rahaim, Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: ___________________________ DATE: _________________
___Andrea Ruiz-Esquide, Deputy City Attorney

OWNERS

By: ___________________________ DATE: _________________
___Ted Olsson, President of the Swedish Society of San Francisco, Owner

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.
ATTACH PUBLIC NOTARY FORMS HERE.
**Exhibit A: Rehabilitation/Restoration Plan for 2168 Market Street**

### Scope: #1 Building Feature: Front Door Replacement

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Contract year work completion: 2020

Total Cost: $75,000

Description of work: Replace non-original front door, framing, surround and hardware to better meet architect’s original 1907 design, and to improve safety, security, and ADA considerations. Door will be compatible with the design and materials of the historic building. All work will be performed in conformance with the Secretary of the Interior’s Standards.

### Scope: #2 Building Feature: Window in Events Kitchen

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Contract year work completion: 2020

Total Cost: $4,000

Description of work: Restoration of non-original window at front elevation, at location of events catering kitchen. New window will have a leaded glass look to better match other windows on this south façade. All work will be performed in conformance with the Secretary of the Interior’s Standards.

### Scope: #3 Building Feature: Façade Restoration

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Contract year work completion: 2026

Total Cost: $8,660

Description of work: Repoint areas of missing mortar and repair damaged bricks on front wall. All repairs will be with like materials and in conformance with the Secretary of the Interior’s Standards. Work will be performed in accordance with NPS Brief No. 2: Repointing Mortar Joints in Historic Masonry Buildings.

### Scope: #4 Building Feature: Terrazzo at Main Entry

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Contract year work completion: 2028

Total Cost: $6,000

Description of work: Repair and restoration of chipped terrazzo at the main entry. Any patching will match existing in texture, color and materials. All work will be performed in conformance with the Secretary of the Interior’s Standards.
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<td>Total Cost: $ 1,500</td>
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Description of Work: Replace broken leaded glass pane on 2nd floor ante room at front of building. All repairs will be with like materials and in conformance with the Secretary of the Interior’s Standards. Work will be performed in accordance with NPS Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass.
### Exhibit B: Maintenance Plan for 2168 Market Street

#### Scope: # 1  
**Building Feature:** Roof

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- **Contract year work completion:** Every 3 years
- **Total Cost:** $1,000 Average cost per year over a ten year period
- **Description of work:** In 2016 major repair and coating of the roof was done, and is expected to last over 10 years. To maintain roof, inspections will be conducted of the roof, flashing and vents approximately every three years, repairing and replacing in-kind as necessary. Work will be performed according to NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings.

#### Scope: # 2  
**Building Feature:** Gutters and Down Spouts

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- **Contract year work completion:** Every two years
- **Total Cost:** $500 Average cost per year over 10 years
- **Description of work:** We will service our gutters and down spouts approximately every other year, removing debris and inspecting for leaks. At such time, we will confirm that the downspouts direct water away from the building and that no water is infiltrating the foundation. If issues are found, we will repair or replace gutters and downspouts as necessary. Work will be performed according to NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings.

#### Scope: # 3  
**Building Feature:** Windows

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- **Contract year work completion:** Annually
- **Total Cost:** $1,000 average annual cost over 10 years.
- **Description of work:** Annual inspection of wood frame windows with leaded glass for any signs of dry rot, water intrusion, or damage. We will repair or replace as indicated using best practices, using materials to match current appearance and preserve the historic integrity of the property, in compliance with the NPS Preservation Brief #9: The Repair of Historic Wooden Windows and Brief # 33: The Preservation and Repair of Historic Stained and Leaded Glass.

#### Scope: # 4  
**Building Feature:** Skylights

<table>
<thead>
<tr>
<th>Action</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

- **Contract year work completion:** Every 5 years
- **Total Cost:** $500 average annual cost over 10 years.
- **Description of work:** Inspection of skylights, at least every 5 years, for any signs of dry rot, water intrusion, or damage. We will repair or replace as indicated using best practices, using materials to match current appearance and preserve the historic integrity of the property, in compliance with the NPS Preservation Brief #9: The Repair of Historic Wood Windows.
### Scope: # 5  
**Building Feature: Exterior finishes**

<table>
<thead>
<tr>
<th></th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rehab/Restoration</strong></td>
<td><img src="https://via.placeholder.com/10" alt="X" /></td>
<td></td>
<td><img src="https://via.placeholder.com/10" alt="X" /></td>
</tr>
</tbody>
</table>

**Contract year work completion:** Annually

**Total Cost:** $1,500 average annual cost over 10 years.

**Description of work:** The exterior was entirely repainted from 2012 to 2014 at a cost of $34,288. Exterior millwork and paint is routinely inspected for signs of failure and/or dry rot. Façade is washed when needed. As necessary, repair work will be performed using best practices and in-kind materials, as per NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings.

---

### Scope: # 6  
**Building Feature: Interior finishes**

<table>
<thead>
<tr>
<th></th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rehab/Restoration</strong></td>
<td><img src="https://via.placeholder.com/10" alt="X" /></td>
<td></td>
<td><img src="https://via.placeholder.com/10" alt="X" /></td>
</tr>
</tbody>
</table>

**Contract year work completion:** Annually

**Total Cost:** $3,000 average annual cost over 10 years.

**Description of work:** Perform annual inspections of all interior wood finishes including wood banisters, newel posts, wainscoting, trusses, walls, doors, and floors. As necessary, repairing and other regular maintenance will be performed using best practices and in-kind materials. All work will be performed in conformance with the Secretary of the Interior’s Standards.
OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO
MILLS ACT VALUATION

APN: 3542 062  Lien Date: 1/1/2019
Address: 2168 Market Street  Value Date: 7/1/2019
SF Landmark No.: #267  Application Date: 4/24/2019
Applicant's Name: Swedish Society of San Francisco  Valuation Term: 12 months
Agt/Tax Rep./Atty: No  Last Sale Date:  
Fee Appraisal Provided: No  Last Sale Price: N/A

<table>
<thead>
<tr>
<th>FACTORED BASE YEAR (Roll) VALUE</th>
<th>INCOME CAPITALIZATION APPROACH</th>
<th>SALES COMPARISON APPROACH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land $114,452</td>
<td>Land $2,418,000</td>
<td>Land $4,110,000</td>
</tr>
<tr>
<td>Imps. $569,766</td>
<td>Imps. $1,612,000</td>
<td>Imps. $2,740,000</td>
</tr>
<tr>
<td>Personal Prop $0</td>
<td>Personal Prop $0</td>
<td>Personal Prop $0</td>
</tr>
<tr>
<td>Total $684,218</td>
<td>Total $4,030,000</td>
<td>Total $6,850,000</td>
</tr>
</tbody>
</table>

Property Description

Property Type: Commercial  Year Built: 1907  Neighborhood: Duboce Triangle
Type of Use: Commercial  (Total) Rentable Area: 17132  Land Area: 5,153
Owner-Occupied: No  Stories: 3+ Basement  Zoning: Upper Market NCT
Unit Types: Retail/Office  Parking Spaces: 0

Total No. of Units: 3

Special Conditions (Where Applicable)

Conclusions and Recommendations

<table>
<thead>
<tr>
<th></th>
<th>Per Unit</th>
<th>Per SF</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factored Base Year Roll</td>
<td>$228,073</td>
<td>$40</td>
<td>$684,218</td>
</tr>
<tr>
<td>Income Approach - Direct Capitalization</td>
<td>$1,343,333</td>
<td>$235</td>
<td>$4,030,000</td>
</tr>
<tr>
<td>Sales Comparison Approach</td>
<td>$2,283,333</td>
<td>$400</td>
<td>$6,850,000</td>
</tr>
<tr>
<td>Recommended Value Estimate</td>
<td>$228,073</td>
<td>$40</td>
<td>$684,218</td>
</tr>
</tbody>
</table>

Appraiser:  Anne Ferrel  Principal Appraiser: Rob Spencer  Hearing Date:  
<table>
<thead>
<tr>
<th>Income Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lease</td>
<td>$317,372</td>
</tr>
<tr>
<td>Rental</td>
<td>$6,775</td>
</tr>
<tr>
<td>Other Income</td>
<td>$1,480</td>
</tr>
<tr>
<td>Expenses</td>
<td>$180</td>
</tr>
<tr>
<td>Advertising</td>
<td>$5,999</td>
</tr>
<tr>
<td>Cleaning &amp; Maintenance</td>
<td>$22,004</td>
</tr>
<tr>
<td>Fees</td>
<td>$2,504</td>
</tr>
<tr>
<td>Insurance</td>
<td>$5,781</td>
</tr>
<tr>
<td>Repairs</td>
<td>$1,269</td>
</tr>
<tr>
<td>Supplies</td>
<td>$2,825</td>
</tr>
<tr>
<td>Total</td>
<td>$413,097</td>
</tr>
<tr>
<td>Total (Property Tax)</td>
<td>$71,711</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$341,386</td>
</tr>
</tbody>
</table>

**Rental Income Information**

- Amount: $413,097
- 15% of ESI: $61,964.55

**Adjustments to Income**

- **2019 Real Property Tax**: 0.00%
- **2019 Assessment**: 100%
- **2019 Market Value**: 100%
- **2019 Assessed Value**: 100%
- **2019 Total**: 100%

**Note**

- **Annual Operating Expenses** include water, sewer, telephone, and common maintenance.
- **Annual Additional Income** is based on 2019 annual income for tax purposes. $12,298.
## Summary of Subject and Comparable Retail Leases

**Address:** 2168-2174 Market Street  
**APN:** 3642 082  
**Value Date:** 7/1/2019

<table>
<thead>
<tr>
<th>No.</th>
<th>Block/Lot</th>
<th>Address</th>
<th>Tenant</th>
<th>Floor</th>
<th>Lease Signed</th>
<th>Lease Start</th>
<th>Term - Mo's</th>
<th>NRA</th>
<th>Starting Rent</th>
<th>Lease Type</th>
<th>Expense Terms</th>
<th>Escalations/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3542 062</td>
<td>2168 Market Street</td>
<td>United Market Vikings - The Wooden Spoon</td>
<td>1st</td>
<td>1/1/2014</td>
<td>1/1/2014</td>
<td>360</td>
<td>5,087</td>
<td>A</td>
<td>MG</td>
<td></td>
<td>Rental of 2168, 2170 and 2174 Market Street to United Market Vikings are all under 1 lease agreement. Lease amended 01/01/14 Pre-Reno rent on 01/01/2014 was $14,500/mo. Post Reno rent as of 02/01/2017: $21,500/mo + CPI adjustments every 2 years not to exceed 5%. Tenant to pay utilities, pro-rata share of increase in prop taxes, on-going repair and maintenance costs and CAM.</td>
</tr>
<tr>
<td></td>
<td>3542 062</td>
<td>2170 Market Street</td>
<td>United Market Vikings - Cafe Du Nord</td>
<td>Bsmnt</td>
<td>1/1/2014</td>
<td>1/1/2014</td>
<td>360</td>
<td>5,223</td>
<td>A</td>
<td>MG</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3542 062</td>
<td>2174 Market Street</td>
<td>United Market Vikings - Event Space (2503sf) Meeting Rooms (1629sf)</td>
<td>2nd-3rd</td>
<td>1/1/2014</td>
<td>1/1/2014</td>
<td>360</td>
<td>6,823</td>
<td>A</td>
<td>MG</td>
<td></td>
<td>Structure License Agreement for cellular antennas. Lease amendment beginning 06/22/2017: $3745/mo with 2.5% annual increases. Licensee to repair and maintain equipment, pay all utility charges for gas and electric that they incur and pay the property taxes attributable to their leasehold improvements on the premises.</td>
</tr>
</tbody>
</table>

### Comparable Retail Rents (Sorted by Property Type)

<table>
<thead>
<tr>
<th>No.</th>
<th>Address</th>
<th>Tenant</th>
<th>Floor</th>
<th>Lease Signed</th>
<th>Lease Start</th>
<th>Mo's</th>
<th>NRA</th>
<th>Starting Rent</th>
<th>Lease Type</th>
<th>Expense Terms</th>
<th>Escalations/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0311 013</td>
<td>57 Post Street</td>
<td>Data Bar</td>
<td>1</td>
<td>2/2/2016</td>
<td>8/23/2016</td>
<td>32</td>
<td>6,026</td>
<td>N</td>
<td>MG</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2619 149</td>
<td>1810 Van Ness</td>
<td>Tokyo International Bar/Lounge</td>
<td>Unk</td>
<td>02/01/16</td>
<td>60</td>
<td>2,563</td>
<td>$36.00</td>
<td>Unk</td>
<td>NNN</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3615 010</td>
<td>1096 South Van Ness</td>
<td>Urban Pub/Restaurant</td>
<td>Unk</td>
<td>11/1/2012</td>
<td>120</td>
<td>6,745</td>
<td>$22.24</td>
<td>Unk</td>
<td>IG</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>0297 020</td>
<td>447 Bush Street</td>
<td>Event Space/Office Seminars: San Francisco Empowerment Center</td>
<td>1</td>
<td>6/11/2016</td>
<td>7/1/2016</td>
<td>30</td>
<td>2,000</td>
<td>R</td>
<td>NNN</td>
<td></td>
</tr>
</tbody>
</table>

**Average:** $28.29

All retail leases are triple net (NNN), unless otherwise indicated in the comments section.

**Lease Type:**  
- **N** - New Lease,  
- **R** - Renewal,  
- **A** - Amendment to Lease,  
- **E** - Expansion of Space,  
- **S** - Sublease

**Lease Structure:**  
- **FG** - Full service gross lease  
- **MG** - Modified gross lease  
- **IG** - Industrial gross lease  
- **NNN** - Triple net or not lease

**Low:** $22.24  
**High:** $36.00  
**Average:** $28.29
# Summary of Comparable Office Leases

**Address:** 2168-2174 Market Street  
**APN:** 3542 062  
**Value Date:** 7/1/2019

## Subject Property Retail Leases

<table>
<thead>
<tr>
<th>No.</th>
<th>Block/Lot</th>
<th>Address</th>
<th>Tenant</th>
<th>Floor</th>
<th>Lease Signed</th>
<th>Lease Start</th>
<th>Term - Mo’s</th>
<th>NRA</th>
<th>Starting Rent</th>
<th>Lease Type</th>
<th>Expense Terms</th>
<th>Escalations/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub: 3542 062</td>
<td>2168 Market Street</td>
<td>United Market Vikings - The Wooden Spoon</td>
<td>1</td>
<td>1/1/2014</td>
<td>1/1/2014</td>
<td>360</td>
<td>5,067</td>
<td>A</td>
<td>MG</td>
<td>Rental of 2168, 2170 and 2174 Market Street to United Market Vikings are all under 1 lease agreement. Lease amended 01/01/14: Pre-Reno rent on 01/01/2014 was $14,500/mo. Post Reno rent as of 02/01/2017: $21,520/month + CPI adjustments every 2 years not to exceed 5%. Tenant to pay utilities, proportionate share of increase in prop taxes, ongoing repair and maintenance costs and CAM.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub: 3542 062</td>
<td>2170 Market Street</td>
<td>United Market Vikings - Café Du Nord</td>
<td>Bent</td>
<td>1/1/2014</td>
<td>1/1/2014</td>
<td>360</td>
<td>5,222</td>
<td>A</td>
<td>MG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub: 3542 062</td>
<td>2174 Market Street</td>
<td>United Market Vikings - Event Space (530/390s) Meeting Rooms (1620s)</td>
<td>2nd-3rd</td>
<td>1/1/2014</td>
<td>1/1/2014</td>
<td>360</td>
<td>6,223</td>
<td>A</td>
<td>MG</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Lease #2

**Structure License Agreement for cellular antennas. Lease amendment beginning 09/22/2017: $3745/mo with 2.5% annual increases. Licensee to repair and maintain equipment, pay all utility charges for gas and electric that they incur and pay the property taxes attributable to their leasehold improvements on the premises.**

## Comparable Office Rents (Sorted by Property Type)

<table>
<thead>
<tr>
<th>#</th>
<th>1063 009</th>
<th>1155 Mission</th>
<th>Cybernet Entertainment (Tech Office)</th>
<th>3-Jan</th>
<th>2/1/2018</th>
<th>3/1/2018</th>
<th>119</th>
<th>15,678</th>
<th>$30.61</th>
<th>N</th>
<th>NNN</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>0715 014</td>
<td>1000 Van Ness Avenue</td>
<td>Infinite Returns</td>
<td>1</td>
<td>03/31/16</td>
<td>60</td>
<td>9,400</td>
<td>$30.50</td>
<td>N</td>
<td>MG</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>0715 014</td>
<td>1000 Van Ness Avenue</td>
<td>Happy Inspector, Inc</td>
<td>1</td>
<td>7/1/2016</td>
<td>7/1/2016</td>
<td>24</td>
<td>4,840</td>
<td>$20.50</td>
<td>N</td>
<td>MG</td>
</tr>
</tbody>
</table>

**Average:** $25.97

All retail leases are triple net (NNN), unless otherwise indicated in the comments section.  
**Lease Type:** N = New Lease, R = Renewal, A = Amendment to Lease, E = Expansion of Space, S = Sublessee  
**Lease Structure:** FSQ - full service gross lease  
MG - modified gross lease  
IG - industrial gross lease  
NNN - triple net or not lease

**Low:** $20.50  
**High:** $30.61  
**Average:** $25.97
# Sales Comparison Analysis

<table>
<thead>
<tr>
<th>Subj. APN</th>
<th>Address</th>
<th>Sales Price $ per sq.ft.</th>
<th>Market Conditions</th>
<th>Neighborhood</th>
<th>Lot Size</th>
<th>Year Built</th>
<th>Square Feet</th>
<th>Condition</th>
<th>Overall Adjustment</th>
<th>Adjusted Sale Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1061 Post Street 0693 046</td>
<td>6/4/2019 $3,467,000 $383</td>
<td>Similar Downtown 20%</td>
<td>Duboce Triangle</td>
<td>5,153</td>
<td>1986</td>
<td>17,132</td>
<td>Good</td>
<td>-12%</td>
<td>$337</td>
</tr>
<tr>
<td>2</td>
<td>170 Valencia 3502 013</td>
<td>12/31/2018 $9,600,000 $413</td>
<td>Similar Mission Dolores 8,245</td>
<td>Average</td>
<td>1931</td>
<td>23,270</td>
<td>5%</td>
<td>Average</td>
<td>5%</td>
<td>$433</td>
</tr>
<tr>
<td>3</td>
<td>240 Page 0839 032</td>
<td>5/6/2019 $2,780,000 $506</td>
<td>Similar Hayes Valley 3,920</td>
<td>Average</td>
<td>1909</td>
<td>5,465</td>
<td>-15%</td>
<td>Average</td>
<td>-15%</td>
<td>$430</td>
</tr>
<tr>
<td>4</td>
<td>1155 Mission 3727 102</td>
<td>1/31/2018 $9,500,000 $806</td>
<td>Similar Inner Mission 4,792</td>
<td>Good</td>
<td>1814</td>
<td>15,678</td>
<td>-15%</td>
<td>Good</td>
<td>-25%</td>
<td>$454</td>
</tr>
<tr>
<td>5</td>
<td>165 Page 0853 015</td>
<td>5/7/2019 $4,400,000 $800.00</td>
<td>Similar Hayes Valley 5,663</td>
<td>Average</td>
<td>1984</td>
<td>5,500</td>
<td>-15%</td>
<td>Average</td>
<td>-25%</td>
<td>$600</td>
</tr>
</tbody>
</table>

**Range of Values:**

$337 to $600

- **Average:** $451
- **Median:** $433

Reconcile to the low end of the range of $451

**Estimated Market Value:**

$6,850,000

**Adjustments:**

- Market Conditions: None
- Location: None
- Lot Size: None
- Year Built: 10% for 1980's construction
- Neighborhood: 20% for Downtown vs Duboce Triangle; -10% for Inner Mission vs Duboce Triangle
- Square Feet: 5-15%
- Condition: 15% Good vs Average
PRE-APPROVAL INSPECTION REPORT

Report Date: May 21, 2019  
Inspection Date: May 14, 2017, 11:00 a.m.  
Filing Date: April 24, 2019  
Case No.: 2019-005831MLS  
Project Address: 2168 Market Street  
Block/Lot: 3542/062  
Eligibility: Article 10 Landmark No. 276, Swedish American Hall  
Zoning: NCT - Upper Market Neighborhood Commercial Transit District  
Height & Bulk: 40-X/50-X  
Supervisor District: District 8 (Rafael Mandelman)  
Project Sponsor: Swedish Society of San Francisco  
Address: 2168 Market Street  
San Francisco, CA 94114  
415-407-0094  
olssonted@gmail.com  
Staff Contact: Michelle Taylor – (415) 575-9197  
michelle.taylor@sfgov.org  
Reviewed By: Tim Frye – (415) 575-6822  
tim.frye@sfgov.org

PRE-INSPECTION

☑ Application fee paid

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

5/6/2019: Email applicant to schedule site visit.

5/7/2019: Confirm site visit for 5/14/2019 at 11:00am
INSPECTION OVERVIEW
Date and time of inspection: Tuesday, May 14, 2019, 11:00am

Parties present: Shannon Ferguson (Planning Department), Ted Olsson, Fred Bianucci, Martin Benson

☑ 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

☑ 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: See below

☐ 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, items/issues noted: See below
NOTES

2168 Market Street (District 8) is located on the northwest side of Market Street between Sanchez and Church streets, Assessor’s Block 3542 Lot 062. The subject property is located within the NCT (Upper Market Neighborhood Commercial Transit) zoning district and 40/50-X Height and Bulk district. It is a three-story wood-frame commercial building constructed in 1907 by Master Architect August Nordin. The subject property is an individual Article 10 landmark (No. 267) significant as both as an exceptional architectural example of the Arts and Crafts style and as an enduring social hall associated with San Francisco’s Scandinavian community.

The subject property is currently valued by the Assessor’s Office at under $5,000,000. Therefore, an exemption from the tax assessment value is not required.

The initial application provided a Rehabilitation and Maintenance Plan that did not adequately describe the scope of on-going maintenance that the property owner regularly performs, such as roof inspections, window inspection, and regular repairs. Property owner was offered guidance on developing a comprehensive Rehabilitation and Maintenance Plan that better reflects the proposed and on-going work for the building.

Property owner provided a revised Rehabilitation and Maintenance Plan which better reflects proposed work and maintenance items. The revised Rehabilitation plan proposes to repair and restore the exterior front entry terrazzo; replace a non-historic door with a new compatible and accessible door at the main entrance; remove and replace a non-compatible window at the front façade, and repair and restore bricks at the front facade. The estimated cost of the proposed rehabilitation work is $95,160.

The applicant provided a revised maintenance plan which proposes to inspect and make any necessary repairs to the front façade, windows, interior wood elements, and roof on a regular basis. The estimated cost of maintenance work is $7,500 annually.
PHOTOGRAPHS

Front façade (c. 2011)

Typical interior finishes
MILLS ACT HISTORICAL PROPERTY CONTRACT
Application Checklist:

Applicant should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. Saying "No" to any of the following questions may nullify the timelines established in this application.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mills Act Application</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Has each property owner signed?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Has each signature been notarized?</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>High Property Value Exemption Form &amp; Historic Structure Report</td>
<td>YES ☐ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Required for Residential properties with an assessed value over $3,000,000 and Commercial/Industrial properties with an assessed value over $5,000,000.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have you included a copy of the Historic Structures Report completed by a qualified consultant?</td>
<td>N/A ☒</td>
</tr>
<tr>
<td>3</td>
<td>Draft Mills Act Historical Property Contract</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Are you using the Planning Department's standard &quot;Historical Property Contract?&quot;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have all owners signed and dated the contract?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Have all signatures been notarized?</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Notary Acknowledgement Form</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Is the Acknowledgement Form complete?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Do the signatures match the names and capacities of signers?</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Draft Rehabilitation/Restoration/Maintenance Plan</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year, including all supporting documentation related to the scopes of work?</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Photographic Documentation</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Site Plan</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Tax Bill</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Did you include a copy of your most recent tax bill?</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Rental Income Information</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Payment</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>Did you include a check payable to the San Francisco Planning Department?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Recodarion Requirements</td>
<td>YES ☒ NO ☐</td>
</tr>
<tr>
<td></td>
<td>A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be accompanied by the following in order to meet recording requirements:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- All approvals, signatures, recordation attachments</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Fee: Check payable to the Office of the Assessor-Recorder in the appropriate recording fee amount Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Preliminary Change of Ownership Report (PCOR). Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date PCOR (see example on page 20).</td>
<td></td>
</tr>
</tbody>
</table>
# 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.)

<table>
<thead>
<tr>
<th>PROPERTY OWNER 1 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Swedish Society of San Francisco</strong></td>
<td>415-401-0094</td>
</tr>
<tr>
<td>PROPERTY OWNER 1 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td>2168 Market St., San Francisco, CA 94114</td>
<td><a href="mailto:olsson.ted@gmail.com">olsson.ted@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 2 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPERTY OWNER 2 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 3 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>PROPERTY OWNER 3 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Subject Property Information

<table>
<thead>
<tr>
<th>PROPERTY ADDRESS:</th>
<th>ZIP CODE:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2168 Market St., San Francisco, CA</strong></td>
<td>94114</td>
</tr>
<tr>
<td>PROPERTY PURCHASE DATE:</td>
<td>ASSESSOR BLOCK/LOT(S):</td>
</tr>
<tr>
<td>1906</td>
<td>3542/062</td>
</tr>
<tr>
<td>MOST RECENT ASSESSED VALUE:</td>
<td>ZONING DISTRICT:</td>
</tr>
<tr>
<td>$670,804</td>
<td>NC7-Upper Market St.</td>
</tr>
</tbody>
</table>

- Are taxes on all property owned within the City and County of San Francisco paid to date? **YES** [X] **NO** [ ]

- Is the entire property owner-occupied? **YES** [X] **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** [X] **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** [X]

  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: **Ted Olson, Pres. SSSF**

Date: **4/22/2019**

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: Swedish Society of San Francisco

MOST RECENT ASSESSED PROPERTY VALUE: $6,70,801

PROPERTY ADDRESS: 2168 Market Street, San Francisco, CA 94114

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: [Signature] Date: 4/22/2019

Owner Signature: 
Date: 

Owner Signature: 
Date: 

Mills Act Application
5. Rehabilitation/Restoration & Maintenance Plan

<table>
<thead>
<tr>
<th>A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property</th>
<th>YES ☑ NO ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property</td>
<td>YES ☑ NO ☐</td>
</tr>
<tr>
<td>Proposed work will meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties and/or the California Historic Building Code.</td>
<td>YES ☑ NO ☐</td>
</tr>
<tr>
<td>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</td>
<td>YES ☑ NO ☐</td>
</tr>
</tbody>
</table>

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.
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.
California Mills Act Historical Property Agreement

Swedish American Hall

PROPERTY NAME (IF ANY)

2168 Market 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 Swedish Society for Finland ("Owner/s").

RECITALS

Owners are the owners of the property located at 2168 Market Street, in San Francisco, California. The building located at 2168 Market Street is designated as a City Landmark pursuant to Article 10 of the Planning Code and is also known as the Swedish American Hall (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 three hundred forty thousand ($340,000). 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 see above 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 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

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, 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.


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.

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.

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.

Mills Act Application
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.


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.


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


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.


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.


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


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

[Signature]  
Date

JOHN RAHAIM  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO

[Signature]  
Date

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

[Signature]  
Date

Print name  
DEPUTY CITY ATTORNEY

[Signature]  
Date

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.)
ALL-PURPOSE 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 SS.

On 4/22/2019, before me, ROBERT HOWARD PETERSON, Notary Public, personally appeared TED OLSSON, 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.

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☑ INDIVIDUAL
☑ CORPORATE OFFICER
☑ PARTNER(S)
☑ ATTORNEY-IN-FACT
☑ GUARDIAN/CONSERVATOR
☑ SUBSCRIBING WITNESS
☐ OTHER: 

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

Swedish Society of San Francisco

DESCRIPTION OF ATTACHED DOCUMENT

Mills Act Application

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

RIGHT

THUMBPRINT

OF

SIGNER

Top of thumbprint here

APA 01/2015
SUPPLEMENTAL INFORMATION
For Swedish American Hall Mills Act Application

Is the entire property owner-occupied? No. Approximately 1,395 square feet is owner occupied, and the remaining 15,898 square feet is leased and occupied by a non-owner.

“Priority Consideration Criteria” - The following addresses the priority consideration criteria:

(a) Necessity: Potential tax savings would help complete remaining restoration work to the building, and to the ongoing maintenance and repair required. This tax savings would be especially necessary should a split roll assessment be adopted, which we feel is likely. This would likely increase the property's assessment such that not only would restoration and maintenance become financially infeasible, but the very continued operation and existence of the building would be threatened. Hence the Mills Act designation would allow the completion of proposed restoration and maintenance, as well as the continued existence of this Historic Landmark.

(b) Investment: The project will result in additional private investment in the property beyond, routine maintenance, to help bring the property back to its original character as designed by its architect in 1907, and to replace deteriorating structural items. This includes replacement of the front door, events catering window, and likely within 10 years also rebuilding trusses and repairing and replacing missing and deterioration bricks in the front wall.

(c) Distinctiveness: Completed a year after the 1906 Earthquake and Fire, the building is the most significant extant building associated with San Francisco's Swedish community, and is also emblematic of the development of a larger Scandinavian enclave in the Mission Dolores and Upper Market area at the turn of the 20th century. Indeed, the building's location was central to the city's Scandinavian population, as evidenced by the nearby construction of a number of cultural institutions, including the Swedish Evangelical Lutheran Ebenezer Church at 15th and Dolores (1904), and St. Ansgar's Danish Evangelical Lutheran Church at 152 Church Street (1905). Since its construction the building has served as the home of the Swedish Society of San Francisco, founded in 1875, while also providing a meeting place for scores of fraternal and social organizations related to San Francisco's Scandinavian community.

The building is also architecturally significant as an embodiment of the distinctive characteristics of a type, period, and method of construction, as well as for being an architecturally significant work of master architect, August Nordin. The building's architectural finishes are unusually fine and demonstrate a superior level of craftsmanship. The building's exterior employs a rich palate of materials and ornament which conveys an unusually strong street presence commensurate with its use as a public meeting hall. The interior includes a number of lodge rooms that also feature superior detailing and are individualized such that each has its own distinctive identity, while remaining harmonious within the overall composition. The building's largest public assembly space, Freja Hall, features highly ornamental finishes and soaring truss work that rank it among the finest expressions of the Arts & Crafts style in California. The building survives with relatively few alterations from its original design, and retains an outstanding level of architectural integrity.
(d) **Recently Designated City Landmark**: This building was designated a City Landmark in 2015.

(e) **Legacy Business**: The building houses the Café du Nord, a business listed in the Legacy Business Registry of San Francisco in 2016. It has existed in this building since its inception.
SITE PLAN

There is one building on the site, and it extends to the lot lines.

NOTES:
1. ALL ANGLES ARE 90' UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE IN DECIMAL FEET.
For Fiscal Year July 1, 2018 through June 30, 2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Full Value</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
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<td>1,304.99</td>
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<tr>
<td>Structure</td>
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<td>6,496.45</td>
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<tr>
<td>Fixtures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Property</td>
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</tr>
<tr>
<td>Gross Taxable Value</td>
<td>670,804</td>
<td>7,801.45</td>
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<tr>
<td>Less HO Exemption</td>
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<td></td>
</tr>
<tr>
<td>Less Other Exemption</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Taxable Value</td>
<td>670,804</td>
<td>$7,801.45</td>
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</table>

Direct Charges and Special Assessments

<table>
<thead>
<tr>
<th>Code</th>
<th>Type</th>
<th>Telephone</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>LWEA2018TAX</td>
<td>(415) 355-2203</td>
<td>298.00</td>
</tr>
<tr>
<td>46</td>
<td>SF BAY RS PARCEL Tax</td>
<td>(510) 286-7193</td>
<td>12.00</td>
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<tr>
<td>63</td>
<td>UPPER MARKET/CASTRO</td>
<td>(415) 500-1181</td>
<td>1,839.30</td>
</tr>
<tr>
<td>89</td>
<td>SFUSD FACILITY DIST</td>
<td>(415) 355-2203</td>
<td>37.52</td>
</tr>
<tr>
<td>91</td>
<td>SFCCD PARCEL TAX</td>
<td>(415) 487-2400</td>
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</tr>
<tr>
<td>98</td>
<td>SF - TEACHER SUPPORT</td>
<td>(415) 355-2203</td>
<td>251.96</td>
</tr>
</tbody>
</table>

Total Direct Charges and Special Assessments: $2,537.78

Total Due: $10,339.22

1st Installment: $5,169.61
2nd Installment: $5,169.61
DUE: 12/10/2018
DUE: 04/10/2019

Check if contribution to Arts Fund is enclosed.
For other donation opportunities go to www.Give2SF.org

Detach stub and return with your payment.
Write your block and lot on your check.
2nd Installment cannot be accepted unless 1st is paid.

San Francisco Tax Collector
Secured Property Tax
P.O. Box 7426
San Francisco, CA 94120-7426

If paid or postmarked after APRIL 10, 2019 the amount due (includes delinquent penalty of 10% and other applicable fees) is: $5,731.57

City & County of San Francisco
Property Tax Bill (Secured)
For Fiscal Year July 1, 2018 through June 30, 2019
Rental Income Information

Amounts listed are calendar year 2018 actual, considered typical. Mortgage debt service (substantial) is excluded.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
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<tr>
<td>Lease</td>
<td>$317,372</td>
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<tr>
<td>Rental</td>
<td>$6,775</td>
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<tr>
<td>Other income</td>
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<tr>
<td><strong>Expenses</strong></td>
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<tr>
<td>Advertising</td>
<td>$180</td>
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<tr>
<td>Cleaning &amp; Maintenance</td>
<td>$999</td>
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<tr>
<td>Events Expense</td>
<td>$6,996</td>
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<tr>
<td>Fees</td>
<td>$555</td>
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<tr>
<td>Insurance</td>
<td>$22,504</td>
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<td>Professional Services</td>
<td>$4,780</td>
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<tr>
<td>Repairs</td>
<td>$1,256</td>
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<tr>
<td>Supplies</td>
<td>$2,603</td>
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<tr>
<td>Other</td>
<td>$825</td>
</tr>
<tr>
<td><strong>Taxes</strong></td>
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<td>Federal</td>
<td>$16,500</td>
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<tr>
<td>Property</td>
<td>$10,108</td>
</tr>
<tr>
<td>State</td>
<td>$7,000</td>
</tr>
</tbody>
</table>
PHOTOS OF SWEDISH AMERICAN HALL

Front building exposure from Market Street.

Interior showing Freja Hall with trusses, trim, balcony or right.
PHOTOS OF SWEDISH AMERICAN HALL

Freja Hall showing stage.

Odin Room
PHOTOS OF SWEDISH AMERICAN HALL

Main entry showing doors to be replaced.

Interior of doors to be replaced.
PHOTOS OF SWEDISH AMERICAN HALL

Balder Room showing trusses that will likely be replaced within 10 years.

Original neon sign for the Legacy Business Café du Nord.
### Exhibit A: Rehabilitation/Restoration Plan for 2168 Market Street

<table>
<thead>
<tr>
<th>Scope: #1</th>
<th>Building Feature: Front Door Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $ 75,000</td>
<td></td>
</tr>
<tr>
<td>Description of work: Replace non-original front door, framing, surround and hardware to better meet architect’s original 1907 design, and to improve safety, security, and ADA considerations. Door will be compatible with the design and materials of the historic building. All work will be performed in conformance with the Secretary of the Interior’s Standards.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope: #2</th>
<th>Building Feature: Window in Events Kitchen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $ 4,000</td>
<td></td>
</tr>
<tr>
<td>Description of work: Restoration of non-original window at front elevation, at location of events catering kitchen. New window will have a leaded glass look to better match other windows on this south façade. All work will be performed in conformance with the Secretary of the Interior’s Standards.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope: #3</th>
<th>Building Feature: Façade Restoration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2026</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $ 8,660</td>
<td></td>
</tr>
<tr>
<td>Description of work: Repoint areas of missing mortar and repair damaged bricks on front wall. All repairs will be with like materials and in conformance with the Secretary of the Interior’s Standards. Work will be performed in accordance with NPS Brief No. 2: Repointing Mortar Joints in Historic Masonry Buildings.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope: #4</th>
<th>Building Feature: Terrazzo at Main Entry</th>
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</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2028</td>
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</tr>
<tr>
<td>Total Cost: $6,000</td>
<td></td>
</tr>
<tr>
<td>Description of work: Repair and restoration of chipped terrazzo at the main entry. Any patching will match existing in texture, color and materials. All work will be performed in conformance with the Secretary of the Interior’s Standards.</td>
<td></td>
</tr>
</tbody>
</table>
Scope: # 5  Building Feature: Window

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2020

Total Cost: $ 1,500

Description of Work: Replace broken leaded glass pane on 2nd floor ante room at front of building. All repairs will be with like materials and in conformance with the Secretary of the Interior’s Standards. Work will be performed in accordance with NPS Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass.
### Exhibit B: Maintenance Plan for 2168 Market Street

**Scope: # 1 Building Feature: Roof**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** Every 3 years

**Total Cost:** $1,000 Average cost per year over a ten year period

**Description of work:** In 2016 major repair and coating of the roof was done, and is expected to last over 10 years. To maintain roof, inspections will be conducted of the roof, flashing and vents approximately every three years, repairing and replacing in-kind as necessary. Work will be performed according to NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings.

---

**Scope: # 2 Building Feature: Gutters and Down Spouts**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** Every two years

**Total Cost:** $500 Average cost per year over 10 years.

**Description of work:** We will service our gutters and down spouts approximately every other year, removing debris and inspecting for leaks. At such time, we will confirm that the downspouts direct water away from the building and that no water is infiltrating the foundation. If issues are found, we will repair or replace gutters and downspouts as necessary. Work will be performed according to NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings.

---

**Scope: # 3 Building Feature: Windows**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** Annually

**Total Cost:** $1,000 average annual cost over 10 years.

**Description of work:** Annual inspection of wood frame windows with leaded glass for any signs of dry rot, water intrusion, or damage. We will repair or replace as indicated using best practices, using materials to match current appearance and preserve the historic integrity of the property, in compliance with the NPS Preservation Brief #9: The Repair of Historic Wooden Windows and Brief #33: The Preservation and Repair of Historic Stained and Leaded Glass.

---

**Scope: # 4 Building Feature: Skylights**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** Every 5 years

**Total Cost:** $500 average annual cost over 10 years.

**Description of work:** Inspection of skylights, at least every 5 years, for any signs of dry rot, water intrusion, or damage. We will repair or replace as indicated using best practices, using materials to match current appearance and preserve the historic integrity of the property, in compliance with the NPS Preservation Brief #9: The Repair of Historic Wood Windows.
### Scope: # 5  
**Building Feature: Exterior finishes**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** Annually

**Total Cost:** $1,500 average annual cost over 10 years.

**Description of work:** The exterior was entirely repainted from 2012 to 2014 at a cost of $34,288. Exterior millwork and paint is routinely inspected for signs of failure and/or dry rot. Façade is washed when needed. As necessary, repair work will be performed using best practices and in-kind materials, as per NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings.

### Scope: # 6  
**Building Feature: Interior finishes**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Contract year work completion:** Annually

**Total Cost:** $3,000 average annual cost over 10 years.

**Description of work:** Perform annual inspections of all interior wood finishes including wood banisters, newel posts, wainscoting, trusses, walls, doors, and floors. As necessary, repairing and other regular maintenance will be performed using best practices and in-kind materials. All work will be performed in conformance with the Secretary of the Interior’s Standards.
Estimates: Misc. Repairs

Dear Fred,

Following are our estimates for the various repairs and upgrades discussed at the Swedish American Hall, 2174 Market St., San Francisco, CA.

Scope 1. Front door. Replace two front doors and hardware in existing frame with new non-rated doors to have similar full lites as existing doors. "Bullseye" glass, frames and installation to existing wood door frame by Lundberg and Lenox. Historically appropriate faux hinges, brass kick plates, by Lundberg. Prepare electrical for "Butterfly" security. Rondel glass and 1/4" clear laminated glass in five "sidelites" in existing frame. Paint doors to match existing. Assume: work can be performed in a manner so that the entry is secure every night and no barricade is required; existing frame, etc. in good condition. Security, "Butterfly", intercom, etc. by tenant. Final design not yet approved.

Estimate $68,599

Scope 2. Restoration of catering kitchen window. Leaded glass by Lenox at two double hung windows, pattern to be 5 wide by 5 high. Work performed from exterior. Final design not yet approved.

Estimate $6,839

Scope 3. Fire escape and rear "grate". Repair per Escape Artist report recommendations. Escape Artist to perform work.

ROM estimate $8,000


ROM estimate $10,000

Scope 5. Balder Room and Archives Room double hung windows. Service total of eight windows (two in Balder Room and two in Svea Room).

ROM estimate $6,000

Scope 6. Thermo scan 1200 amp main electrical switch gear panel.

ROM estimate $3,000

Scope 7. Balder Room truss upgrade.

ROM estimate $250,000

Scope 8. Archives Room patch and paint on west wall and ceiling on north side.

ROM estimate $5,000

Scope 9. Rear Kitchenette doors (behind Oden Room), misc. repairs to existing doors and frames. Assume doors and frame are in a condition to be repaired.
Assumptions and Clarifications. Work performed during regular hours; access provided so there is no delay for workers; work areas will all be unoccupied and vacated by others prior to start of construction; permit (if required) costs are TBD and will be charged on a time and materials basis; field conditions and dimensions to be verified prior to and during construction; assume all existing construction is to code and walls/ceilings/floors/etc. are plumb, level, straight, square & aligned; all work to be performed in continuous and uninterrupted fashion; scopes will be grouped together as much as possible; work stoppages and/or delays may result in additional costs. Work due to existing conditions, code compliance of existing conditions, outside of construction area or in other areas of tenant space, required by jurisdiction having authority, etc. not included. NIC: special inspections, compaction testing, inspections and testing, roofing, waterproofing, drainage, repair of existing damage, work not specifically shown and described on the above referenced drawings and described in this proposal, permits, haz-mat.

Exclusions: Contractor shall have no liability for or responsibility to perform extra work required because of existing conditions which could not have been anticipated at the time the contract was entered into. Contractor shall have no responsibility for engineering, architecture or design or suitability of the design(s) for the purpose intended and shall have no responsibility to correct any faulty work performed or provided by any design or engineering professionals or by owner. Contractor is not a design or engineering professional. The Owner and/or tenant are relying exclusively upon their design and engineering professionals for this project. To summarize, Contractor has no responsibility or potential liability for any work that is outside of and is not specifically described in the scope of work above.

Should any dispute or controversy arise in connection with this budget, the work called for by it, and/or concerning payment, the prevailing party in any legal proceeding shall be entitled to recover its legal costs, reasonable attorney's fees, and expert witness fees.

Please let us know if you have any questions or comments. Thank you for this opportunity.

Sincerely,

Hans Bach
for Bach Construction, Inc.
Case No.: 2019-006455MLS
Project Address: 2731-2735 Folsom Street (District 9)
Landmark District: Article 10 Landmark No. 276: The Gaughran House
Zoning: RH-2 (Residential – House, Two Family)
Height and Bulk: 40-X
Block/Lot: 3640/031
Applicant: Adele Feng
2733 Folsom Street
San Francisco, CA 94110
AERIAL PHOTO

SUBJECT PROPERTY
ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 2731-2733-2735 FOLSOM 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 2731-2735 Folsom Street is listed under Article 10 as Landmark Number 276 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 2731-2735 Folsom Street, which are located in Case Docket No. 2019-006455MLS. The Planning Department
recommends approval of the draft Mills Act historical property contract, rehabilitation program, and maintenance plan; and

WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 2731-2735 Folsom 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 2, 2019, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 2731-2735 Folsom Street, which are located in Case Docket No. 2019-006455MLS.

THEREFORE BE IT RESOLVED that the HPC hereby recommends that the Board of Supervisors approve the draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 2731-2735 Folsom 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 draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 2731-2735 Folsom Street, and other pertinent materials in the case file 2019-006455MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 2, 2019.

Jonas P. Ionin
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED: October 2, 2019
CALIFORNIA MILLS ACT
HISTORIC PROPERTY AGREEMENT

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation (“City”) and Adele Feng, Timothy Wen Haw Yen, Brent Goldman, and 2735 Folsom Street, LLC (“Owners”).

RECITALS

Owners are the owners of the property located at 2731-2733-2735 Folsom Street, in San Francisco, California (Block 3640, Lot 031). The building located at 2731-2735 Folsom Street is designated as an individual landmark 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 three-hundred five thousand and five hundred seventy-three dollars ($305,573.00) (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 five thousand and one hundred forty-eight dollars (5,148.00) 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 have 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: ______________
__Carmen Chu, Assessor-Recorder

By: ___________________________ DATE: ______________
__John Rahaim, Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: ___________________________ DATE: ______________
__Andrea Ruiz-Esquide, Deputy City Attorney

OWNERS

By: ___________________________ DATE: ______________
__Adele Feng, Owner

By: ___________________________ DATE: ______________
__Timothy Wen Haw Yen, Owner

By: ___________________________ DATE: ______________
__Brent Goldman, Owner
By: ___________________________ DATE: ______________________
   ___ Brent Goldman on behalf of 2735 Folsom Street, LLC

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.
ATTACH PUBLIC NOTARY FORMS HERE.
REHABILITATION/RESTORATION & MAINTENANCE PLAN

All pricing below has been prepared by J.R. Conkey & Associates, professional cost estimator.

Exhibit A: Rehabilitation/Restoration Plan

<table>
<thead>
<tr>
<th>Scope: #1</th>
<th>Building Feature: Folsom Street Façade – Wood Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Contract year work completion: 2020 (Coordinated scaffold/access with Scope 2)</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $15,587.50</td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:**
- Repair wood deterioration at base of building above pavement where moisture appears to be getting in.
- Correct cause of moisture including concrete curb below as needed. Repair various splitting wood as needed.
- Prepare, prime, and paint with appropriate paint.

Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

<table>
<thead>
<tr>
<th>Scope: #2</th>
<th>Building Feature: Windows at Secondary Façades</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $19,314.00</td>
<td></td>
</tr>
</tbody>
</table>

**Description of work:**
- Repair splitting and separation at finger-jointed wood window sills as needed. Replace failed sealant at perimeter of windows as needed. Prepare, prime, and paint sills.

Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.
### Scope: #3
**Building Feature: Wood Windows at Folsom Street**

<table>
<thead>
<tr>
<th></th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract year work completion: 2025 (Coordinated scaffold/access with Scopes 4, 5, 6, & 15)

Total Cost: $53,940.00 - $84,825.00

**Description of work:**
Rehabilitate wood window sash. Consider restoring operability to the windows at the first level that are not operable. Repair deteriorated wood and replace unsound/deteriorated/missing glazing putty as needed. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weather stripping or interior storm windows. If window replacement is considered for weatherization/energy/noise, perform conditions assessment, and replacements will match the existing appearance and material (wood), including curved elements.

Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.

### Scope: #4
**Building Feature: North Façade - Site**

<table>
<thead>
<tr>
<th></th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract year work completion: 2025

Total Cost: $6,119.00

**Description of work:**
Perform work to remove vegetation that is directly against the building at the north façade and to improve site drainage directly adjacent to the foundation of the building. Work will be done in conformance with the Secretary of the Interior’s Standards.

### Scope: #5
**Building Feature: Folsom Street Façade - Painting**

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Contract year work completion: 2025 and every 10 years thereafter as needed

Total Cost: $45,211.00

**Description of work:**
Repaint Folsom Street façade with appropriate paint (including wood and concrete entry stairs with metal railings as well as windows – see Rehabilitation/Restoration Item #3 “Wood Windows at Folsom Street” for detail at windows). Install new sealants every 10 years at flashings and where occurs or as needed. Repair wood and other substrates as needed. All work will be performed in conformance with the Secretary of the Interior’s Standards. Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.
Scope: # 6
Building Feature: Secondary Exterior Facades - Painting

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2025 and every 10 years thereafter as needed

Total Cost: $39,179.00

Description of work:
Repaint secondary façades with appropriate paint. Repair wood and other substrates as needed. All work will be performed in conformance with the Secretary of the Interior’s Standards. Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

Scope: # 7
Building Feature: Flashing - Roof

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2025 and every 10 years thereafter as needed

Total Cost: $5,539.00

Description of work:
Install new sealant at flashing and roofing elements every 10 years, or as needed. Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

Scope: # 8
Building Feature: Roof

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

Contract year work completion: 2029

Total Cost: $120,683.50

Description of work:
Replace roofing membrane as well as related flashing, waterproofing, and gutters as needed. All work to be performed in accordance with the Secretary of the Interior’s Standards.
Exhibit B: Maintenance Plan

### Scope: # 9
**Building Feature: Facades – Visual Inspection**

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
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<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
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<td>X</td>
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</tbody>
</table>

Contract year work completion: 2020 and annually thereafter
Total Cost: $1,305.00

Description of work:
Perform visual inspection of exterior facades, including wood and concrete main entry stair with metal railings, with binoculars, spotting scope, or similar as needed annually for paint and sealant failure, wood deterioration, metal railing deterioration, and other signs of deterioration (see Item #5 “Wood Windows at Folsom Street – Visual Inspection” and Item #6 “Windows at Secondary Facades – Inspection” for details related to those elements). Repair as needed.

All work will be performed in conformance with the Secretary of the Interior’s Standards. Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: # 10
**Building Feature: Wood Windows at Folsom Street – Visual Inspection**

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>X</td>
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</table>

Contract year work completion: 2020 and annually thereafter
Total Cost: $870.00

Description of work:
Perform visual inspection of wood windows with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Repair as needed.

All work will be performed in conformance with the Secretary of the Interior’s Standards. Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: # 11
**Building Feature: Windows at Secondary Facades - Inspection**

<table>
<thead>
<tr>
<th>Rehabilitation</th>
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<tbody>
<tr>
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<td>X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2020 and annually thereafter
Total Cost: $1,305.00

Description of work:
Inspect glazing seals, sealants, and clean weeps. Lubricate operating hardware as recommended by manufacturer.

Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.
### Scope: # 12
**Building Feature: Gutters, Drains, and Downspouts - Roof**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
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<tbody>
<tr>
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</table>

**Contract year work completion:** 2020 and annually thereafter

**Total Cost:** $986.00

**Description of work:**
Inspect and clean all roof gutters, drains, and downspouts. Repair as needed.
Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: # 13
**Building Feature: Roofing**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
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</thead>
<tbody>
<tr>
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</table>

**Contract year work completion:** 2020 and annually thereafter

**Total Cost:** $246.50

**Description of work:**
Inspect roofing for defects and deterioration annually. Repair as needed.
Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: # 14
**Building Feature: Flashing - Roof**

<table>
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</table>

**Contract year work completion:** 2020 and annually thereafter

**Total Cost:** $435.00

**Description of work:**
Inspect flashing for defects and deterioration annually (includes related sealant). Repair as needed. Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: # 15
**Building Feature: Folsom Street Façade – Stained Glass Inspection**

<table>
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<tbody>
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</tbody>
</table>

**Contract year work completion:** 2025 and every 10 years thereafter as needed

**Total Cost:** $1,740.00

**Description of work:**
Perform stained glass inspection by stained glass professional and repair/maintain as needed. All work will conform to the Secretary of the Interior’s Standards and NPS Preservation Brief # 33: The Preservation and Repair of Historic Stained and Leaded Glass.
OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO
MILLS ACT VALUATION

APN: 3640 031                      Lien Date: 7/1/2019
Address: 2731-2735 Folsom St      Application Date: 5/1/2019
SF Landmark No.: 276             Application Term: 12 months
Applicant's Name: Adele Feng; Timothy Yen; Brent Goldman; 2735 Folsom St LLC
Agt./Tax Rep./Atty: 0.00          Last Sale Date: 3/26/2018
Fee Appraisal Provided: No       Last Sale Price: $6,050,000

<table>
<thead>
<tr>
<th>FACTORED BASE YEAR (Roll) VALUE</th>
<th>INCOME CAPITALIZATION APPROACH</th>
<th>SALES COMPARISON APPROACH</th>
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<td>Imps.</td>
<td>$1,851,299</td>
<td>Imps.</td>
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<tr>
<td>Personal Prop</td>
<td>$0</td>
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</tr>
<tr>
<td>Total</td>
<td>$6,170,997</td>
<td>Total</td>
</tr>
</tbody>
</table>

Property Description

Property Type: Multi-Unit / Flats  Year Built: 1900/2014  Neighborhood: Inner Mission 9c
Type of Use: Residential  (Total) Rentable Area: 5200  Land Area: 4974 square feet
Owner-Occupied: Yes - 2 out of 3  Stories: 3  Zoning: RH-2
Unit Types: Full floor flats  Parking Spaces: 0

Total No. of Units: 3

Special Conditions (Where Applicable)

*FMV of Subject property determined by aggregating values concluded through sales comparisons of each of the three TIC units. Building partially owner-occupied (2 out of 3 units).

Conclusions and Recommendations

<table>
<thead>
<tr>
<th></th>
<th>Per Unit</th>
<th>Per SF</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factored Base Year Roll</td>
<td>$ 2,056,999</td>
<td>$ 1,187</td>
<td>$ 6,170,997</td>
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<tr>
<td>Income Approach - Direct Capitalization</td>
<td>$ 1,039,667</td>
<td>$ 600</td>
<td>$ 3,119,000</td>
</tr>
<tr>
<td>Sales Comparison Approach*</td>
<td>$ 2,166,667</td>
<td>$ 1,250</td>
<td>$ 6,500,000</td>
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<tr>
<td>Recommended Value Estimate</td>
<td>$ 1,039,667</td>
<td>$ 600</td>
<td>$ 3,119,000</td>
</tr>
</tbody>
</table>

Appraiser: Laurie Shulock  Principal Appraiser: Concepcion Vindell  Hearing Date:
INCOME APPROACH

Address: 2731-2735 Folsom St
Lien Date: 7/1/2019

<table>
<thead>
<tr>
<th>Monthly Rent</th>
<th>Annualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Gross Income</td>
<td>$31,000 x 12</td>
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<tr>
<td>Less: Vacancy &amp; Collection Loss</td>
<td></td>
</tr>
<tr>
<td>Effective Gross Income</td>
<td></td>
</tr>
<tr>
<td>Less: Anticipated Operating Expenses (Pre-Property Tax)*</td>
<td>15%</td>
</tr>
<tr>
<td>Net Operating Income (Pre-Property Tax)</td>
<td></td>
</tr>
</tbody>
</table>

Restricted Capitalization Rate

- 2019 interest rate per State Board of Equalization: 4.7500%
- Risk rate (4% owner occupied/2% all other property types)***: 3.4194%
- 2018 property tax rate **: 1.1630%
- Amortization rate for improvements only
  - Remaining economic life (Years): 60
  - Improvements constitute % of total property value: 30%
  - Amortization rate: 0.0167
  - Remaining economic life in %: 0.5000%
  - Amortization rate: 9.8324%

RESTRICTED VALUE ESTIMATE

- $3,119,436
- Rounded: $3,119,000

Notes:

* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.

** The 2019 property tax rate will be determined in September 2019.

*** Weighted Risk Rate used as two of the three units are owner-occupied, with Unit 2735 presumed to be tenant-occupied or used for rental purposes.

Monthly rent estimated based upon rent comps as well as rent potential quoted in Subject's 2018 MLS listing

Weighted Risk Rate - Owner-Occupied and Leased Units

<table>
<thead>
<tr>
<th>Pre-Set Risk Rates</th>
<th>Weighted Risk Rate</th>
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</thead>
<tbody>
<tr>
<td>Rent</td>
<td>%</td>
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<tr>
<td>Owner-Occupied Monthly Income</td>
<td>$22,000</td>
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<tr>
<td>Leased Monthly Income</td>
<td>$9,000</td>
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<tr>
<td>Total</td>
<td>$31,000</td>
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## Rent Comparables

**Address:** 2731-2735 Folsom St  
**Lien Date:** 7/12/2019

<table>
<thead>
<tr>
<th>Rental Comp #1</th>
<th>Rental Comp #2</th>
<th>Rental Comp #3</th>
<th>Rental Comp #4</th>
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</thead>
</table>
| **Listing Agent:** Bill Hopkins Brokerage  
**Address:** 30 Abbey St 6A  
**Cross Streets:** 17th St  
**SFL:** 1,600  
**Layout:** 6br, 2ba, no parking  
**Monthly Rent:** $9,900  
**Rent/foot/_mo:** $8.19  
**Annual Rent/foot:** $97.28 |
| **Elevation Real Estate, Eddie O'Sullivan**  
**Address:** 404 Jersey St  
**Cross Streets:** 1st St  
**SFL:** 1,600  
**Layout:** 3br, 2ba, no parking  
**Monthly Rent:** $7,795  
**Rent/foot/_mo:** $4.53  
**Annual Rent/foot:** $54.35 |
| **Paragon Real Estate Group, Opal Kashi**  
**Address:** 823 Lake St  
**Cross Streets:** 9th Ave  
**SFL:** 2,200  
**Layout:** 3br, 3.5ba, 1 car parking  
**Monthly Rent:** $10,000  
**Rent/foot/_mo:** $4.53  
**Annual Rent/foot:** $54.35 |
| **GPK Luxury Real Estate, Lynette Kowalczyn**  
**Address:** 2510 Chestnut St  
**Cross Streets:** Broderick  
**SFL:** 2,085  
**Layout:** 3br, 3ba, 2 car parking  
**Monthly Rent:** $12,000  
**Rent/foot/_mo:** $5.79  
**Annual Rent/foot:** $69.55 |

<table>
<thead>
<tr>
<th>Rental Comp #5</th>
<th>Rental Comp #6</th>
</tr>
</thead>
</table>
| **Listing Agent:** Bill Hopkins Brokerage  
**Address:** 679 Hampshire St  
**Cross Streets:** 21st St  
**SFL:** 1,200  
**Layout:** 4br, 1ba, no parking, furnished  
**Monthly Rent:** $7,850  
**Rent/foot/_mo:** $5.33  
**Annual Rent/foot:** $62.88 |
| **Bill Hopkins Brokerage**  
**Address:** 94 San Jose Ave  
**Cross Streets:** 23rd St  
**SFL:** 2,000  
**Layout:** 8br, 2ba, 1 car parking  
**Monthly Rent:** $14,500  
**Rent/foot/_mo:** $8.04  
**Annual Rent/foot:** $92.48 |
| **Sofi Realty, Grant Edward Boggs**  
**Address:** 3324 Gough St  
**Cross Streets:** Chestnut St  
**SFL:** 1,900  
**Layout:** 3br, 2ba, 1 car parking  
**Monthly Rent:** $8,000  
**Rent/foot/_mo:** $6.46  
**Annual Rent/foot:** $61.94 |
| **Bill Hopkins Brokerage**  
**Address:** 2414 Fulton St  
**Cross Streets:** Wilkes St N  
**SFL:** 1,800  
**Layout:** 5br, 2.5ba, no parking  
**Monthly Rent:** $7,200  
**Rent/foot/_mo:** $4.94  
**Annual Rent/foot:** $53.36 |
2735 Folsom rental

2735 Folsom St, San Francisco, CA 94110 | Zillow
https://www.zillow.com/homedetails/2735-Folsom-st-103712382_zpid/

The property 2735 Folsom St, San Francisco, CA 94110 is currently not for sale. View details, sales history and Zestimate data for this property on Zillow.

2735 Folsom St, San Francisco, CA 94110 - House for Rent
https://www.apartments.com/Houses/California/San-Francisco-

See all available apartments for rent at 2735 Folsom St in San Francisco, CA. 2735 Folsom St has rental units starting at $1250.

2735 21st St, Sacramento, CA 95818 - Condo for Rent
https://www.apartments.com/Condos/California/Sacramento-

See all available apartments for rent at 2735 21st St in Sacramento, CA. 2735 21st St has rental units starting at $1195.

2735 Folsom St, San Francisco, CA 94110 4 ... - Zumper
https://www.zumper.com/.../for-rent/.../4-bedroom-mission-san-francisco-ca-

4 Bedroom Condo with 3 Bathrooms for rent at 2735 Folsom St, San Francisco, CA 94110 for $6450 per month.

2735 Folsom St, San Francisco, CA 94110 4 ... - Zumper
https://www.zumper.com/.../for-rent/.../4-bedroom-mission-san-francisco-ca-

4 Bedroom Condo with 3 Bathrooms for rent at 2735 Folsom St, San Francisco, CA 94110 for $6150 per month.

Search Results
No Availability

There are no available units.

<table>
<thead>
<tr>
<th>Beds</th>
<th>Baths</th>
<th># of Units</th>
<th>Average SF</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td>2</td>
<td>1</td>
<td>1,600 SF</td>
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</table>

These similar rentals nearby have available units.

Below are rent ranges for similar nearby apartments.

<table>
<thead>
<tr>
<th>Beds</th>
<th>Average Size</th>
<th>Current</th>
<th>Typical</th>
<th>Premium</th>
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<tbody>
<tr>
<td>1 BDR</td>
<td>647 Sq Ft</td>
<td>$2,298</td>
<td>$3,911</td>
<td>$7,414</td>
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<td>1 BR</td>
<td>712 Sq Ft</td>
<td>$1,795</td>
<td>$3,324</td>
<td>$5,610</td>
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<tr>
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<td>1024 Sq Ft</td>
<td>$3,600</td>
<td>$5,304</td>
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<tr>
<td>1 BD</td>
<td>1050-1386 Sq Ft</td>
<td>$4,200</td>
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<tr>
<td>1 BD</td>
<td>200 Sq Ft</td>
<td>$5,500</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
About 2735 Folsom St, San Francisco, CA 94110

Ref: 72910

HomeSuite is a furnished housing provider where on-demand housing meets concierge level service. Contact us today to book your dream rental.
Toll free: (800) 953-0586
Email: sales_support@yourhomesuite.com

All HomeSuite properties come fully-furnished and have at least a 30 day minimum lease term (see below for minimum lease term of this specific unit)

Prices subject to change for different lengths of stay or times of the year. Please inquire with more details to get a quote.

Additional Property Information Below:

Move In Date: 2017-06-01
Utilities: 0
Tenant Pays Utilities: No
Minimum Lease: 1 months
Maximum Lease:
Deposit: 5000
Cable: No
Internet: No
Electricity/Gas: No
Heat: No
Parking: Street Parking Available, Parking Type
Furniture Alteration: Not
Maximum Occupants: 6
Laundry: Laundry In Unit, Laundry Type
Pets: Cat Friendly, Dog Friendly

Lovely home in a historical 1899 building which has been extensively renovated with new plumbing, electrical and elegant finishes throughout. The apartment up for rent has 4 bedrooms and 3.5 baths, ideal for a family or a group of friends on vacation.
Features and Amenities:
- Spacious 1800 square foot open floor plan
- 4 bedrooms, 3.5 bathrooms
- Accommodates up to 8 people
- 2 Master Bedroom suites have private bathrooms.
- Well-equipped gourmet kitchen
- Dining room seats 6 people comfortably
- Kitchen island with 4 more seats
- Exclusive outdoor patio off the living room
- Cable TV and Wifi available for your entertainment needs
- Laundry in unit

Live in this lively neighborhood of Mission District where you’ll be central to almost anywhere. Public transportation is easily accessible, and great shops and restaurants are just a few blocks away – everything within reach on foot!

- One Half block to Inner Mission 24th St Shopping & MUNI
- Two Blocks to BART
- Three Blocks to Valencia Corridor
- Close to Highway 101
- Other Places Nearby:
  &nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbs...
2735 Folsom St
San Francisco  Mission Apartments for Rent

$10,500
1340 TAYLOR Apartments & Suites
4 Bedrooms · 3 Bathrooms

$9,990
Cable St & 24th Ave
4 Bedrooms · 2 Bathrooms

$10,000
Pierce St & Sutter St
4 Bedrooms · 2 Bathrooms

$12,000
80 Gold Mine Dr
4 Bedrooms · 5 Bathrooms

$12,500
Divisadero Street & Duboce Street
4 Bedrooms · 3 Bathrooms

See apartments in Mission  See apartments in San Francisco

On market
Since 07/29/2017

Rumored: This listing is no longer available. Message similar apartments for rent in Mission or San Francisco

Message Similar Places

About 2735 Folsom St

4 Beds  3 Full, 1 Half Bath  1,800 sq ft  No pets  5+ Days Ago

Similar listings

$10.9K 4 Beds
Available September 1st

2736 Folsom Street is a stunning remodel of a classic unit in a three-unit building in one of the most desirable neighborhoods of San Francisco, the Inner Mission. The 4 bedroom, 3.5 bathroom flat boasts an open floor plan with spacious bedrooms, modern bathrooms, a gourmet kitchen, and access to the magical rear garden. The building's ideal location and exciting array of amenities nearby make it a compelling option. Folsom Street is an sealis in the center of it all.

With a spacious 1,600 square foot open floor plan, this expansive unit boasts 4 bedrooms and 3.5 bathrooms. A well-equipped gourmet kitchen is perfect for creating that perfect meal after a day of fresh finds from the farmer's market. The dining room seats six people comfortably with options to seat four more at the generous kitchen island. An exclusive use outdoor patio is conveniently located off the living room. There are two master bedroom suites with private bathrooms plus two additional bedrooms. Cable TV and wireless internet are available for your entertainment needs. The building has been extensively renovated with new plumbing, electrical systems, and elegant finishes.

Located at Folsom and 23rd Street, this one-of-a-kind condo in the Mission District is around the corner from great restaurants like Flour and Water, Blowfish Sushi, Atlas Cafe, and Local Mission Eatery. The original Philz Coffee, Local Mission Market, Sidewalk Juice, and new city park/playground are steps away. Conveniences such as the Potrero Hill Safeway and Valencia Whole Foods are just minutes away. There is easy access to tech shuttles to the Peninsula, main bus routes, 24th Street BART Station, Interstate 280, and downtown. Live in and experience one of San Francisco's most diverse neighborhoods!

- Spacious 1,600 square foot open floor plan (per owner)
- Large living room and dining room
- Gourmet kitchen with custom cabinetry, stainless steel counters, Bertazzoni 6-burner gas stove, KitchenAid refrigerator, Bosch dishwasher, built-in Marvel wine fridge
- 4 spacious bedrooms including two master suites
- All bedroom closets are outfitted with custom storage systems
- 3.5 luxurious bathrooms featuring contemporary tile, Grohe fixtures, deep soaking tubs, glass-enclosed showers, and high-efficiency Toto toilets
- Natural white oak flooring throughout living areas and bedrooms
- Custom stained glass window detailing
- LG energy-efficient front loading washer and gas dryer in unit
- New plumbing, electrical, mechanical, forced-air gas furnace, and on-demand tankless hot water heaters
- Hat channel and Green Glue technology soundproofing between each floor
- Street parking
Near This Condo - 2735 Folsom St, San Francisco, CA 94110

Walk Score: 87
Walker's Paradise

Similar Nearby Apartments for Rent

- **$10.5K** 4 Beds
  - 1340 Taylor St
  - Nob Hill

- **$9,990** 4 Beds - 2 baths
  - 24th Ave
  - Central Pacific Heights

- **$10K** 4 Beds - 2 baths
  - 36th St
  - Lower Pacific Heights

- **$12K** 4 Beds - 3 baths
  - 69 Gold Mine Dr
  - Noe Valley

- **$12.5K** 4 Beds - 3 baths
  - Divisadero Street & Duboce
  - Mission

- **$11.5K** 4 Beds - 2 baths
  - 29th St & 2nd St
  - Pacific Heights

- **$9,995** 4 Beds - 3 baths
  - 205 Maforia Way
  - Marina

- **$11.9K** 4 Beds - 3 baths
  - 1325 Polk Avenue
  - Pacific Heights
2735 Folsom Street

2735 Folsom Street highlights
- Updated 2/25/2010

About 2735 Folsom Street

2735 Folsom Street is a stunning model of a classic unit in a three-unit building in one of the most desirable neighborhoods of San Francisco, the Lower Haight. This fully furnished, 3 bedroom, 2 bath apartment has an open floor plan with spacious bedrooms, modern bathrooms, a gourmet kitchen, and access to the magical rear garden. The building's ideal location and exciting array of amenities nearby make it a compelling option. Folsom Street is an oasis in the center of it all.

With a spacious 1,200 square feet and open floor plan, this expansive unit boasts 3 bedrooms and 2.5 bathrooms. A chef's kitchen complete with stainless steel appliances and a capacity for cooking has been installed. The living room features a large entertainment area that opens up to the rear garden. This apartment is perfect for entertaining as the chef's kitchen is equipped with everything needed to prepare delicious meals.

The apartment features a high ceiling and tall windows, which allow plenty of natural light to fill the space. The kitchen is equipped with high-end appliances including a gas range, updated cabinets, and a spacious counter space.

The building has been extensively renovated with new plumbing, electrical systems, and elegant finishes.

Located at Folsom and 22nd Street, this one-of-a-kind condo is in the Mission District, just minutes away from the Mission Bakery, Mission Cafe, and Local Mission Bakery, the famous Blue Bottle Coffee, the Mission Mercado, and the new city park playgrounds. This location comes with convenient access to all the city has to offer, including museums, parks, and public transportation.
Fully furnished
- 4 bedrooms, 3.5 bathrooms
- Spacious, 1,800 square foot open floor plan (per owner)
- Large living room and dining room
- Gourmet kitchen with custom cabinetry, stainless steel appliances, Sub-Zero refrigerator, Bosch dishwasher, and Marvel wine fridge
- 4 spacious bedrooms including two master suites
- All bedroom closets are outfitted with custom storage systems
- 2.5 luxurious bathrooms featuring contemporary tile, Grohe fixtures, deep soaking tubs, glass-enclosed showers and high-efficiency faucets
- Natural white oak flooring throughout living areas and bedrooms
- Custom stained glass window detailing
- LG energy efficient front loading washer and gas dryer in unit
- New plumbing, electrical, mechanical, forced-air gas furnace, and condenser system.
- High water heater
- Flat screen and Green Spice technology soundproofing between each floor
- Street parking
- 2-year lease term

Pricing comparison
At $1,000, this listing is priced $4,000 more than the current market rate for a 4-bedroom home in San Francisco.

Other 4-bedroom homes:
- In Mission for $5,814
- In San Francisco for $7,919
- In San Francisco for $7,519
- In San Francisco for $12,500

Nearby schools

**University**

**High School**

**Middle School**

**Elementary School**

**Pre-K**
# Sales Comparison Approach - TIC

**APN:** 3640 031  
**Address:** 2731 Folsom St  
**Value Date:** 7/1/2019

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<th>SUBJECT</th>
<th>COMPARABLE SALE 1</th>
<th>COMPARABLE SALE 2</th>
<th>COMPARABLE SALE 3</th>
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<tbody>
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<td>APN</td>
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<td>3640 077</td>
<td>3664 044</td>
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<tr>
<td>Address</td>
<td>2731 Folsom St</td>
<td>1832 Treas Ave</td>
<td>314 Sanchez St</td>
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<tr>
<td></td>
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<td>Eureka Valley/ Dolores Hts</td>
<td>-$125,000</td>
<td>Glen Park</td>
<td>-$140,000</td>
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<td>Top</td>
<td>Bottom</td>
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| Net Adj. (total) | (25,000) | 225,000 | (50,000) |
| Total Adj. as % | -1.2% | -8.3% | -18% |

| ADJ. SALES PRICE | $1,882,000 | $2,475,000 | $2,350,000 |

**REMARKS**

Adjustments:

- 5% for Neighborhood
- 10% for View
- $10,000 for Floor
- $50 per square foot for GLA
- $50,000 for Baths (or fractions thereof)
- $40,000 for Parking
- $5,000 - $10,000 for Outdoor Amenities

**CONCLUSIONS:**

**INDICATED RANGE OF VALUE BY THE SALES COMPARISON APPROACH:**

FROM: $1,882,000  
TO: $2,475,000

Final Concluded Value as of 7/1/2019: $2,250,000

**Appraiser:** Laurie Shulock  
**Principal Appraiser:** Concepcion Vindell  
**Date:** 7/3/2019
# Sales Comparison Approach - TIC

<table>
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<tr>
<th>Subject</th>
<th>Comparable Sale 1</th>
<th>Comparable Sale 2</th>
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<td>Address</td>
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<td>.1 mi</td>
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<td>9/1/2019</td>
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<td>Market Conditions</td>
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## Adjustment Details

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## Remarks

Adjustments:
- 5% for Neighborhood
- 10% for View
- $10,000 for Floor
- $650 per square foot for GLA
- $50,000 for baths (or fractions thereof)
- $40,000 for Parking
- $5,000 - $10,000 for Outdoor Amenities

## Conclusions

**Indicated Range of Value by the Sales Comparison Approach:**

FROM: $1,225,880  
TO:  $2,265,000

**Final Concluded Value as of 7/1/2019:**  
$2,100,000

**Appraiser:** Laurie Shulock  
**Principal Appraiser:** Concepcion Vindell  
**Date:** 7/3/2019
### Sales Comparison Approach - TIC

**APN:** 3640 031  
**Address:** 2735 Folsom St  
**Value Date:** 7/1/2019

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<th>SUBJECT</th>
<th>COMPARABLE SALE 1</th>
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</table>

**REMARKS**

Adjustments:
- 3% for Location  
- $10,000 for Floor  
- $60 per square foot for GLA  
- $50,000 for Bathrooms (or fractions thereof)  
- $40,000 for Parking  
- $10,000 for Outdoor Amenities

**CONCLUSIONS:**

**INDICATED RANGE OF VALUE BY THE SALES COMPARISON APPROACH:**  
FROM: $1,969,880  
TO: $2,609,250

**Final Concluded Value as of 7/1/2019:**  
$2,150,000

**Appraiser:** Laurie Shulock  
**Principal Appraiser:** Concepcion Vindell  
**Date:** 7/3/2019
PRE-APPROVAL INSPECTION REPORT

Report Date: May 31, 2019
Inspection Date: May 17, 2019; 2:00pm
Filing Date: May 1, 2019
Case No.: 2019-006455MLS
Project Address: 2731-2735 Folsom Street
Block/Lot: 3640/031
Eligibility: Article 10 Landmark No. 276: The Gaughran House
Zoning: RH-2 – Residential-House, Two-Family
Height &Bulk: 40-X
Supervisor District: District 9 (Hillary Ronen)
Project Sponsor: Adele Feng
Address: 2733 Folsom Street
San Francisco, CA 94110
510-304-3662
Feng.adelle@gmail.com
Staff Contact: Michelle Taylor – (415) 575-9197
michelle.taylor@sfgov.org
Reviewed By: Shannon Ferguson – (415) 575-9074
shannon.ferguson@sfgov.org

PRE-INSPECTION
☑ Application fee paid
☑ Record of calls or e-mails to applicant to schedule pre-contract inspection

5/7/2019: Email applicant to schedule site visit.

5/17/2019: Email applicant to confirm site visit.
INSPECTION OVERVIEW
Date and time of inspection: Friday, May 17, 2019, 2:00pm

Parties present: Adele Feng, Michelle Taylor

☑ 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

☑ 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: See below

☑ 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:

☐ Yes ☐ No Conditions for approval? If yes, see below.
NOTES

2731-2735 Folsom Street (District 9) is located on the west side of Folsom Street between 23rd and 24th streets, Assessor’s Block 3640, Lot 031. The subject property is located within the RH-2 (Residential House, Two Family) zoning district and 40-X Height and Bulk district. 2731-2735 Folsom Street is a three-story, wood frame, three-unit residential building with a rectangular plan. It was designed in the Beaux-Arts style by architect James Francis Dunn (1874-1921) and constructed in 1900 for James Gaughran. The subject property was designated as an Article 10 individual landmark building (No. 276) in 2017.

The subject property is currently valued by the Assessor’s Office at over $3,000,000. Therefore, an exemption from the tax assessment value is required. The application includes a Historic Structure Report prepared by Page & Turnbull that provides evidence that the property meets the exemption criteria for tax assessment value.

The building underwent a full rehabilitation c. 2014 which included full re-painting of all elevations, façade restoration, structural strengthening and re-roofing. The rehabilitation plan proposes to repair wood elements at the base of the building, repair and restore windows, improve site drainage against foundation of building, repaint the exterior, replace roof flashing, and fully re-roof the building. The estimated cost of the proposed rehabilitation work is $305,573.

The maintenance plan proposes to inspect and make any necessary repairs to the siding, windows, gutters and downspouts, and roof on an annual basis. The estimated cost of maintenance work is $6,888 annually.
PHOTOGRAPHS

Front Facade

Front entryway (left) and rounded bay at ground level (right)
To whom it may concern:

Thank you for taking the time to review our Mills Act application. We wanted to take this opportunity to emphasize our commitment to restore and maintain this gorgeous historic property that has become our home, and to explain how the three of us came to be co-owners.

Tim and Brent first met through mutual friends in 2014, shortly after Tim decided to make the move from Seattle to San Francisco. In 2015, Tim, Adele, and a few mutual friends found themselves as tenants of a beautiful Victorian in the Mission, just a few blocks away from the Gaughran House. When Adele made the decision to move to Sacramento to pursue residency, Tim found himself perfectly placed to become Brent’s roommate for the next two years in a Civic Center apartment building. During that time, Brent and Tim had multiple chats about homeownership: which neighborhood, what price range, and who would be a neighbor.

When Brent’s realtor showed him the Gaughran House listing in early 2018, Brent couldn’t help but fall in love with the property’s iconic curved bay flanked by Corinthian pilasters, iron balcony, domed turret, and both stained glass and baroque ornamental windows. Evident to every open house attendee was the amount of time and effort the seller had invested in rehabilitating and renovating both the interior and exterior of this previously dilapidated property. Strategically, Brent reached out to Tim and Adele to gauge their interest in combining purchasing power to buy this three-unit home. Unsurprisingly, Tim and Adele too were awestruck by the house’s architectural prominence, and were excited about the thought of buying a home in the prime neighborhood they had once resided. After a heated bidding war, the three friends were blessed with the keys to this wonderful residence.

As proper friends and co-owners, Tim, Brent, and Adele fell into a rhythm of regular meetings to discuss rules and etiquette surrounding cohabitation. With time, they began to realize that their recently renovated home needed both restoration and maintenance sooner rather than later. With the rainy season came the realization that the gutters were damaged, and that the wood panelling near the curved base trim was beginning to deteriorate. Street noises drew attention to the imperfect sealing of the home’s original curved windows, and the vegetative growth in an inaccessible area on the north facade caused concern for the fidelity of the foundation. Quickly, the owners learned that the double-edged blade of owning a historically recognized home was that the price tag for any work would be steeper than that of a typical residence in order to adhere to the stricter standards and guidelines for preserving historic buildings.

Truthfully, we can’t complain. We are blessed to live amongst friends in a one-of-a-kind architectural wonder. We are grateful to be part of a vibrant neighborhood that is home to spectacular murals and street art, community gardens, and a diverse array of eateries and shops. And we are 100% committed to restoring and maintaining our Gaughran home. We humbly ask for the city’s assistance to help preserve a historic property that represents and reflects much of the community around it.

Sincerely yours,
Tim, Brent, and Adele
MILLS ACT APPLICATION
2731 - 2735 FOLSOM STREET
SAN FRANCISCO, CALIFORNIA [19066]

PREPARED FOR: ADELE FENG
PRIMARY PROJECT CONTACT:
Elisa Skaggs
Page & Turnbull
170 Maiden Lane, 5th Floor
San Francisco, CA 94108
415.593.3224/ 415.362.5560 fax
skaggs@page-turnbull.com

Page & Turnbull
imagining change in historic environments through design, research, and technology
MAY 30, 2019
TABLE OF CONTENTS

This application contains the following documents:

I. APPLICATION FORM
   APPLICATION CHECKLIST
   MILLS ACT HISTORICAL PROPERTY CONTRACT
   REHABILITATION/RESTORATION & MAINTENANCE PLAN
   CALIFORNIA MILLS ACT HISTORICAL PROPERTY AGREEMENT
   NOTARY ACKNOWLEDGEMENT FORM
   REHABILITATION/RESTORATION & MAINTENANCE PLAN (CONTINUATION/ATTACHMENT)

II. EXEMPTION STATEMENT AND SIGNIFICANCE EVALUATION
   EXEMPTION STATEMENT

III. HISTORIC STRUCTURE REPORT
   BRIEF HISTORY OF 2731 - 2735 FOLSOM STREET AND HISTORIC SIGNIFICANCE
   ARCHITECTURAL DESCRIPTION
   EXISTING CONDITIONS
   TREATMENT RECOMMENDATIONS

IV. 2731 - 2735 FOLSOM STREET ADDITIONAL PHOTOGRAPHY

V. SITE PLAN

VI. TAX BILL

VII. RENTAL INCOME INFORMATION
I. APPLICATION FORM
WHAT IS A MILLS ACT PROPERTY CONTRACT?

The Mills Act Contract is an agreement between the City and County of San Francisco and the owner of a qualified property based on California Government Code, Article 12, Sections 50280-50290 (Mills Act). This state law, established in 1976, provides for a property tax reduction for owners of qualifying historic properties who agree to comply with certain preservation restrictions and use the property tax savings to help offset the costs to restore, rehabilitate, and maintain their historic resource according to the Secretary of the Interior’s Standards and the California Historical Building Code. The Mills Act allows historic property owners to restore their historic buildings; obligate future owners to the maintenance and care of the property; and may provide significant property tax savings to the property owner, particularly to smaller, single-family homeowners. The San Francisco Board of Supervisors approves all final contracts. Once executed, the contract is recorded on the property and leads to reassessment of the property the following year.

WHO MAY APPLY FOR A MILLS ACT PROPERTY CONTRACT?

The Mills Act is for qualified historic property owners who are actively rehabilitating their properties or have recently completed a rehabilitation project compliant with the Secretary of the Interior’s Treatment of Historic Properties, in particular the Standards for Rehabilitation, and the California Historical Building Code. Recently completed projects shall mean completed in the year prior to the application. Qualified historic properties are those that have been designated as a City Landmark or those listed on the National Register of Historic Places. Eligibility for Historical Property Contracts shall be limited to residential buildings or structures with a pre-contract assessed valuation of $3,000,000 or less and commercial and industrial buildings with a pre-contract assessed valuation of $5,000,000 or less, unless the individual property is granted an exemption from those limits by the Board of Supervisors.

If a property has multiple owners, all property owners of the subject property must enter into the contract simultaneously.
THE APPLICATION PACKET

This Application Packet is a summary of the Mills Act Historical Property Contract ("Mills Act Contract") Program’s features. The complete details are described in the legal texts of the San Francisco Administrative Code, Chapter 71, California Government Code Sections 50280-50290 (Appendix A to this packet.) and California Taxation Code Article 1.9, Sections 439-439.4. (Appendix B to this packet.)

IMPORTANT: Please read the entire application packet before getting started. Applicants are responsible for all of the information contained in the Application Guide. Be sure to review the Application Checklist to ensure that you are submitting all of the required documents. A Mills Act Historical Property Contract application provides the potential for property tax reduction. It is not a guarantee. Each property varies according to its income-generating potential and current assessed value. Mills Act properties are reassessed annually and periodically inspected for contract compliance. Incomplete applications may not meet the schedule outlined in this application.

ROLE OF THE PLANNING DEPARTMENT

The Planning Department oversees all Mills Act applications, presents applications before the appropriate hearing bodies and monitors the City’s existing Mills Act properties. Preservation Planners work with property owners to complete their applications and develop rehabilitation and maintenance plans that are specific to each property. Planners keep the applicants informed throughout the year, as the application moves forward through the Office of the Assessor-Recorder, the Historic Preservation Commission, and the Board of Supervisors. The Planning Department also serves as the main point of contact for annual monitoring.

ROLE OF THE OFFICE OF ASSESSOR-RECORDER

The role of the Office of the Assessor-Recorder is to locate and accurately assess all taxable property in San Francisco and also serve as the county’s official record-keeper of documents such as deeds, liens, maps and property contracts. In a Mills Act Historical Property contract, the Office of the Assessor-Recorder assesses qualified properties based on a state prescribed approach and records the fully executed contract. All Mills Act properties will receive an initial valuation during the application process and will be assessed annually by the January 1st lien date and in subsequent years, as required by state law.

ROLE OF THE HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission will hold a hearing to make a recommendation to the Board of Supervisors whether to approve, modify or deny the application. The HPC may include recommendations regarding the proposed rehabilitation, restoration, and maintenance work, the historic value of the qualified property and any proposed restrictions or maintenance requirements to be included in the final Historical Property Contract. The HPC’s recommendation will be forwarded to the Board of Supervisors.

If the Historic Preservation Commission recommends disapproval of the contract, such decision shall be final unless the property owner files an appeal with the Clerk of the Board of Supervisors within 10 days of final action of the Historic Preservation Commission.
ROLE OF THE BOARD OF SUPERVISORS

The Mills Act Application is referred by the Planning Department to the Board of Supervisors. Every contract must be scheduled in a Committee of the Board of Supervisors. A report prepared by the Board of Supervisors Budget & Legislative Analysts Office will detail the property tax savings and the potential impact this may have on the City’s finances. The Committee may recommend, not recommend or forward the application without recommendation to the full Board of Supervisors.

The Board of Supervisors has complete discretion whether to approve, disapprove, or approve with modifications the Mills Act Historical Property Contract. The final decision rests with the Board of Supervisors. The legislative process may take a minimum of five weeks.

WHICH PROPERTIES ARE ELIGIBLE TO APPLY?

In order to participate in the Mills Act Contract Program, properties must meet the following criteria:

1. Qualified Historic Property
   - Individually Designated Pursuant to Article 10 of the Planning Code. Properties that have been designated as an individual city landmark are eligible.
   - Buildings in Landmark Districts Designated Pursuant to Article 10 of the Planning Code. Properties that have been listed as a contributor to a city landmark district are eligible.
   - Properties Designated as Significant (Category I or II) Pursuant to Article 11 of the Planning Code. Properties located in the C-3 Zoning District that have been determined to be a Category I or II, Significant Building are eligible.
   - Properties Designated as Contributory (Category IV) to a Conservation District Pursuant to Article 11 of the Planning Code. Properties located in the C-3 Zoning District that have been determined to be Category IV are eligible.
   - Properties Designated as Contributory (Category III) Pursuant to Article 11 of the Planning Code. Properties in the C-3 Zoning District that have been listed as a Contributory Structure (Category III) which are located outside of a Conservation District are eligible for the Mills Act program.
   - Individual Landmarks under the California Register of Historical Resources. Properties that have been officially designated as a California Register individual landmark are eligible for the Mills Act program.
   - Contributory Buildings in California Register of Historical Resources Historic Districts. Properties that have been identified as a contributory building in a National Register Historic District are eligible for the Mills Act program.
   - Individual Landmarks listed in the National Register of Historic Places. Properties that have been individually listed in the National Register are eligible for the Mills Act program.
   - Contributory Buildings listed in the National Register of Historic Places as a Historic District. Properties that have been identified as a contributory building to a National Register Historic District are eligible for the Mills Act program.
If there are any questions about whether your property is eligible please contact the Planning Department at (415) 558-6377.

2. Tax Assessment Value

Qualified historic properties must also meet a tax assessment value to be eligible for a Mills Act Contract. All owners of the property must enter into the Mills Act contract with the City.

For Residential Buildings:
Eligibility is limited to a property tax assessment value of less than $3,000,000.

For Commercial, Industrial or Mixed-Use Buildings:
Eligibility is limited to a property tax assessment value of less than $5,000,000.

Exceptions To Property Value Limits:
A property may be exempt from the tax assessment value if it meets 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 the property meets the exemption criteria. This evidence must be documented by a qualified historic preservation consultant in a Historic Structures Report or Conditions Assessment to substantiate the circumstances for granting the exemption. Please contact Planning Department Preservation Staff to determine which report your property requires.

The Historic Preservation Commission shall make specific findings to the Board of Supervisors recommending approval or denial of the exemption. Final approval of this exemption is under the purview of the Board of Supervisors.

NOTE: Owners of properties with comparatively low property taxes due to Proposition 13 will likely not see a benefit with a Mills Act Contract. The assessed value under the Mills Act will likely be higher than the existing base-year value of the property. Generally, an owner who has purchased their property within the last ten years is most likely to benefit from entering into a Mills Act contract.

TERMS OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT

Duration of Contract
The Mills Act contract is for a minimum term of ten years. It automatically renews each year on its anniversary date and a new ten-year term becomes effective. The contract runs (essentially in perpetuity) with the land.
Termination of the Contract
The owner may terminate the contract by notifying the Planning Department at least ninety days prior to the annual renewal date. The City may terminate the contract by notifying the owner at least sixty days prior to the renewal date. The City could terminate contract if the owner is not conforming with the plans and timelines established in the Contract. The owner may make a written protest about termination by the City. The contract remains in effect for the balance of the 10-year term of the contract beyond the notice of non-renewal.

Alterations or Additions
Any work performed to the property must conform to the Secretary of the Interior’s Standards for the Treatment of Historic Properties, specifically, the Standards for Rehabilitation and the California Historical Building Code. If components of the Mills Act Rehabilitation/Restoration or Maintenance Plan requires approvals by the Historic Preservation Commission, Planning Commission, Zoning Administrator, or any other government body, those approvals must be secured prior to applying for a Mills Act Historical Property Contract.

Inspections and Monitoring
The City may conduct periodic inspections of the property in addition to issuing an annual affidavit of compliance. These inspections are to confirm work has been completed in conformance with the approved Mills Act Contract. The City also encourages the property owner to self-inspect and apprise the Planning Department of the progress of rehabilitating and maintaining their property. In compliance with state law, onsite inspections of the property by the Planning Department and the Office of the Assessor-Recorder will occur every five years. All site visits will be scheduled in advance with the property owner.

Breach of Contract
If the property owner is found to be in breach of contract, the City may cancel the contract whereupon the Assessor-Recorder will collect a cancellation fee of 12 1/2 percent of the fair market value of the property as determined by the Assessor-Recorder. Applicants who enter into a Mills Act Contract with the City of San Francisco and fail to rehabilitate or maintain the property are subject to the City cancelling the contract.

Transfer of Ownership
A Mills Act Contract is attached to the property. Subsequent owners are bound by the terms and conditions of the contract, and obligated to complete any work identified in the contract and perform required maintenance. It is incumbent upon the seller of a Mills Act property to disclose this fact to potential buyers. For example, if an owner completes some of the contract mandated work in the first five years and then sells the property, the new buyer would have five years to complete the rehabilitation/restoration of the property.

Recordation
A complete Mills Act contract must be recorded with the Office of the Assessor-Recorder. In order to record the contract, all approvals, signatures, recordation attachments must be included and all applicable recording fees must be paid. A contract may be considered incomplete if all components are not adequately satisfied. To see the current recording fee schedule, go to www.sfassessor.org.
**Phase 1:** Planning Department Reviews Application

1. Property owner submits completed application to Planning.

   Send applications to: 1650 Mission Street, Suite 400. San Francisco, CA 94103

   Visit www.sfplanning.org for application fee information.

   **APPLICATION DEADLINE: MAY 1**

2. Review of applications. Planning Department reviews the applications for completeness. Planner works with the Owner if issues are found.

3. Property Inspection. Planning Department and Assessor-Recorder schedule site visits with Owner.

**Phase 2:** Assessor-Recorder Calculates Valuations

4. Planning Department submits complete applications to Assessor-Recorder by June 1.

5. Initial valuation completed by Assessor-Recorder’s office and submitted to Planning Department for transmittal to property owner by Aug. 31.

**Phase 3:** Historic Preservation Commission Hearing

6. Property owner reviews valuations. Owner has until Sept. 15 to review the valuation. **DEADLINE: SEPTEMBER 15**

7. HPC Hearing. The Historic Preservation Commission (HPC) meets the first and third Wednesday of each month. The HPC Hearing will be the third Wednesday in September or the first Wednesday in October. Planning Staff will present the application, rehabilitation and maintenance plans to the HPC.

**Phase 4:** Board of Supervisors Committee and Board of Supervisors Final Hearing

8. Planning Department transmits application to the Board of Supervisors. The Clerk of the Board is responsible for scheduling the item in the appropriate Board of Supervisors committee.


10. Planning Department, Assessor-Recorder’s Office, and Owner present.

**Phase 5:** Final Contracts Issued, Recorded & Distributed

11. City Attorney’s Office finalizes contracts. City Attorney verifies prints and signs final contracts then returns to Planning for signature.

12. Planning Department notifies property owner to pick up contracts from Planning Department. Owners sign and notarize contracts.

13. Planning Department delivers all contracts to the Assessor-Recorder, City Hall, Room 190.

14. Owners deliver signed and notarized contracts to Planning Department. Planning Department delivers contracts to the Assessor-Recorder, City Hall, Room 190. **DEADLINE: DECEMBER 13**

15. Assessor-Recorder reviews and signs contracts.

**Phase 7:** Mills Act Monitoring

16. Affidavit of compliance is issued. Onsite Property inspections occur every five years with Planning and the Assessor Recorder’s Office.

17. Office of the Assessor-Recorder mails confirmed copy of contract to property owner.

18. Owner returns affidavit to Planning. **DEADLINE: APRIL 30**


**Recordation and Distribution**

17. Office of the Assessor-Recorder mails confirmed copy of contract to property owner.

18. Affidavit of compliance is issued. Onsite Property inspections occur every five years with Planning and the Assessor Recorder’s Office.

19. Owner returns affidavit to Planning. **DEADLINE: APRIL 30**

**Property Owner Action/Deadline**
# Mills Act Historical Property Contract

## Application Checklist:

Applicant should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. Saying “No” to any of the following questions may nullify the timelines established in this application.

<table>
<thead>
<tr>
<th></th>
<th>Mills Act Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Has each property owner signed?</td>
</tr>
<tr>
<td></td>
<td>Has each signature been notarized?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

<table>
<thead>
<tr>
<th></th>
<th>High Property Value Exemption Form &amp; Historic Structure Report</th>
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<tbody>
<tr>
<td>2</td>
<td>Required for Residential properties with an assessed value over $3,000,000 and Commercial/Industrial properties with an assessed value over $5,000,000.</td>
</tr>
<tr>
<td></td>
<td>Have you included a copy of the Historic Structures Report completed by a qualified consultant?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

<table>
<thead>
<tr>
<th></th>
<th>Draft Mills Act Historical Property Contract</th>
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</thead>
<tbody>
<tr>
<td>3</td>
<td>Are you using the Planning Department’s standard “Historical Property Contract?”</td>
</tr>
<tr>
<td></td>
<td>Have all owners signed and dated the contract?</td>
</tr>
<tr>
<td></td>
<td>Have all signatures been notarized?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

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<thead>
<tr>
<th></th>
<th>Notary Acknowledgement Form</th>
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<tbody>
<tr>
<td>4</td>
<td>Is the Acknowledgement Form complete?</td>
</tr>
<tr>
<td></td>
<td>Do the signatures match the names and capacities of signers?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

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<tr>
<th></th>
<th>Draft Rehabilitation/Restoration/Maintenance Plan</th>
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<tbody>
<tr>
<td>5</td>
<td>Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year, including all supporting documentation related to the scopes of work?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

<table>
<thead>
<tr>
<th></th>
<th>Photographic Documentation</th>
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<tbody>
<tr>
<td>6</td>
<td>Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

<table>
<thead>
<tr>
<th></th>
<th>Site Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

<table>
<thead>
<tr>
<th></th>
<th>Tax Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Did you include a copy of your most recent tax bill?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

<table>
<thead>
<tr>
<th></th>
<th>Rental Income Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

<table>
<thead>
<tr>
<th></th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Did you include a check payable to the San Francisco Planning Department?</td>
</tr>
<tr>
<td></td>
<td>Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications.</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]

<table>
<thead>
<tr>
<th></th>
<th>Recordation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be accompanied by the following in order to meet recording requirements:</td>
</tr>
<tr>
<td></td>
<td>– All approvals, signatures, recordation attachments</td>
</tr>
<tr>
<td></td>
<td>– Fee: Check payable to the Office of the Assessor-Recorder* in the appropriate recording fee amount Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts.</td>
</tr>
<tr>
<td></td>
<td>– Preliminary Change of Ownership Report (PCOR). Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date PCOR (see example on page 20).</td>
</tr>
</tbody>
</table>

Yes [ ]  No [ ]
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.)

<table>
<thead>
<tr>
<th>PROPERTY OWNER 1 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adele Feng</td>
<td>(510) 304-3662</td>
</tr>
<tr>
<td>PROPERTY OWNER 1 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td>2733 Folsom Street, San Francisco, CA 94110</td>
<td><a href="mailto:feng.adele@gmail.com">feng.adele@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 2 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timothy Yen</td>
<td>(339) 234-4042</td>
</tr>
<tr>
<td>PROPERTY OWNER 2 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td>2733 Folsom Street, San Francisco, CA 94110</td>
<td><a href="mailto:yen.timothy@gmail.com">yen.timothy@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY OWNER 3 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brent Goldman</td>
<td>(626) 616-6454</td>
</tr>
<tr>
<td>PROPERTY OWNER 3 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td>2731 Folsom Street, San Francisco, CA 94110</td>
<td><a href="mailto:me@brentgoldman.com">me@brentgoldman.com</a></td>
</tr>
</tbody>
</table>

2. Subject Property Information

<table>
<thead>
<tr>
<th>PROPERTY ADDRESS:</th>
<th>ZIP CODE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2731 - 2735 Folsom Street, San Francisco, CA</td>
<td>94110</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY PURCHASE DATE:</th>
<th>ASSESSOR BLOCK/LOT(S):</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/26/2018</td>
<td>3640/031</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>MOST RECENT ASSESSED VALUE:</th>
<th>ZONING DISTRICT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,043,000</td>
<td>RH-2</td>
</tr>
</tbody>
</table>

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: __________
<table>
<thead>
<tr>
<th>PROPERTY OWNER 4 NAME:</th>
<th>TELEPHONE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2735 Folsom St LLC</td>
<td>(626) 616-6454</td>
</tr>
<tr>
<td>PROPERTY OWNER 4 ADDRESS:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td>2735 Folsom Street, San Francisco, CA 94110</td>
<td><a href="mailto:2735folsom@brentgoldman.com">2735folsom@brentgoldman.com</a></td>
</tr>
</tbody>
</table>
3. Property Value Eligibility:

Choose one of the following options:

<table>
<thead>
<tr>
<th>Option</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>The property is a Residential Building valued at less than $3,000,000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The property is a Commercial/Industrial Building valued at less than $5,000,000.</td>
<td></td>
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</tr>
</tbody>
</table>

*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:

1. Adele Feng  4. 2735 Folsom St LLC
2. Timothy Yen
3. Brent Goldman

MOST RECENT ASSESSED PROPERTY VALUE:

$6,043,000

PROPERTY ADDRESS:

2731 - 2735 Folsom Street, San Francisco, CA 94110

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: ___________________________

Owner Signature: ___________________________ Date: ___________________________

Owner Signature: ___________________________ Date: ___________________________
5. Rehabilitation/Restoration & Maintenance Plan

<table>
<thead>
<tr>
<th>#</th>
<th>(Provide a scope number)</th>
<th>BUILDING FEATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Rehab/Restoration □ Maintenance □ Completed □ Proposed □</td>
</tr>
</tbody>
</table>

CONTRACT YEAR FOR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

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.
### Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

<table>
<thead>
<tr>
<th>#_____ (Provide a scope number)</th>
<th>BUILDING FEATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Rehab/Restoration</strong></td>
</tr>
<tr>
<td>CONTRACT YEAR WORK COMPLETION:</td>
<td></td>
</tr>
<tr>
<td>TOTAL COST (rounded to nearest dollar):</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF WORK:</td>
<td></td>
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<table>
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<tr>
<th>#_____ (Provide a scope number)</th>
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<tbody>
<tr>
<td></td>
<td><strong>Rehab/Restoration</strong></td>
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<tr>
<td>CONTRACT YEAR WORK COMPLETION:</td>
<td></td>
</tr>
<tr>
<td>TOTAL COST (rounded to nearest dollar):</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF WORK:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#_____ (Provide a scope number)</th>
<th>BUILDING FEATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Rehab/Restoration</strong></td>
</tr>
<tr>
<td>CONTRACT YEAR WORK COMPLETION:</td>
<td></td>
</tr>
<tr>
<td>TOTAL COST (rounded to nearest dollar):</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF WORK:</td>
<td></td>
</tr>
</tbody>
</table>
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.
California Mills Act Historical Property Agreement

Gaughran House

PROPERTY NAME (IF ANY)

2731 - 2735 Folsom 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 Adele Feng, Timothy Yen, Brent Goldman, and 2735 Folsom St LLC ("Owner/s").

RECITALS

Owners are the owners of the property located at 2731 - 2735 Folsom Street, in San Francisco, California is designated as a City Landmark pursuant to Article 10 of the Planning Code (e.g. “a City Landmark pursuant to Article 10 of the Planning Code”) and is also known as the Gaughran House.

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 Three hundred thousand and thirty-four dollars ($300,034). 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 Twelve thousand, four hundred twenty-six dollars and fifty cents ($12,426.50) 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 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:

<table>
<thead>
<tr>
<th>BLOCK NUMBER</th>
<th>LOT NUMBER</th>
<th>PROPERTY ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3640</td>
<td>031</td>
<td>2731 - 2735 Folsom Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AMOUNT IN NUMERICAL FORMAT</th>
<th>AMOUNT IN WORD FORMAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three hundred thousand and thirty-four dollars</td>
<td>($300,034)</td>
</tr>
<tr>
<td>Twelve thousand, four hundred twenty-six dollars and fifty cents</td>
<td>($12,426.50)</td>
</tr>
</tbody>
</table>

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.


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.


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.


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.


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.

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

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.

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.

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

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  

JOHN RAHAIM  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO  

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

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)
REHABILITATION/RESTORATION & MAINTENANCE PLAN

All pricing below has been prepared by J.R. Conkey & Associates, professional cost estimator.

Rehabilitation/Restoration Plan

<table>
<thead>
<tr>
<th>Scope: # 1</th>
<th>Building Feature: Folsom Street Façade – Wood Repair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2020 (Coordinated scaffold/access with Scope 2)</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $15,587.50</td>
<td></td>
</tr>
<tr>
<td>Description of work:</td>
<td></td>
</tr>
<tr>
<td>Repair wood deterioration at base of building above pavement where moisture appears to be getting in.</td>
<td></td>
</tr>
<tr>
<td>Correct cause of moisture including concrete curb below as needed. Repair various splitting wood as needed.</td>
<td></td>
</tr>
<tr>
<td>Prepare, prime, and paint with appropriate paint.</td>
<td></td>
</tr>
<tr>
<td>Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope: # 2</th>
<th>Building Feature: Windows at Secondary Façades</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Contract year work completion: 2020</td>
<td></td>
</tr>
<tr>
<td>Total Cost: $19,314.00</td>
<td></td>
</tr>
<tr>
<td>Description of work:</td>
<td></td>
</tr>
<tr>
<td>Repair splitting and separation at finger-jointed wood window sills as needed. Replace failed sealant at perimeter of windows as needed. Prepare, prime, and paint sills.</td>
<td></td>
</tr>
<tr>
<td>Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.</td>
<td></td>
</tr>
</tbody>
</table>
Scope: # 3  
Building Feature: Wood Windows at Folsom Street  
<table>
<thead>
<tr>
<th></th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract year work completion: 2025 (Coordinated scaffold/access with Scopes 4, 5, 6, &amp; 15)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost: $53,940.00 - $84,825.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of work:
Rehabilitate wood window sash. Consider restoring operability to the windows at the first level that are not operable. Repair deteriorated wood and replace unsound/deteriorated/missing glazing putty as needed. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weather stripping or interior storm windows. If window replacement is considered for weatherization/energy/noise, perform conditions assessment, and replacements will match the existing appearance and material (wood), including curved elements.

Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.

Scope: # 4  
Building Feature: North Façade - Site  
<table>
<thead>
<tr>
<th></th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract year work completion: 2025</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost: $6,119.00</td>
<td></td>
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<td></td>
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</tbody>
</table>

Description of work:
Perform work to remove vegetation that is directly against the building at the north façade and to improve site drainage directly adjacent to the foundation of the building. Work will be done in conformance with the Secretary of the Interior’s Standards.

Scope: # 5  
Building Feature: Folsom Street Façade - Painting  
<table>
<thead>
<tr>
<th></th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rehab/Restoration</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract year work completion: 2025 and every 10 years thereafter as needed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost: $45,211.00</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Description of work:
Repaint Folsom Street façade with appropriate paint (including wood and concrete entry stairs with metal railings as well as windows – see Rehabilitation/Restoration Item # 3 “Wood Windows at Folsom Street” for detail at windows). Install new sealants every 10 years at flashings and where occurs or as needed. Repair wood and other substrates as needed. All work will be performed in conformance with the Secretary of the Interior’s Standards. Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.
### Scope: # 6
**Building Feature: Secondary Exterior Facades - Painting**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2025 and every 10 years thereafter as needed

Total Cost: $39,179.00

Description of work:
Repaint secondary façades with appropriate paint. Repair wood and other substrates as needed. All work will be performed in accordance with the Secretary of the Interior’s Standards. Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: # 7
**Building Feature: Roof**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2029

Total Cost: $120,683.50

Description of work:
Replace roofing membrane as well as related flashing, waterproofing, and gutters as needed. All work to be performed in accordance with the Secretary of the Interior’s Standards.

### Scope: # 8
**Building Feature: Flashing - Roof**

<table>
<thead>
<tr>
<th>Rehab/Restoration</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2025 and every 10 years thereafter as needed

Total Cost: $5,539.00

Description of work:
Install new sealant at flashing and roofing elements every 10 years, or as needed. Work will be done in accordance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.
Maintenance Plan

### Scope: # 9
Building Feature: Facades – Visual Inspection

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2020 and annually thereafter

Total Cost: $1,305.00

Description of work:
Perform visual inspection of exterior facades, including wood and concrete main entry stair with metal railings, with binoculars, spotting scope, or similar as needed annually for paint and sealant failure, wood deterioration, metal railing deterioration, and other signs of deterioration (see Item #5 “Wood Windows at Folsom Street – Visual Inspection” and Item #6 “Windows at Secondary Facades – Inspection” for details related to those elements). Repair as needed.

All work will be performed in conformance with the Secretary of the Interior’s Standards. Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: # 10
Building Feature: Wood Windows at Folsom Street – Visual Inspection

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2020 and annually thereafter

Total Cost: $870.00

Description of work:
Perform visual inspection of wood windows with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Repair as needed.

All work will be performed in conformance with the Secretary of the Interior’s Standards. Work will be done in accordance with the National Park Service’s Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: # 11
Building Feature: Windows at Secondary Facades - Inspection

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Contract year work completion: 2020 and annually thereafter

Total Cost: $1,305.00

Description of work:
Inspect glazing seals, sealants, and clean weeps. Lubricate operating hardware as recommended by manufacturer.

Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.
### Scope: #12
**Building Feature:** Gutters, Drains, and Downspouts - Roof

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

- **Contract year work completion:** 2020 and annually thereafter
- **Total Cost:** $986.00
- **Description of work:**
  - Inspect and clean all roof gutters, drains, and downspouts. Repair as needed.
  - Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: #13
**Building Feature:** Roofing

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

- **Contract year work completion:** 2020 and annually thereafter
- **Total Cost:** $246.50
- **Description of work:**
  - Inspect roofing for defects and deterioration annually. Repair as needed.
  - Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: #14
**Building Feature:** Flashing - Roof

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

- **Contract year work completion:** 2020 and annually thereafter
- **Total Cost:** $435.00
- **Description of work:**
  - Inspect flashing for defects and deterioration annually (includes related sealant). Repair as needed. Work will be done in conformance with the Secretary of the Interior’s Standards and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

### Scope: #15
**Building Feature:** Folsom Street Façade – Stained Glass Inspection

<table>
<thead>
<tr>
<th>Rehabilitation</th>
<th>Maintenance</th>
<th>Completed</th>
<th>Proposed</th>
</tr>
</thead>
</table>

- **Contract year work completion:** 2025 and every 10 years thereafter as needed
- **Total Cost:** $1,740.00
- **Description of work:**
  - Perform stained glass inspection by stained glass professional and repair/maintain as needed. All work will conform to the Secretary of the Interior’s Standards and NPS Preservation Brief #33: The Preservation and Repair of Historic Stained and Leaded Glass.
## 1. Building Feature: Folsom Street Façade – Wood Repair

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete/Building Interface, includes patch/replace/water proof</td>
<td>70</td>
<td>LF</td>
<td>$125.00</td>
<td>$8,750.00</td>
<td>45.00%</td>
<td>$12,887.50</td>
</tr>
<tr>
<td>Wood trim and siding repair/replace/paint</td>
<td>200</td>
<td>SF</td>
<td>$10.00</td>
<td>$2,000.00</td>
<td>$900.00</td>
<td>$2,900.00</td>
</tr>
</tbody>
</table>

**Total Cost (Rounded to Nearest Dollar):**$10,750.00 $4,837.50 $15,587.50

**Description of Work:**
Repair wood deterioration at base of building above pavement where moisture appears to be getting in. Correct cause of moisture including concrete curb below as needed. Repair various splitting wood as needed. Prepare, prime, and paint with appropriate

## 2. Building Feature: Windows at Secondary Facades

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair/rePLACE sill woodwork, site access</td>
<td>144</td>
<td>LF</td>
<td>$30.00</td>
<td>$4,320.00</td>
<td>45.00%</td>
<td>$6,264.00</td>
</tr>
<tr>
<td>Remove old sealant, reseal windows, prime paint, site access</td>
<td>72</td>
<td>HR</td>
<td>$125.00</td>
<td>$9,000.00</td>
<td>$4,050.00</td>
<td>$13,050.00</td>
</tr>
</tbody>
</table>

**Total Cost (Rounded to Nearest Dollar):**$13,320.00 $5,994.00 $19,314.00

**Description of Work:**
Repair splitting and separation at finger jointed wood window sills as needed. Replace failed sealant at perimeter of windows as needed. Prepare, prime, and paint sills.

## 3. A Building Feature: Wood Windows at Folsom Street - Repair Option

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair/rePLACE sill woodwork/ existing window sash/putty remove/replace</td>
<td>160</td>
<td>HR</td>
<td>$125.00</td>
<td>$20,000.00</td>
<td>$9,000.00</td>
<td>$29,000.00</td>
</tr>
<tr>
<td>Weatherize, restore existing hardware</td>
<td>48</td>
<td>HR</td>
<td>$150.00</td>
<td>$7,200.00</td>
<td>$3,240.00</td>
<td>$10,440.00</td>
</tr>
<tr>
<td>Patch, prime and paint</td>
<td>80</td>
<td>HR</td>
<td>$125.00</td>
<td>$10,000.00</td>
<td>$4,500.00</td>
<td>$14,500.00</td>
</tr>
</tbody>
</table>

**Total Cost (Rounded to Nearest Dollar):**$37,200.00 $16,740.00 $53,940.00

**Description of Work:**
Rehabilitate wood window sash. Consider restoring operability to the windows at the first level that are not operable. Repair deteriorated wood and replace unsound/deteriorated/missing glazing putty as needed. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weather-stripping or interior storm windows. If window replacement is considered for weatherization/energy/noise, perform conditions assessment, and replacements will match the existing appearance and material

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>HR</td>
<td>$125.00</td>
<td>$5,000.00</td>
<td>$2,250.00</td>
<td>$7,250.00</td>
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<tr>
<td>1</td>
<td>LS</td>
<td>$38,500.00</td>
<td>$38,500.00</td>
<td>$17,325.00</td>
<td>$55,825.00</td>
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<tr>
<td>120</td>
<td>HR</td>
<td>$125.00</td>
<td>$15,000.00</td>
<td>$6,750.00</td>
<td>$21,750.00</td>
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</tbody>
</table>

**Total Cost (Rounded to Nearest Dollar): $84,825.00**

### Description of Work:
Make new templates for curved and non curved windows
- (11) new windows, curved, IGU, wood. Remove existing windows, install new
- Patch, prime and paint new windows

---

## 4. Building Feature: North Facades - Site

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>HR</td>
<td>$85.00</td>
<td>$2,720.00</td>
<td>$1,224.00</td>
<td>$3,944.00</td>
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<tr>
<td>2</td>
<td>EA</td>
<td>$750.00</td>
<td>$1,500.00</td>
<td>$675.00</td>
<td>$2,175.00</td>
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</tbody>
</table>

**Total Cost (Rounded to Nearest Dollar): $6,119.00**

### Description of Work:
Remove vegetation, grade soil, slope, DG cover, remove and reinstall fence for access
- Landscape drain

---

**45.00%**

Contract Year Work Completion: 2025 (Coordinated scaffolding/access with scopes 4, 5, 6, & 15)

**Description of Work:**
- Rehabilitate wood window sash. Consider restoring operability to the windows at the first level that are not operable. Repair deteriorated wood and replace unsound/deteriorated/missing glazing putty as needed. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weather-stripping or interior storm windows. If window replacement is considered for weatherization/energy/noise, perform conditions assessment, and replacements will match the existing appearance and material

---

**Description of Work:**
- Perform work to remove vegetation that is directly against the building at the north façade and to improve site drainage directly adjacent to the foundation of the building.
5. Building Feature: Folsom Street Façade - Painting

**Rehab/Restoration**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
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<tbody>
<tr>
<td>24</td>
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<td>$3,480.00</td>
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<td>1</td>
<td>LS</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
<td>$2,025.00</td>
<td>$6,525.00</td>
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</table>

**Maintenance**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
<td>$2,025.00</td>
<td>$6,525.00</td>
</tr>
</tbody>
</table>

**Contract Year Work Completion: 2025 and Every 10 Years Thereafter as Needed**

**Total Cost (Rounded to Nearest Dollar):** $31,180.00

**Description of Work:**
Repaint Folsom Street façade with appropriate paint (including wood and concrete entry stairs with metal railings as well as windows – see Rehabilitation/Restoration Item # 3 “Wood Windows at Folsom Street” for detail at windows). Install new sealants every 10 years at flashings and where occurs or as needed. Repair wood and other substrates as needed.


**Rehab/Restoration**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>HR</td>
<td>$160.00</td>
<td>$5,120.00</td>
<td>$2,304.00</td>
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<tr>
<td>1</td>
<td>LS</td>
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<td>$4,500.00</td>
<td>$2,025.00</td>
<td>$6,525.00</td>
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**Maintenance**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
<td>$2,025.00</td>
<td>$6,525.00</td>
</tr>
</tbody>
</table>

**Contract Year Work Completion: 2025 and Every 10 Years Thereafter as Needed**

**Total Cost (Rounded to Nearest Dollar):** $27,020.00

**Description of Work:**
Repaint secondary façades with appropriate paint. Repair wood and other substrates as needed.

7. Building Feature: Roof

**Rehab/Restoration**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>$57,400.00</td>
<td>$57,400.00</td>
<td>$25,830.00</td>
<td>$83,230.00</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$25,830.00</td>
<td>$25,830.00</td>
<td>$11,623.50</td>
<td>$37,453.50</td>
</tr>
</tbody>
</table>

**Maintenance**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>$57,400.00</td>
<td>$57,400.00</td>
<td>$25,830.00</td>
<td>$83,230.00</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$25,830.00</td>
<td>$25,830.00</td>
<td>$11,623.50</td>
<td>$37,453.50</td>
</tr>
</tbody>
</table>

**Contract Year Work Completion: 2029**

**Total Cost (Rounded to Nearest Dollar):** $83,230.00

**Description of Work:**
Remove and replace roof. Includes up to 160SF of sub deck replacement, see attached quote in 2019 dollars. Escalation to 2019

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
<th>Mark-up Percentage</th>
<th>Total Cost (CURRENT)</th>
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<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>$57,400.00</td>
<td>$57,400.00</td>
<td>$25,830.00</td>
<td>$83,230.00</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$25,830.00</td>
<td>$25,830.00</td>
<td>$11,623.50</td>
<td>$37,453.50</td>
</tr>
</tbody>
</table>

Replace roofing membrane as well as related flashing, waterproofing, and gutters as needed.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Inspection, each year</strong></td>
<td><strong>Inspection, each year</strong></td>
<td><strong>Inspection, each year</strong></td>
</tr>
<tr>
<td></td>
<td><strong>6 HR $150.00 $900.00 $405.00 $1,305.00</strong></td>
<td><strong>4 HR $150.00 $600.00 $270.00 $870.00</strong></td>
<td><strong>6 HR $150.00 $900.00 $405.00 $1,305.00</strong></td>
</tr>
<tr>
<td><strong>Contract Year Work Completion</strong></td>
<td>2020 and Annually Thereafter</td>
<td>2020 and Annually Thereafter</td>
<td>2020 and Annually Thereafter</td>
</tr>
<tr>
<td><strong>Total Cost (Rounded to Nearest Dollar)</strong></td>
<td>$1,305.00</td>
<td>$870.00</td>
<td>$1,305.00</td>
</tr>
</tbody>
</table>

**Description of Work:**

Perform visual inspection of exterior facades, including wood and concrete main entry stair with metal railings, with binoculars, spotting scope, or similar as needed annually for paint and sealant failure, wood deterioration, metal railing deterioration, and other signs of deterioration (see Item #2 “Wood Windows at Folsom Street – Visual Inspection” and Item #6 “Windows at Secondary Facades – Inspection” for details related to those elements). Repair as needed.

Perform visual inspection of wood window sash with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Repair as needed.

Inspect glazing seals, sealants, and clean weeps. Lubricate operating hardware as recommended by manufacturer.
## 11. Building Feature: Gutters, Drains, and Downspouts - Roof

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>8</td>
<td>HR</td>
<td>$85.00</td>
<td>$680.00</td>
</tr>
<tr>
<td>Proposed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Completed vs. Proposed:**
- **Completed**: Inspection, each year, clean gutters, drains, and downspouts. Assume access from rear deck to all of roof.
- **Proposed**: Inspect and clean all roof gutters, drains, and downspouts. Repair as needed.

**Contract Year Work Completion:** 2020 and Annually Thereafter

**Total Cost (Rounded to Nearest Dollar):** $986.00

### Description of Work:
Inspect and clean all roof gutters, drains, and downspouts. Repair as needed.

## 12. Building Feature: Roofing

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>2</td>
<td>HR</td>
<td>$85.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Proposed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Completed vs. Proposed:**
- **Completed**: Inspection, each year of roof. Assume access from rear deck to all of roof.
- **Proposed**: Inspect roofing for defects and deterioration annually. Repair as needed.

**Contract Year Work Completion:** 2020 and Annually Thereafter

**Total Cost (Rounded to Nearest Dollar):** $246.50

### Description of Work:
Inspect roofing for defects and deterioration annually. Repair as needed.

## 13. Building Feature: Flashing - Roof

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance</td>
<td>2</td>
<td>HR</td>
<td>$75.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Proposed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Completed vs. Proposed:**
- **Completed**: Inspection, each year, roof flashings. Assume access from rear deck to all of roof.
- **Proposed**: Inspect flashing for defects and deterioration annually (includes related sealant). Repair as needed.

**Contract Year Work Completion:** 2020 and Annually Thereafter

**Total Cost (Rounded to Nearest Dollar):** $217.50

### Description of Work:
Inspect flashing for defects and deterioration annually (includes related sealant). Repair as needed.
### 14. Building Feature: Flashing - Roof

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Description of Work:</th>
<th>Total Cost (Rounded to Nearest Dollar):</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>$145.00</td>
<td>Remove and reinstall existing roof flashing with new sealant</td>
<td>$3,364.00</td>
</tr>
<tr>
<td>1</td>
<td>$1,500.00</td>
<td>New flashing allowance if needed</td>
<td>$2,175.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Description of Work:</th>
<th>Total Cost (Rounded to Nearest Dollar):</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>$200.00</td>
<td>Perform stained glass inspection by stained glass professional and repair/maintain as needed</td>
<td>$1,740.00</td>
</tr>
</tbody>
</table>

### 15. Building Feature: Folsom Street Façade - Stained Glass Inspection

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Description of Work:</th>
<th>Total Cost (Rounded to Nearest Dollar):</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>$200.00</td>
<td>Inspect stained glass</td>
<td>$1,740.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Description of Work:</th>
<th>Total Cost (Rounded to Nearest Dollar):</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$1,500.00</td>
<td>Install new sealant at flashing and roofing elements every 10 years, or as needed.</td>
<td>$2,175.00</td>
</tr>
</tbody>
</table>
Adele Feng  
2733 Folsom St.  
San Francisco, CA  94110  
fen.adele@gmail.com

Dear Adele Feng:

• Scaffolding is included in the price. Scaffolding will be installed and removed in a timely manner.
• When removing and replacing existing roofing, gravel, dirt, tar and shingle debris will fall into attic space on top of ceiling. Any items of value must be removed. Also, any openings in ceiling, i.e., hatch covers, vents, and canned lighting will be susceptible to dust infiltration which we cannot be responsible for.
• Price includes up to 100 sq. feet of sheathing replacement. Any structural dry rot, i.e., rafters or above 100 sq. feet, will be an additional charge of $90 (NINETY DOLLARS) per hour, per man.
• Your property is rated as a historic address by the Department of Building Inspection; we have allowed $1,200.00 for job permit.

Following are the specifications for reroofing your building:

MAIN ROOF:
• All existing roofing will be torn off and thrown into the dumps.
• One layer #30 non-perforated underlayment, or Certainteed Diamond Deck underlayment will be applied completely.
• New shingles will be applied completely using galvanized nails of proper length. Shingles to be used are Fiberglass Class A Fire Resistant.
• Shingles are Certainteed Brand, Landmark Pro, manufacturer lifetime limited warranty. If you are interested in another brand or style, please let us know.
• At valleys and walls, install Certainteed 2-ply Self-Adhering Modified Bitumen mineral-surfaced rolled roofing.
• The existing skylights will be taken off and the wall in which they sit on will be repapered and then the skylights replaced. When the existing skylights are removed, debris will fall into the living space. A good precaution is for the homeowner to cover the area beneath the skylights with a sheet or something similar. This does not include new skylights, unless noted.
• All vent flues (roofjack, taper and top) and pipe collars will be replaced new. Galvanized sheet metal and aluminum 025' assemblies will be
used. Does not include chimney decks or spark arrestors, unless otherwise noted.

- All pipe collars and chimneys, etc., will be sealed at their base.
- The existing double wall roof jack and top will be reused.
- New seamless aluminum gutters will be installed.

ESTABLISHED 1906
EXCELSIOR ROOFING CO.

- A metal nosing will be applied to rakes (outer slated edges) of roof.
- A galvanized metal gravel stop nosing will be applied where the roof meets the outside wall.
- Install high profile Hip and Ridge Shingles.
- All work is performed by insured union labor and guaranteed against leakage for five (5) years. All debris is removed from the premises. **Job is to be paid in full within 5 days of completion.**
- The price includes the San Francisco reroofing permit. The cost of the job complete, including labor and materials, is **$57,400 (FIFTY SEVEN THOUSAND FOUR HUNDRED DOLLARS).**

Please visit us on the web at [www.excelsiorroofing.com](http://www.excelsiorroofing.com).
See us on Facebook.

Please call if you have any questions or wish to discuss the job.

Sincerely,

Eduardo Franco
H.I.S. #108615SP

EF:rc
PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder’s office for the county where the property is located.

PART 1. TRANSFER INFORMATION

Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).

B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).

C. This is a transfer: ☐ between parent(s) and child(ren) ☐ from grandparent(s) to grandchild(ren).

D. This transfer is the result of a cotenant’s death. Date of death: __________

E. This transaction is to replace a principal residence by a person 55 years of age or older.

F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county?

G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain:

H. The recorded document creates, terminates, or reconveys a lender’s interest in the property.

I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain:

J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.

K. This is a transfer of property:

1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or ☐ the transferor’s spouse ☐ registered domestic partner.

2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.

3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or ☐ grantor’s/trustor’s spouse ☐ grantor’s/trustor’s registered domestic partner.

L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.

M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.

N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.

O. This transfer is to the first purchaser of a new building containing an active solar energy system.

Please provide any other information that will help the Assessor understand the nature of the transfer.
PART 2. OTHER TRANSFER INFORMATION  
Check and complete as applicable.

A. Date of transfer, if other than recording date: ____________

B. Type of transfer:
   - Purchase
   - Foreclosure
   - Gift
   - Trade or exchange
   - Merger, stock, or partnership acquisition (Form BOE-100-B)
   - Contract of sale. Date of contract: ____________
   - Inheritance. Date of death: ____________
   - Sale/leaseback
   - Creation of a lease
   - Assignment of a lease
   - Termination of a lease. Date lease began: ____________
   - Original term in years (including written options): ______
   - Remaining term in years (including written options): ______
   - Other. Please explain:

C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: ______ %

PART 3. PURCHASE PRICE AND TERMS OF SALE  
Check and complete as applicable.

A. Total purchase price ______

B. Cash down payment or value of trade or exchange excluding closing costs
   - % interest for ______ years. Monthly payment ______

C. First deed of trust @ % interest for ______ years. Monthly payment ______
   - FHA (____ Discount Points) Cal-Vet VA (____ Discount Points)
   - Fixed rate Variable rate
   - Bank/Savings & Loan/Credit Union
   - Loan carried by seller
   - Balloon payment ______ Due date: ____________

D. Second deed of trust @ % interest for ______ years. Monthly payment ______
   - Fixed rate Variable rate
   - Bank/Savings & Loan/Credit Union
   - Loan carried by seller
   - Balloon payment ______ Due date: ____________

E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance ______

F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price ______

G. The property was purchased: Through real estate broker. Broker name: ______ Phone number: (____)
   - Direct from seller
   - From a family member-Relationship ______
   - Other. Please explain:

H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION  
Check and complete as applicable.

A. Type of property transferred
   - Single-family residence
   - Multiple-family residence. Number of units: ______
   - Other. Description: (i.e., timber, mineral, water rights, etc.) ______
   - Co-op/Own-your-own
   - Condominium
   - Timeshare
   - Manufactured home
   - Unimproved lot
   - Commercial/Industrial

B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
   - If YES, enter the value of the personal/business property: ______
   - Incentives ______

C. YES NO A manufactured home is included in the purchase price.
   - If YES, enter the value attributed to the manufactured home: ______
   - The manufactured home is subject to local property tax. If NO, enter decal number: ______

D. YES NO The property produces rental or other income.
   - If YES, the income is from: Lease/rent Contract Mineral rights Other: ______

E. The condition of the property at the time of sale was: Good Average Fair Poor
   - Please describe:

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER

DATE TELEPHONE (____)

NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)

TITLE EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.
ADDİTİONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a Preliminary Change of Ownership Report, the Recorder may charge an additional recording fee of twenty dollars ($20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor’s Parcel Number, name of seller, buyer’s daytime telephone number, buyer’s email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C,D,E, F: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property’s previous tax base. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

G: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

“Beneficial interest” is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

I: A “cosigner” is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

N: Check YES only if property is subject to subsidized low-income housing requirements with governmental imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).

O: If you checked YES, you may qualify for a new construction property tax exclusion. A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.
PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

    “Mortgage insurance” is insurance protecting a lender against loss from a mortgagor’s default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

    “Closing costs” are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer’s fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

    A “balloon payment” is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

    An “improvement bond or other public financing” is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker’s name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the “Direct from seller” box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the “From a family member” box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the “OTHER” box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners’ dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in “fair” or “poor” condition, include a brief description of repair needed.
II. EXEMPTION STATEMENT AND SIGNIFICANCE EVALUATION

EXEMPTION STATEMENT

The Mills Act Historical Property Contract requires all residential properties that are assessed at a value of more than 3M to include a Historic Structure Report (HSR) as part of the application. Representatives of the San Francisco Planning Department have indicated that the HSR could be limited in scope and should include, at minimum, a brief history of the building, a description of the building’s historic condition, a summary of its existing condition, and an outline of short-term and long-term recommendations for rehabilitation.

This limited Historic Structure Report, together with the Rehabilitation/Restoration & Maintenance Plan, serves to fulfill the requirements of the Mills Act and primarily focuses on conditions and treatment recommendations for the exterior of the building.
III. HISTORIC STRUCTURE REPORT

INTRODUCTION

This Focused Historic Structure Report has been prepared to accompany a Mills Act Historical Property Contract for the Gaughran House at 2731-35 Folsom Street (APN 3640/031) in San Francisco’s South Mission neighborhood. The multi-family residence was designed in 1899 and completed in 1900 by master architect James Dunn for James Gaughran, the original owner.

2731-35 Folsom Street has been included in several architectural surveys. 2731-35 Folsom Street was included in the 1976 Department of City Planning Architectural Quality Survey (1976 DCP Survey) with a rating of “4” out of “5.” The property was documented as part of the South Mission Historic Resource Survey and given a survey rating of “3CS” meaning the property appears eligible for the California Register as an individual property through survey evaluation.¹ On December 15, 2017, the property was designated San Francisco Landmark No. 276.

Figure 1: Aerial imagery of 2731-35 Folsom Street. Google Maps, 2019.

¹ The survey was adopted by the San Francisco Historic Preservation Commission on November 17, 2011.
BRIEF HISTORY OF 2731 – 2735 FOLSOM STREET AND HISTORIC SIGNIFICANCE

2731-2735 Folsom Street is significant for its association with the development of the Mission District as a streetcar suburb, as a notable work of local master architect James Francis Dunn (1874-1921), and as a fine example of residential Beaux-Arts architecture. The following is excerpted from the Community-Sponsored Article 10 Landmark Designation Application:

Events
The construction, architectural design, and location of the subject building are directly associated with transit developments that occurred in the latter half of the nineteenth century. The period of 1864-1906, often termed the “Gilded Age,” was one of the most significant periods of population growth and development in the Mission District. Installation of mass transit lines (and the expansion of city utilities) enabled the Mission District to become San Francisco’s first southerly “streetcar suburb.” Streetcar lines initially began as horse-car routes that ran from downtown down Valencia, Mission, Howard and Folsom streets. From 1865 to 1883, extensive and reliable streetcar service of the Mission District was
established on major north-south routes, including Folsom Street. The improved mass transit system transported neighborhood residents to and from downtown work places and shopping areas.

Naturally, the lots in close proximity to the streetcar routes were developed to take advantage of the convenience of transit. 2731-35 Folsom Street is a reflection of the mixed, primarily middle-class socioeconomic identity of the Mission District prior to the 1906 earthquake and fires. The building was constructed as a multi-unit flat, rather than a single-family residence. The building’s location provided direct proximity to the Folsom Street streetcar line, which began as a horse-car route and transitioned to electrified streetcars in the 1890s, not long before the building at 2731-35 Folsom Street was constructed in 1900.

Architecture
James Dunn (1874-1921) was a self-taught architect, having studied building and design journals. He is known to have travelled the U.S., and it is likely that he visited France as well. By 1897, he partnered with Albert Schroepfer and had a San Francisco office at 3rd and Market streets. Dunn actively designed residential and some commercial buildings from 1897 to 1921 – first as part of his partnership with Albert Schroepfer, then independently, and finally with Daniel Kearns. Dunn was a member of the San Francisco Chapter of the AIA and belonged to the Union League Club. The Architect and Engineer journal ran several pieces by or about Dunn, including his lead piece, “Apartment Houses” in a special September 1919 apartment house issue, and his April 1919 article, “Poor Designing One Reason for Apathy in Apartment House Building.”

James Dunn is considered a master architect in San Francisco due to the number of commissions completed and their respective degrees of architectural excellence. Dunn is best known as a designer of multi-unit residential buildings in the Beaux-Arts style. His designs often featured curved balconies and bay windows, delicate ironwork, and exuberant ornamentation, including animal and human faces. Decorative details like cartouches and shields are common. Dunn used eagles or phoenixes to support balconies and cornices. Many of his buildings have a broad, heavily ornamented cornice and a rusticated first story topped with a belt course, defining the ground level from the upper, full-living levels.

Although Dunn often designed his buildings with Beaux-Arts influences, he also experimented with Art Nouveau, Mission Revival, Moorish, Classical Revival, French Renaissance, and Baroque styles. The Alhambra Apartments at 860 Geary Street (1913) have been illustrated and reproduced in architectural journals. Located at the edge of the Tenderloin, the building features a dome, scalloped Moorish windows, and multicolored tile columns. The Chambord Apartments (1922) sit atop Nob Hill at 1298 Sacramento Street. “Few San Francisco apartment houses would have been as at home in Paris as the Chambord,” architectural historian Michael Corbett wrote about Dunn’s most famous apartment house. Dunn died before this final building was completed. His former partner, Schroepfer, finished the 11-story Chambord. In the early 1980s, the building was restored using Dunn’s original scheme, emulating details from other Dunn buildings. The Chambord Apartments building is San Francisco Landmark #106.

The building is clearly identifiable as a James Dunn building, especially with its intricately molded balcony topped by an elaborate wrought iron railing – a feature that Dunn frequently used in his apartment building designs. His other signature design preferences are also present, including: a rusticated ground floor, a tripartite composition, molded surrounds, exuberant surface ornamentation, and arched openings. He combines formal compositional elements with playful decorative detailing, such as his use of women’s faces.
Beaux-Arts is a style that became popular in San Francisco around the turn of the twentieth century. In San Francisco, as in other cities in the United States, the classical design and planning principles of the Ecole des Beaux-Arts were translated into architecture and city planning through the City Beautiful Movement. The World’s Columbia Exposition, held in Chicago in 1893, popularized Beaux-Arts Classicism across the United States. Also known as the “White City,” the Exposition was an early example of Beaux-Arts planning and architecture in the United States that impacted the course of planning and design during the decade before and after the turn-of-the-twentieth-century.

The influence of the Beaux-Arts planning and design principles exhibited in Chicago began to manifest itself in the architecture of San Francisco that same decade. According to Splendid Survivors, “During the rest of the 1890s, although little building actually occurred in downtown San Francisco, the City of Paris, the Ferry Building, the Emporium, and the Call Building all... promoted the image of the City Beautiful.” After the 1906 earthquake and fires, the City of San Francisco was poised for reconstruction. By this time, many Beaux-Arts-trained architects were already practicing in the city. It was the designs created by these architects that helped shape the new character of San Francisco (moving away from the Victorian-era architectural styles). Increasingly, architects incorporated Beaux-Arts features such as paired columns, surface ornamentation, elaborate decorative detailing, and rusticated ground levels into their designs.

In 1915, San Francisco held its own exposition – the Panama-Pacific International Exposition (PPIE) – modeled on Chicago’s exposition held 22 years earlier. The PPIE showcased visionary Beaux-Arts buildings designed by local and nationally-known architects that were constructed out of temporary, lightweight materials. At the same time, the San Francisco Civic Center was planned as a monumental City Beautiful core, classically detailed and symmetrically ordered. By the outbreak of the First World War, San Francisco had a Beaux-Arts Civic Center planned in accordance with the precepts of the City Beautiful Movement. After the PPIE, construction in San Francisco slowed down due to WWI, and by the early 1920s, Beaux-Arts Classicism had begun to transition into the Moderne.

The elements that lend 2731-2735 Folsom Street its Beaux-Arts character include decorative shields, cartouches, Corinthian engaged columns, and a rusticated first story. The engaged column capitals creatively feature women’s faces. The molded surrounds of the third story windows are intricately designed (the northern vertically oriented quatrefoil window includes a human form). The heavy entablature consists of multiple layers of detailed ornamentation, including a dentil course. The cornice’s modillions are pressed with an organic floral pattern. The primary façade also features arched openings and clearly defined levels – both characteristics in keeping with the Beaux-Arts style. Although the first story is not masonry, rusticated stone is mimicked by using wood to heavily exaggerate the joints. The first story, with its stucco rustication and molded belt course, is clearly distinguished from the second and third stories.

CONSTRUCTION CHRONOLOGY

The historic context of 2731-35 Folsom Street is discussed in Page & Turnbull’s Historic Landmark Designation Continuation Report (April 6, 2017), which is also referred to as the Community-Sponsored Article 10 Landmark Designation Application. It includes a history of the Mission District’s nineteenth-century and streetcar neighborhood development, the development of the subject site, owners and occupants, a biography of architect James Francis Dunn, and a discussion of the Beaux-Arts architectural style.
For the purposes of this Focused Historic Structure Report, the property’s construction chronology is excerpted below from the report.

The following provides a timeline of construction activity at 2731-35 Folsom Street, based on building permit applications on file with the San Francisco Department of Building Inspection and available online through the San Francisco Property Information Map. Only permits with statuses as “complete” have been included.

<table>
<thead>
<tr>
<th>Date Filed</th>
<th>Permit# and/or Application#</th>
<th>Owner</th>
<th>Architect/Builder</th>
<th>Scope of Alterations</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/24/1959</td>
<td>199512</td>
<td>Gene and May Spediacer</td>
<td></td>
<td>Remove all dry rot, open ground floor for further inspection of decay. Replace front and rear stairs. Extend main stairs to roof with self closing fire door. $7,000.</td>
</tr>
<tr>
<td>5/8/1974</td>
<td>88637</td>
<td>Harry Friehauf</td>
<td></td>
<td>Comply with DAHI notice. $1,000.</td>
</tr>
<tr>
<td>8/23/1978</td>
<td>439883</td>
<td>Edward and Paula Yoshioka</td>
<td></td>
<td>Comply with BBI report. $5,000.</td>
</tr>
<tr>
<td>12/31/1984</td>
<td>Permit# 527110 Application# 8413555</td>
<td>Neil H. Bleuler</td>
<td></td>
<td>3-story rear staircase will be removed (wood) and replaced. $2,000.</td>
</tr>
<tr>
<td>7/23/2008</td>
<td>Application# 200807237406</td>
<td></td>
<td></td>
<td>Comply with complaint #200448382. Repair dry rot at rear stairs. Less than 50% at rear. No change to windows or doors. $800.</td>
</tr>
<tr>
<td>Date Filed</td>
<td>Permit# and/or Application#</td>
<td>Owner</td>
<td>Architect/Builder</td>
<td>Scope of Alterations</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------------</td>
<td>-------</td>
<td>-------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>1/29/2013</td>
<td>Application# 201301248710</td>
<td>Wai Ahead LLC</td>
<td>Contractor: Castle Construction Architect: TKA</td>
<td>NOV correction PA in-kind egress stair replacement with minor modifications for code compliance. Front and rear stair. NOV correction item #’s 201175573, 201176254, 201271741, 200922446, 200448382 &amp; 20126580. $22,000.</td>
</tr>
<tr>
<td>6/20/2013</td>
<td>Application# 201306200016</td>
<td>Wai Ahead LLC</td>
<td>Contractor: Pegasus Builders</td>
<td>Exploratory demo, remove sheetrock for new insulation &amp; electrical &amp; living areas. Replace with new sheetrock &amp; paint all 3 units. $15,000.</td>
</tr>
<tr>
<td>9/17/2013</td>
<td>Application# 201309177003</td>
<td>Wai Ahead LLC</td>
<td>Contractor: Castle Construction Architect: Troy Kashanipour</td>
<td>Foundation replacement, interior remodel at 1st story and associated structural work, remodel kitchen &amp; bathrooms, add bath. $180,000.00</td>
</tr>
<tr>
<td>11/15/2013</td>
<td>Application# 201310250260</td>
<td>Wai Ahead LLC</td>
<td>Contractor: Castle Construction Architect: Troy Kashanipour</td>
<td>Interior remodel at 2nd &amp; 3rd story, associated structural remodel kitchens &amp; bath, add 1/2 bath at 2nd story. All work within envelope of bldg., no expansion. $550,000</td>
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</table>

The building permit applications reflect several modifications to the front and rear exterior stairs (1928, 1959, 1984, 1987, 2008, 2012). They also describe significant interior alterations; kitchens, baths, and living spaces have been completely renovated. The foundation of the building was replaced in 2013 when the bulk of the interior updates were performed. The permit applications do not reflect changes to the secondary facades: the replacement of the original wood windows with aluminum, the addition of simple-drop composite siding.

CHARACTER-DEFINING FEATURES

According to the Article 10 Landmark Designation Application, the character-defining features of 2731-35 Folsom Street include the form, massing, structure, architectural ornament and materials identified as:

- Three-story building with slightly pitched hip roof
- Asymmetrical primary façade
- Wood shiplap cladding
- Rusticated ground level cladding
- Location, size, and shape of fenestration openings
- Original wood-sash and wood-frame double-hung windows with ogee lugs
- Ground level openings with dentil and rope moldings and keystone cartouches
- Molded belt course with acanthus leaves and geometric details
ARCHITECTURAL DESCRIPTION, EXISTING CONDITIONS, AND TREATMENT RECOMMENDATIONS

The following description was originally prepared by Page & Turnbull for the 2731-35 Folsom Street Historic Landmark Designation Continuation Report (April 6, 2017), which is also referred to as the “Community-Sponsored Article 10 Landmark Designation Application.” The photographs in this section were taken in 2017.

2731-35 Folsom Street is located on the east side of Folsom Street between the intersections with 23rd and 24th streets. The detached residence faces Folsom Street; to the south is 2737-41 Folsom Street and to the north is 2721 Folsom Street. The subject property features a shallow, concrete paved area at the front (west), which is contained by a contemporary iron fence. The wood-frame building sits on a flat parcel; the foundation is not visible. The low-pitched hip roof is composite-shingle-clad. The primary façade features a parapet and the southern half of the rear façade features an open gable. The three-story, multi-family residence is best described as Beaux-Arts in style, with a wood-clad rusticated first story (ground level) and exuberant ornamentation. The building features a domed turret, an iron balconette, elaborate entablature, and Corinthian engaged columns. These elements are limited to the wood-shiplap-clad primary façade; the north, east, and south façades are not ornamented. Unlike the original wood windows on the primary façade, the secondary façades feature replacement aluminum windows set within wood casings. The secondary façades are all clad in replacement simple-drop composite wood siding.

PRIMARY (WEST) FAÇADE

The Beaux-Arts features of 2731-35 Folsom Street are limited to the primary façade (Figure 2). The building’s first story at ground level includes the primary entry to Unit 2735, which is recessed within an arched opening topped with a keystone cartouche. The partially glazed wood door is set within a dentil molded wood frame (Figure 3). North (left) of the Unit 2735 entry, beneath the exterior stairs to the second level, is a one-over-one single-hung wood sash arched window with ogee lugs. The window, similar to other windows on the first story of the primary façade, is deeply recessed within a wood dentil and rope molded frame with a stepped sill. South (right) of the Unit 2735 entry is the ground level of the three-story rounded bay. Three windows are set into the rounded bay base; the north and central windows are topped with a keystone cartouche (Figure 4). South of the bay is an arched pass-through that provides access to the south façade and backyard. The corridor is blocked by a contemporary metal security gate (Figure 5). The rustication of the wood-clad first story (ground level) distinguishes it from...
the second and third stories. A molded belt course with acanthus leaves and geometric details serves to further define and visually separate the ground and upper levels.

A staircase located at the north side of the primary façade provides access to a second story landing. The staircase consists of wood steps and a double-sided metal railing. The stair landing leads to two partially glazed wood doors sheltered within an arched entry area, flanked by two-story Corinthian engaged columns. The doors are topped with individual transoms labeled with unit numbers 2731 and 2733 (Figure 6). To the south of the doors is a fixed leaded stained glass window with a ribbon motif (Figure 7). The entry area features carved wood moldings and dentil trim. To the south of the entry area is the rounded bay (Figure 8). At the second story, double height Corinthian engaged columns separate three wood windows that wrap around the rounded bay body. Each window consists of one pivot (currently fixed closed) curved glass pane topped with a fixed leaded stained glass transom, each set within an elaborately molded surround (Figure 9). They are topped with an ornate entablature that contains egg and dart molding.

Figure 3: Entry to Unit 2735.  
Figure 4: Ground level rounded bay base.
Figure 5: Security gate leading to south façade and backyard.

Figure 6: Exterior stairs leading to second story.

Figure 7: Fixed leaded stained glass window within entry area.

Figure 8: Double height Corinthian engaged columns.
A molded balcony with an iron railing sits above the entry area between the second and third stories (Figure 10). A third story one-over-one double-hung wood window with ogee lugs sits above the (inaccessible) balcony. Two Corinthian engaged columns continue upwards from the second story and flank the balcony and window. The Corinthian capitals feature female masks. Mid-façade of the third story is an elongated quatrefoil window set within a stretched surround (Figure 11). The pane of the wood window is a narrow oval; however, the molded surround outlines a vertically elongated quatrefoil shape. To the south of the window, the rounded bay continues to ascend towards the building’s entablature. Three one-over-one double-hung curved glass windows with ogee lugs wrap around the bay body (Figure 12). To the south of the bay is a second quatrefoil window with a less fanciful surround.

Figure 9: Second story rounded bay window with transom.

Figure 10: Molded balcony with flanking engaged columns.

Figure 11: Vertically elongated quatrefoil surround with oval pane (north of bay).
The building’s ornate entablature on the primary façade features various Beaux-Arts details. The projecting cornice protrudes in a half circle to accommodate the bay. A molded edge shields modillions carved to resemble acanthus leaves (Figure 13). Below the eave, in the frieze, runs a dentil course set above a ornate ribbon with evenly spaced X-motifs pinned with florettes. The architrave is smooth with a thin gold-painted rope molding. The rounded bay on the primary façade is topped with a composite-shingle-clad turret dome.
SOUTH FAÇADE

The south façade faces the neighboring building at 2737-41 Folsom Street; a wood fence wall in a contemporary style separates the lots. A shed-roofed projection at the western portion of the building juts south from the main building mass to create a passageway to the backyard (Figure 14). The first story (ground level) of the south façade consists of two paired casement windows, a casement window, and one partial height casement window (Figure 15). The second story consists of one east-facing casement window on the projection and three south-facing casement windows (two of which are paired). The third story consists of one east-facing casement window on the projection, four south-facing casement windows (two of which are paired), and one south-facing partial-height casement window. Exhaust vents are placed intermittently (Figure 16).

Figure 14: South façade with projection and passageway, view facing west.
Figure 15: First story fenestration of south façade, facing east.
REAR (EAST) FAÇADE

The rear façade faces the backyard (discussed in the Landscape section below). The three-story façade can be divided into a south (left) side and a north (right) side. The south side sits under a gable, while the north side projects beyond the south and has a flat roof without an attic space (**Figure 17**). The doors of the south façade are wood.

The south side’s first story (ground level) features a glazed full-height fixed window and outward swinging paired doors. North of the doors is a concrete passageway set underneath a three-story wood exterior staircase (**Figure 18**). The passageway leads to a fully glazed door set at the juncture of the south and north sides. The passageway also wraps around to a wood door that opens into a storage space set underneath the exterior stairs. The second story of the south façade consists of three paired casement windows and a fully glazed door. The third story includes a partial height awning window, two full-height windows, and two fully glazed doors.
The north side of the rear façade projects beyond the south side and thus has a south-facing portion. This south-facing portion consists of full composite siding on the first story, a fully glazed door and a large casement window on the second story, and two paired casement windows on the third story. The east-facing portion features fully glazed paired doors and a full height window on the first story (Figure 19). The second story features three paired casement windows. The third story features two unaligned windows (one rectangular casement window and one square awning window).

NORTH FAÇADE

The north façade faces the open space between the subject property and the building at 2721 Folsom Street. There are three planes, which all have different rooflines; the east (left) plane has a raised section, the central plane has a shed roof, and the west (right) plane is a low-pitched hipped roof. The central projecting plane features a west-facing fully glazed door (first story) and two west-facing casement windows (one at the second story, one at third story) (Figure 20). The west plane of the north façade features one fully glazed north-facing door (ground level) and four north-facing casement windows (two unaligned at the second story, two at the third story).
Figure 19: North side ground level.

Figure 20: North façade.
EXISTING CONDITIONS

Folsom Street (West) Façade

The Folsom Street façade is generally in good condition. The façade’s ornamental/carved wood cornice and entablature do not exhibit any notable deterioration, though small portions of ornament appear to be missing in some locations. The ornamental wood columns and ornamental elongated quatrefoil window surrounds also do not exhibit any notable deterioration. The molded balcony and its metal railing over the main entry are in good to fair condition. The front edge of the balcony appears to exhibit some minor peeling paint.

Figure 21: Primary (west) façade.

Figure 22: Detail of carved ornamental entablature, cornice, and column capitals.

Figure 23: Detail of the molded balcony showing peeling paint at the front edge.
The main entry stairs are in good to fair condition and exhibit abrasion/wear at the wood stair treads as well as the lower concrete steps. At the wood treads, the paint is beginning to wear, and some of the wood fibers are beginning to become rough/abraded. At the lower concrete steps (bottom three steps), the paint has worn off, but the concrete appears to be in good condition.

![Image of the stairs](image1.jpg)

**Figure 24:** Detail of wear at concrete and wood stairs.

![Image of the concrete curb](image2.jpg)

**Figure 25:** Detail of concrete stair curb with spall.
The wood siding is in fair condition, with some checking/splitting of the wood noted in various locations. Minor spalling at the curved concrete curb was noted, possibly where a previous metal rail was attached. Wood splitting was noted specifically at the curved turret panel below the top floor’s center window and at several rusticated siding panels at the ground-level of the turret. The curved base trim above the pavement at the turret exhibits some splitting and soft deteriorated wood where moisture appears to be getting inside. Metal flashing is sensitively installed at the wood watertable separating the ground level from the upper levels; it appears to be in good condition. The entry vestibules are also in good condition.

Figure 26: Detail of split wood panel between windows.

Figure 27: Detail of split wood at rusticated “block” panel and several splits at curved base trim.
Figure 28: Detail of area where soft deteriorated wood was noted with moisture at the wood.

Figure 29: Detail of curb termination at wood trim (beneath area of soft deteriorated wood).
The windows appear to be in good to fair condition. The pivot windows at the first floor of the turret are fixed closed. According to the owner, there is noise and air infiltration at these windows. Small gaps at the perimeter of the sash were noted. The stained glass transom lights and stained glass panel flanking the entry are in good condition and do not appear to exhibit out-of-plane bowing, sometimes noted when stained glass windows weaken.

Figure 30: Detail of first floor window from interior showing gap at edge of sash where light is coming through.
The asphalt shingling at the turret roof exhibits minor biological growth but appear to be in good condition.

Figure 31: Detail of shingles at turret.

Secondary Facades
The secondary façades all appear to be in good to fair condition. The painted wood siding is in relatively good condition. At the south façade, minor damage was noted at the siding adjacent to a vent exiting the building. Some corner trim at the secondary facades was noted to be displaced. While it appears to be sound, it is not clear why this is occurring.
The finger-jointed wood window sills at the secondary facades are beginning to exhibit splitting and separation as well as paint-wear and exposed wood at the upper surfaces. In many locations, the sealant joint from the wood window surrounds to the aluminum window frames has torn and is open to the weather.
A few penetrations such as at water spigots did not have sealant at the penetration perimeters.

Two small triangular landscaped areas are adjacent to the north façade, created by the diagonal property line and the square building corners. The landscaped area is inaccessible from the building, and although more accessible from the neighboring yard, the properties are separated by a fence. These areas are overgrown with vegetation directly against the building.
TREATMENT RECOMMENDATIONS

Folsom Street (West) Façade

Maintain sealants at the façade as well as paint and coatings at the wood elements, including siding, trim, cornice, entablature, columns, and windows. At the stairs, prepare the abraded wood and patch spalls with proper concrete patching prior to painting. Consider paint appropriate for the various materials, and consideration for coefficient of slip resistance at the stairs and walking surfaces is recommended. Repair the split wood siding and trim elements prior to painting. Where wood deterioration is found, particularly at the base of the building, remove deterioration, treat as needed for biogrowth, and patch/repair/replace wood to match the original. Removal of the base trim may be required to address water and moisture issues adjacent to the concrete foundation/curb.

Rehabilitate the windows, and consider restoring operability to the first floor awning pivot windows. Replace missing/deteriorated putty, and repair deteriorated wood as encountered. Address gaps between sash and frames; use of weatherstripping or interior storm windows should be considered. If window/sash replacement is considered to address weatherization, energy, noise issues, perform...
conditions assessment to verify proper treatment, and replace with windows that match the original in material and appearance, including curved elements.

Periodically have stained glass adjacent to entries and above first floor turret windows inspected by a professional. Clean them as recommended by the stained glass professional.

Secondary Facades
Maintain sealants at the façade as well as paint and coatings at the wood elements, including siding, trim, and window sills. Repair damage where occurs at the siding, and re-fasten any loose siding or trim encountered. Ensure pipe, vent, and spigot penetrations are properly sealed.

Repair separation at finger-jointed window sills, and repaint sills where paint degradation is evident. Replace sealant at window perimeters. Regularly maintain windows, including glazing seals, sealants, cleaning weeps, and lubricating operating hardware as needed.

Roof
Regularly clean and maintain gutters and downspouts. Maintain flashing and sealants. Make repairs and replace as needed.

Site
Remove vegetation that is directly adjacent to the north façade, and improve site drainage directly adjacent to the building foundation.
IV. ADDITIONAL PHOTOGRAPHY

PRIMARY FACADE

Photo 1:
Front facade
Looking northeast
Photo 2:
Front facade
Looking east

SECONDARY FACADES

Photo 3:
Side facade
Looking south
Photo 4:
Rear facade
Looking west
Photo 5:
Side facade
Looking west
INTERIOR

Photo 6:
Level 3, living/dining room and kitchen
Looking northeast

Photo 7:
Level 3, living/dining room and kitchen
Looking southeast
Photo 8:
Level 3, kitchen
Looking east

Photo 9:
Level 3, living room and kitchen
Looking south
Photo 10:
Level 3, living/dining room and kitchen
Looking north

Photo 11:
Level 3, living room
Looking southwest
Photo 12:
Level 3, master bedroom
Looking northeast

Photo 13:
Level 3, guest bedroom #1
Looking west
Photo 14:
Level 3, guest bedroom #2
Looking south

Photo 15:
Level 3, office nook
Looking southeast
Photo 16:
Level 2, front entrance
Looking west

Photo 17:
Level 2, hallway
Looking east
Photo 18:
Level 2, master bedroom
Looking south

Photo 19:
Level 2, master bedroom
Looking west
Photo 20:
Level 2, guest bedroom #1
Looking south

Photo 21:
Level 2, guest bedroom #1
Looking east
Photo 22:
Level 2, guest bedroom #2
Looking south

Photo 23:
Level 2, guest bedroom #2
Looking north
Photo 24:
Level 2, dining room and living room
Looking east

Photo 25:
Level 2, living room
Looking south
Photo 26:
Level 2, living room
Looking east

Photo 27:
Level 2, kitchen
Looking north
Photo 28:
Level 2, dining room
Looking northeast

Photo 29:
Level 2, dining room
Looking south
Photo 30:
Level 1, bedroom #1
Looking south

Photo 31:
Level 1, bedroom #1
Looking west
Photo 32:
Level 1, bedroom #2
Looking northwest

Photo 33:
Level 1, bedroom #2
Looking west
Photo 34:
Level 1, bedroom #3
Looking east

Photo 35:
Level 1, bedroom #3
Looking south
Photo 36:
Level 1, bedroom #3
Looking north

Photo 37:
Level 1, bedroom #4
Looking south
Photo 38:
Level 1, office alcove
Looking north

Photo 39:
Level 1, living room
Looking southwest
Photo 40:
Level 1, living room
Looking west

Photo 41:
Level 1, dining room
Looking east
V. SITE PLAN
VI. TAX BILL
**City & County of San Francisco**  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2018 through June 30, 2019

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<td>124648</td>
<td>October 12, 2018</td>
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Assessed on January 1, 2018 at 12:01am  
To: NAME PRIVAT PER CA AB 2238

**ADDRESS INFORMATION**  
NOT AVAILABLE ONLINE

**Assessed Value**

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**TOTAL DUE**  
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PAID  
12/04/2018  
DUE 04/10/2019

---

City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2018 through June 30, 2019

Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to www.Give2SF.org

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

2nd Installment Due  
$10,571.14

If paid or postmarked after APRIL 10, 2019  
the amount due (includes delinquent penalty of 10% and other applicable fees) is  
$11,673.25

---

City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2018 through June 30, 2019

Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to www.Give2SF.org

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

1st Installment Due  
PAID 12/04/2018

If paid or postmarked after DECEMBER 10, 2018  
the amount due (includes delinquent penalty of 10%) is  
$5.00
If you disagree with the assessed value as shown on your tax bill, you have the right to an informal assessment review by the Assessor-Recorder's Office. Visit www.sfasessor.org for more information. You also have the right to file an application for reduction in assessment for the following year with the Assessment Appeals Board. The filing period is July 2 to September 15. Visit www.sf.gov/aab or call 415-554-6778 for more information. If an informal or formal assessment review is requested, relief from penalties shall apply only to the difference between the Assessor-Recorder's final determination of value and the value on the assessment roll for the fiscal year covered.

If a "Tax-Defaulted" message is shown on the front of this bill, it indicates that prior year taxes are unpaid.

New owners and current owners with new construction may be required to pay a **supplemental tax bill**. Supplemental tax bills are issued in addition to this annual tax bill.

**Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons**

The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current year property taxes on their primary residence. PTP applications are accepted from October 1 to February 10 each year. Go to the SCO website at www.sco.ca.gov/ardtax_prop_tax_postponement.html for more information. If you have any questions or to request an application, call 1-800-952-5661 or email postponement@sco.ca.gov

---

Did you...

Submit payment for the exact amount?

Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a $50.00 "Payment Failure Fee" will be charged in addition to any late payment penalties.

If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.

If any portion of the total amount due is unpaid after 5 PM on June 30, 2019, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

---

Did you...

Submit payment for the exact amount?

Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a $50.00 "Payment Failure Fee" will be charged in addition to any late payment penalties.

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May 30, 2019

City & County of San Francisco

Supplemental Property Tax Bill (Secured)

FOR THE PERIOD  03/26/2018 THROUGH 06/30/2018

Keep this portion for your records. See back of bill for payment options and additional information.

For payment options, go to SFTREASURER.ORG

San Francisco Tax Collector
Secured Supplemental Property Tax
P.O. Box 7426
San Francisco, CA, 94120-7426
### Pay Now

- Online: [www.sftreasurer.org](http://www.sftreasurer.org)
- Mail a check payable to “SF Tax Collector” with the bottom portion of bill in enclosed envelope.
- In person at City Hall, Room 140
  8 am - 5 PM, Monday - Friday, excluding holidays.
  Expect longer than normal wait times around delinquency dates.

### Contact Us

- Free language assistance
- Call: 3-1-1
- 415-701-2311 from outside of San Francisco
- Submit question online: [www.sftreasurer.org/contact-us](http://www.sftreasurer.org/contact-us)

Supplemental tax bills are issued in addition to the annual tax bill, generally due to a change in ownership or new construction in accordance with Article XIII A of the California Constitution.

If you disagree with the assessed value as shown on your tax bill, you have the right to an informal assessment review by the Assessor-Recorder's Office. Visit [www.sfassessor.org](http://www.sfassessor.org) for more information. You also have the right to file an application for reduction in assessment for the following year by filing a written application with the Assessment Appeals Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 405, San Francisco, CA 94102. The filing period is July 2 to September 15. Visit [www.sf.gov/aab](http://www.sf.gov/aab) or call 415-554-6778 for more information. If an informal or formal assessment review is requested, relief from penalties shall apply only to the difference between the Assessor-Recorder's final determination of value and the value on the assessment roll for the fiscal year covered.

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---

**Did you...**

Submit payment for the exact amount?

Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a $50.00 “Payment Failure Fee” will be charged in addition to any late payment penalties.

If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.

If any portion of the total amount due is unpaid after 5 PM on June 30, 2019, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

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**Did you...**

Submit payment for the exact amount?

Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a $50.00 “Payment Failure Fee” will be charged in addition to any late payment penalties.

If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.

If any portion of the total amount due is unpaid after 5 PM on June 30, 2019, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.
ASSessor: NAME PRIVATE PER CA AB 2238

ADDRESS INFORMATION  NOT AVAILABLE ONLINE

<table>
<thead>
<tr>
<th>Description</th>
<th>New Base Year Value</th>
<th>Current Roll</th>
<th>Supplemental Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>4,235,000</td>
<td>659,092</td>
<td>3,575,908</td>
</tr>
<tr>
<td>Improvement, Structure</td>
<td>1,815,000</td>
<td>1,076,116</td>
<td>738,884</td>
</tr>
<tr>
<td>Less HO Exemption</td>
<td>7,000</td>
<td>7,000</td>
<td></td>
</tr>
<tr>
<td>Less Other Exemption</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessed Value Total</td>
<td>6,043,000</td>
<td>1,728,208</td>
<td>4,314,792</td>
</tr>
</tbody>
</table>

Supplemental assessment - see back for details

2nd Installment Due

$25,090.51  

If paid or postmarked after JULY 1, 2019 the amount due (includes delinquent penalty of 10% and other applicable fees) is:
$27,644.56

1st Installment Due

$.00  

If paid or postmarked after the amount due (includes delinquent penalty of 10%) is:
$.00

Vol | Block | Lot | Tax Bill No | Mail Date | Property Location
---|-------|-----|-------------|-----------|-------------------
| 24   | 3640  | 031 | 805240      | 01/22/2019| 2731 FOLSOM ST    

City & County of San Francisco  
Supplemental Property Tax Bill (Secured)  
FOR THE PERIOD 07/01/2018 THROUGH 06/30/2019
Supplemental tax bills are issued in addition to the annual tax bill, generally due to a change in ownership or new construction in accordance with Article XIII A of the California Constitution.

If you disagree with the assessed value as shown on your tax bill, you have the right to an informal assessment review by the Assessor-Recorder's Office. Visit www.sfassessor.org for more information. You also have the right to file an application for reduction in assessment for the following year by filing a written application with the Assessment Appeals Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 405, San Francisco, CA 94102. The filing period is July 2 to September 15. Visit www.sfgov.org/aab or call 415-554-6778 for more information. If an informal or formal assessment review is requested, relief from penalties shall apply only to the difference between the Assessor-Recorder's final determination of value and the value on the assessment roll for the fiscal year covered.

**Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons**

The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current year property taxes on their primary residence. PTP applications are accepted from October 1 to February 10 each year. Go to the SCO website at www.sco.ca.gov/attend_prop_tax_postponement.html for more information. If you have any questions or to request an application, call 1-800-852-9681 or email postponement@sco.ca.gov

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**Did you...**

Submit payment for the exact amount?

Confirm that you have sufficient funds in your account? If your payment is not honored by the bank, the payment is null and void and a $50.00 "Payment Failure Fee" will be charged in addition to any late payment penalties.

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VII. RENTAL INCOME INFORMATION

Rental Income

<table>
<thead>
<tr>
<th>Address</th>
<th>Square Footage</th>
<th>Rental Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>2731 Folsom Street</td>
<td></td>
<td>owner occupied</td>
</tr>
<tr>
<td>2733 Folsom Street</td>
<td></td>
<td>owner occupied</td>
</tr>
<tr>
<td>2735 Folsom Street</td>
<td>1,688 sqft</td>
<td>$7,435.71 per month*</td>
</tr>
</tbody>
</table>

* Current market rent (monthly) = $9,000
Dear Adele,

This additional service request is for ongoing work related to your 2019 Mills Act Application.

According to the San Francisco Planning Department, a Building Permit and Administrative Certificate of Appropriateness will be required for all restoration and repair work at 2731-2735 Folsom Street that will be completed during the first three years of your Mills Act Contract. The design and permit applications described below are for restoration and repair work that will be completed in 2020, 2021 and 2022.

These services are subject to the terms and conditions of our original agreement dated March 19, 2019. All proposed fees are percent complete unless otherwise noted.

Task 1: Mills Act Scope Item #1: Folsom Street Façade Wood Repair

Page & Turnbull will survey the wood and concrete curb at the base of the building facing Folsom Street. We will prepare details for repair and written specifications for priming and painting.

Services included:
- On-site survey
- Develop repair details if needed and specifications
- Prepare Building Permit Application
- Prepare Administrative Certificate of Appropriateness Application
Review work of Contractor to ensure conformance with Permit and Planning Department requirements. Two site visits maximum.

Schedule:
- Building Permit Application and Administrative Certificate of Appropriateness Applications: By October 31, 2019
- Contract year for repairs to be completed: 2020

Task 1 Fee Request: $6,500.00

Task 2: Mills Act Scope Item #2: Windows at Secondary Facades

Page & Turnbull will survey the window sills that are in need of repair. We will develop details and written specifications for repair, sealing, priming and painting.

If survey determines that the scope of work is limited to general repair, then it will be reviewed over the counter (no ACOA will be required). The Building Permit Application will clearly indicate which windows will be repaired.

Services included:
- On-site survey
- Develop repair details if needed and specifications
- Prepare Building Permit Application
- Review work of Contractor to ensure conformance with Permit and Planning Department requirements.
- Note: An Administrative Certificate of Appropriateness Application will likely not be required if work is limited to general repairs. In this case, the Building Permit Application will be followed by Over-the-counter Planning review.

Schedule:
- Building Permit Application and Over the Counter Planning review: By October 31, 2019
- Contract year for repairs to be completed: 2020
Task 2 Fee Request: $6,500.00

Task 3: Mills Act Scope Items #8-14: Perform annual visual inspection of all facades, windows, gutters, drains and downspouts, roofing and roof flashing.

Page & Turnbull will perform annual visual inspection of facades, windows, roofing, and roof flashing. Owner will contract a gutter inspection company to inspect gutters, drains and downspouts. If repairs are needed, a Building Permit Application and likely over-the-counter Planning review will be completed and billed separately.

Services included:
- On-site visual inspection of:
  - All facades
  - Windows facing Folsom Street
  - Windows at secondary facades
  - Roofing and Roof Flashing
- Note: Gutters, Drains & Downspouts (owner to contract this scope through separate company, such as The Gutter Guys).
- Note: Visual inspections only. If visual inspections identify repairs that are recommended, a Permit Application and Administrative Certificate of Appropriateness (or over-the-counter Planning review) will be completed and billed separately on a time & materials basis.

Schedule:
- Initial Visual Inspection was completed in April 2019.
- The next scheduled annual visual inspections will occur in 2020, 2021, and 2022. Building Permit Application(s), if needed, and Over the Counter Planning review will be completed following each inspection.

Task 3 Fee Request: $4,500.00 for the 2020 annual inspection on a time and materials basis. Fee for the 2021 and 2022 visual inspection to be determined.
Task 4: T&M Consultation and Meetings

Page & Turnbull will provide consultation to the client as needed and will attend the October 2, 2019 Historic Preservation Commission hearing, the Board of Supervisors Budget and Finance Committee meeting, and the full Board of Supervisors hearing when this Mills Act Application is heard.

Task 4 Fee Request: T&M as needed.

Total fee request: $17,500.00 plus T&M Consultation and Meetings

Reimbursable expenses are in addition to the fee shown above.

If you have any questions about this request, please feel free to give either Elisa Skaggs or me a call to discuss.

Please sign and date below to indicate your approval.

Sincerely,

Carolyn Kiernat, AIA
Principal
Page & Turnbull

Signed: ____________________________  Date: 9/17/2019

Signed: ____________________________  Date: 9/17/2019

On behalf of the owners of 2731-2735 Folsom St