



# SAN FRANCISCO PLANNING DEPARTMENT

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## Mills Act Historical Property Contracts Case Report

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

**Mill Act Applications  
October 2, 2019**

2019-006323MLS (2251 Webster Street); 2019-006384MLS (1401 Howard Street); 2019-006323MLS (64 Potomac Street); 2019-005831MLS (2168 Market Street); 2019-006455MLS (2731-2735 Folsom Street);

- 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
- e. *Filing Date:* May 1, 2019  
*Case No.:* 2019-006455MLS  
*Project Address:* **2731-2735 Folsom Street** (District 9)  
*Landmark No.:* 276  
*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

## 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

**Mill Act Applications  
October 2, 2019**

2019-006323MLS (2251 Webster Street); 2019-006384MLS (1401 Howard Street); 2019-006323MLS (64 Potomac Street); 2019-005831MLS (2168 Market Street); 2019-006455MLS (2731-2735 Folsom Street);

Historic Structure Report

**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

Lesser of the 3 Comparisons

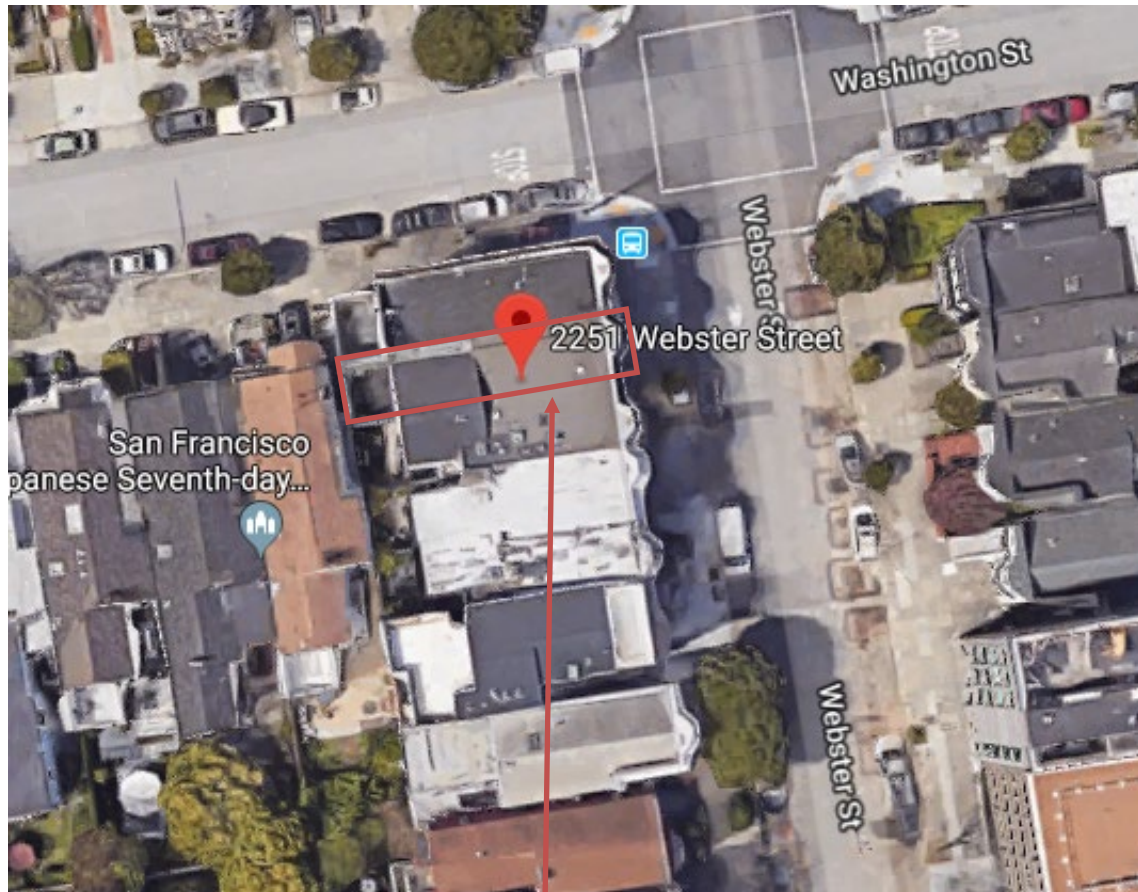
Three Way Value Comparison									
APN	Address	Property Type	Owner Occupied	Year Built	Square Feet	2019 Factored Base Year Value	Restricted Value by Income	Market Value	
05-0612-001A	2251 Webster	Single Family	Yes	1900	1,586	\$ 1,837,603	\$ 618,000	\$ 1,840,000	
06-0866-014	64 Potomac	Single Family	Yes	1900	1,750	\$ 2,550,000	\$ 600,000	\$ 2,500,000	
23-3517-035	1401 Howard	Office	No	1913	21,943	\$ 18,458,740	\$12,700,000	\$13,700,000	
23-3542-062	2168-2174 Market	Retail	No	1907	17,132	\$ 684,218	\$ 4,030,000	\$ 6,850,000	
24-3640-031	2731-2735 Folsom	3-units	Yes / No	1900	5,200	\$ 6,170,997	\$ 3,119,000	\$ 6,500,000	

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

SITE PHOTO



## AERIAL PHOTO



SUBJECT PROPERTY



# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. XXX HEARING DATE OCTOBER 2, 2018

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

Reception:  
**415.558.6378**

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*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  
*Height and Bulk:* 40-X  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@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 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



Recording Requested by, and  
when recorded, send notice to:  
Shannon Ferguson  
1650 Mission Street, Suite 400  
San Francisco, CA 94103-2414

## **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 of 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: \_\_\_\_\_  
\_\_\_\_ Carmen Chu, Assessor-Recorder

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_ John Rahaim, Director of Planning

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_  
\_\_\_\_ Andrea Ruiz-Esquide, Deputy City Attorney

DATE: \_\_\_\_\_

OWNERS

By: \_\_\_\_\_  
\_\_\_\_ Sally A Sadosky, Owner

DATE: \_\_\_\_\_

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

## Exhibit A: Rehabilitation/Restoration Plan: 2251 Webster Street

<b>_1_ Scope Number</b>	<b>Building Feature:</b> West and NW Exterior (Back of House)
<b>Type:</b> Rehab/Restoration, Completed	
<b>Contract Year for Work Completion:</b> 2019	
<b>Total Cost:</b> \$12,650	
<b>Description of Work</b> Exterior Restoration and Painting	
<p>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.</p> <p>Invoice of work details attached.</p>	

<b>_2_ Scope Number</b>	<b>Building Feature:</b> Second story Windows facing West
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion:</b> 2022	
<b>Total Cost:</b> \$14,000	
<b>Description of Work:</b> Replacement of Windows	
<p>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.</p> <p>Estimate attached + an additional \$2k for painting which is not included in this bid.</p> <p><i>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.</i></p>	

<b>_3_ Scope Number</b>	<b>Building Feature: Interior plaster and lathe replacement</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion: 2022</b>	
<b>Total Cost: \$1500</b>	
<b>Description of Work: Repair the interior plaster and lathe</b>	
<p>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.</p> <p>Estimate attached.</p> <p><i>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</i></p>	

<b>_4_ Scope Number</b>	<b>Building Feature: Windows facing East</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion: 2023</b>	
<b>Total Cost: \$24,000</b>	
<b>Description of Work: Replacement of Windows</b>	
<p>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.</p> <p>Estimate attached + an additional \$2k for painting which is not included in this bid.</p> <p><i>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.</i></p>	



<b>_5_ Scope Number      Building Feature: Roof</b>
<b>Type:</b> Rehab/Restoration, Proposed
<b>Contract Year for Work Completion:</b> 2025
<b>Total Cost:</b> \$3200
<b>Description of Work. Repair Roof</b>
<ol style="list-style-type: none"> <li>1) Clean up drain and entire roof</li> <li>2) Seal all nail exposures with strong roof chalking</li> <li>3) Seal all roof penetrations such as roof jacks, air vents, chimney</li> <li>4) Replace one air vent flashing that is installed improperly. It needs a roof membrane torch down to prevent future leaks.</li> </ol> <p>Estimate for work in 2025 is attached</p> <p><i>All work will be done in conformance with the Secretary of the Interior's Standards.</i></p>

<b>_6_ Scope Number      Building Feature: East Exterior (front of the house)</b>
<b>Type:</b> Rehab/Restoration, Proposed
<b>Contract Year for Work Completion:</b> 2026
<b>Total Cost:</b> \$31,910
<b>Description of Work: Restoration and Painting the Front Exterior</b>
<p>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</p> <p>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.</p> <p>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.</p>

*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.*

**\_7\_ Scope Number      Building Feature: West Facing Exterior door to Garage**

**Type:** Rehab/Restoration, Proposed

**Contract Year for Work Completion: 2028**

**Total Cost: \$2500**

**Description of Work: Replace Door leading into the back of the garage**

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.

**\_8\_ Scope Number      Building Feature: Roof**

**Type:** Rehab/Restoration, Proposed

**Contract Year for Work Completion: 2029**

**Total Cost: \$20,000**

**Description of Work. Roof Replacement**

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.*

<b>_9_ Scope Number</b>	<b>Building Feature: Front Door (which is original)</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion: 2029</b>	
<b>Total Cost: \$16, 500</b>	
<b>Description of Work: Replace or continually repair the Front Door</b>	
<p>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.</p> <p>(Estimate based on estimate provide by neighbor who has identical door) <i>Work will be done in conformance with the Secretary of the Interior's Standards.</i></p>	

## Exhibit B: Maintenance Plan: 2251 Webster Street

<b>_1_ Scope Number</b>	<b>Building Feature:</b> Front and rear exterior: East and West Facing
<b>Type:</b> Maintenance: Completed and Proposed	
<b>Contract Year for Work Completion:</b> 2019 and each year when major painting work is not being scheduled	
<b>Total Cost:</b> \$1,800 per year once a year (minus the years where painting is happening)	
<b>Description of Work: Professional wash Front and Rear Exterior Building</b>	
<p>Professional wash on the exterior of the building</p> <p>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.</p> <p>All washing will be performed using the gentlest means possible.</p> <p><i>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.</i></p>	

<b>_2_ Scope Number</b>	<b>Building Feature:</b> Front and rear exterior: East and West Facing
<b>Type:</b> Maintenance: Proposed	
<b>Contract Year for Work Completion:</b> 2020 and each year when major painting work is not being scheduled	
<b>Total Cost:</b> \$600	
<b>Description of Work:</b> Inspect all the wooden elements of the house when the washing is being performed	
<p>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.</p> <p>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.</p> <p><i>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.</i></p>	

<b>_3_ Scope Number</b>	<b>Building Feature: Front and Rear Windows</b>
<b>Type:</b> Maintenance, Proposed	
<b>Contract Year for Work Completion:</b> 2019 and each year twice a year	
<b>Total Cost:</b> \$480 each year (\$240 twice a year)	
<b>Description of Work: Window Washing twice a year</b>	
<p>Professionally wash every window and check for leaks.</p> <p>See estimate attached.</p> <p><i>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.</i></p>	



**Office of the Assessor / Recorder - City and County of San Francisco**  
**2019 Mills Act Valuation**



**2251 Webster Street**

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

<b>APN:</b>	0612 001A	<b>Lien Date:</b>	7/1/2019
<b>Address:</b>	2251 Webster Street	<b>Application Date:</b>	4/29/2019
<b>SF Landmark No.:</b>	N/A	<b>Valuation Date:</b>	7/1/2019
<b>Applicant's Name:</b>	Sally Ann Sadosky	<b>Valuation Term:</b>	12 Months
<b>Agt./Tax Rep./Atty:</b>	None	<b>Last Sale Date:</b>	4/29/2011
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$1,600,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$1,286,323	Land	\$432,600	Land	\$ 1,288,000
Imps.	\$551,280	Imps.	\$185,400	Imps.	\$552,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$1,837,603</b>	<b>Total</b>	<b>\$618,000</b>	<b>Total</b>	<b>\$ 1,840,000</b>

**Property Description**

<b>Property Type:</b>	SFR	<b>Year Built:</b>	1900	<b>Neighborhood:</b>	Pacific Heights
<b>Type of Use:</b>	SFR	<b>Total Living Area:</b>	1586	<b>Land Area:</b>	1,054
<b>Owner-Occupied:</b>	Yes	<b>Stories:</b>	2	<b>Zoning:</b>	RH-2
<b>Unit Type:</b>	Residential	<b>Parking Spaces:</b>	1 Car Garage	<b>View:</b>	Buildings
<b>Condition:</b>	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**

	Per SF	Total
Factored Base Year Roll Value	\$1,159	\$1,837,603
Income Approach - Direct Capitalization	\$390	\$618,000
Sales Comparison Approach	\$1,160	\$1,840,000
<b>Recommended Value Estimate</b>	<b>\$390</b>	<b>\$618,000</b>

<b>Appraiser:</b> Bryan Bibby	<b>Principal Appraiser:</b> James Bias	<b>Date of Report:</b> 9/12/2019
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**SUBJECT PHOTOGRAPHS, LOCATION MAP AND ASSESSOR'S BLOCK MAP**

**Address: 2251 Webster Street**

**APN: 0612 001A**



On-Site Inspection Photo



Last Sale Listing Photo



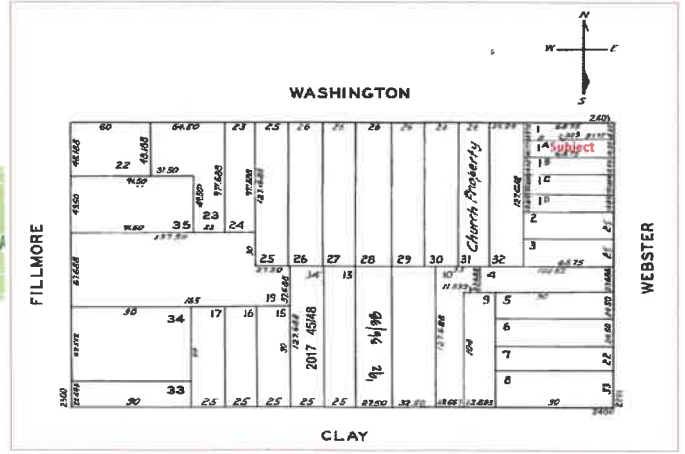
Last Sale Listing Photo



Last Sale Listing Photo



Last Sale Listing Photo



## INCOME APPROACH

**Address:** 2251 Webster Street

**Lien Date:** 7/1/2019

	<u>Monthly Rent</u>	<u>Annualized</u>	<u>Annualized</u>
Potential Gross Income*	\$6,500	12	\$78,000
Less: Vacancy & Collection Loss		3%	<u>(\$2,340)</u>
Effective Gross Income			\$75,660
Less: Anticipated Operating Expenses (Pre-Property Tax)**		15%	<u>(\$11,349)</u>
<b>Net Operating Income (Pre-Property Tax)</b>			<b>\$64,311</b>

### 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%
Improvements constitute % of total property value		30%	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 Str.) 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.
- \*\*\* Risk rate concluded to be owner occupied based on Mills Act Historical Property Contract dated 4/29/2019.
- \*\*\*\* 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

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

Rental Comp #1



Gordon Property Management  
454 Clipper Street  
Diamond Street  
1,516  
SFR:6/3/1.5.1 car/good cond/part.bay/bldgs views  
\$6,500  
\$4.29  
\$51.45

Listing Agent:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent  
Rent/Food/Mo  
Annual Rent/Foot:

Rental Comp #2



Trulia Rental Network  
553 Page Street  
Fillmore Street  
1,700  
Condo:7/2/2.1 car/good cond/city lights/bldgs view  
\$6,500  
\$3.82  
\$45.88

Rental Comp #5



Compass Realty  
3871 19th Street #B  
Church Street  
1,199  
Condo:5/2/2.5.1 car/good cond/bldgs view  
\$6,595

Listing Agent:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent

Rental Comp #6



RelISTO  
1439 Jefferson Street  
Webster Street  
1,583  
Condo:4/2/2.5.1 car/good cond/bldgs view  
\$6,795

Rental Comp #3



Forrent.com  
4424 18th Street  
Eureka Street  
1,190  
Condo:5/2/1, no parking/good cond//bldgs view  
\$6,573  
\$5.52  
\$66.28

Rental Comp #7



Longland Property Management  
1809 Broadway #2  
Gough Street  
1,100  
Apartment:4/2/2, no parking/good cond/bldgs view  
\$6,500



Rental Comp #4



Bay Property Group  
1022 Cole Street  
Parnassus Street  
1,500  
Flat:6/2/2, no parking/good cond/bldgs view  
\$6,485  
\$4.33  
\$51.96



**SINGLE FAMILY MARKET ANALYSIS**

	Subject-A	Sale 1-B	Sale 2-C	Sale 3-D			
APN	0612 001A	0636 003	1023 002	0514 032			
							
Address	2251 Webster Street	2019 Webster Street	1819 Baker Street	3050 Pierce Street			
Sales Price		\$2,250,000	\$1,600,000	\$1,900,000			
Sale Price / Square Foot		\$1,074	\$1,208	\$1,315			
	Description	Description	Adjust.	Description	Adjust.		
Date of Valuation/Sale	07/01/19	02/21/19		12/10/18		03/04/19	
Neighborhood	Pacific Heights	Pacific Heights		Pacific Heights		Cow Hollow	
Proximity to Subject	--	Reasonable Proximity		Reasonable Proximity		Reasonable Proximity	
Land Area	1,054	2,012	(57,000)	2,652	(96,000)	1,118	(4,000)
View Type	Buildings	Similar To Subject		Similar To Subject		Similar To Subject	
Year Built	1900	1900		1900		1900	
Condition Type	Good	Good		Inferior	\$80,000	Good	
Traffic	Typical	Typical		Typical		Typical	
Building Area	1,586	2,094	(254,000)	1,325	131,000	1,445	71,000
Total Number of Rooms	5	7		5		7	
Bedroom Count	2	5		2		3	
Bath Count	2	2.5	(\$25,000)	1	\$50,000	2	
Number of Staires	2	2		1		2	
Parking Type/Count	1 Car Garage	2 Car Garage	(\$75,000)	1 Car Garage		1 Car Garage	
Bonus Rooms	None	None		None		Unwarranted Bonus Areas	(\$75,000)
Net Adjustments			(\$411,000)		\$165,000		(\$8,000)
Indicated Value	\$1,840,000		\$1,839,000		\$1,765,000		\$1,892,000
Adjust. \$ Per Sq. Ft.	\$1,160		\$1,160		\$1,113		\$1,193

Value Range:	Low	High	VALUE CONCLUSION:	\$1,840,000	\$1,160
Adjust. \$ Per Sq. Ft.	\$1,765,000	\$1,892,000			
	\$1,113	\$1,193			

**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



# SAN FRANCISCO PLANNING DEPARTMENT

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## 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.

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

## **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.

## PHOTOGRAPHS





# 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.

- |   |  |
|---|--|
| <b>1 Mills Act Application</b><br>Has each property owner signed?<br>Has each signature been notarized?   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>  |
| <b>2 High Property Value Exemption Form &amp; Historic Structure Report</b><br>Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000.<br>Have you included a copy of the Historic Structures Report completed by a qualified consultant?   | YES <input type="checkbox"/> NO <input type="checkbox"/><br>N/A <input checked="" type="checkbox"/>  |
| <b>3 Draft Mills Act Historical Property Contract</b><br>Are you using the Planning Department's standard "Historical Property Contract?"<br>Have all owners signed and dated the contract?<br>Have all signatures been notarized?  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>  |
| <b>4 Notary Acknowledgement Form</b><br>Is the Acknowledgement Form complete?<br>Do the signatures match the names and capacities of signers?   | YES <input type="checkbox"/> NO <input type="checkbox"/>   |
| <b>5 Draft Rehabilitation/Restoration/Maintenance Plan</b><br>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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>  |
| <b>6 Photographic Documentation</b><br>Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>  |
| <b>7 Site Plan</b><br>Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?  | YES <input type="checkbox"/> NO <input type="checkbox"/>   |
| <b>8 Tax Bill</b><br>Did you include a copy of your most recent tax bill?   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>  |
| <b>9 Rental Income Information</b><br>Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>  |
| <b>10 Payment</b><br>Did you include a check payable to the San Francisco Planning Department?<br>Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications.  | YES <input type="checkbox"/> NO <input type="checkbox"/><br><div style="text-align: right; font-size: 1.2em; font-weight: bold;">\$ 2959</div> |
| <b>11 Recordation Requirements</b><br>A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be <u>accompanied</u> by the following in order to meet recording requirements:<br>- All approvals, signatures, recordation attachments<br>- Fee: Check payable to the Office of the Assessor-Recorder" in the appropriate recording fee amount<br>Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts.<br>- 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). | YES <input type="checkbox"/> NO <input type="checkbox"/>   |

## **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 exceeds 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, Instagramed 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 addition 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.)

PROPERTY OWNER 1 NAME: <b>SALLY ANN SADOSKY (Trustee)</b>	TELEPHONE: <b>(8) 415-298-0036</b>
PROPERTY OWNER 1 ADDRESS:	EMAIL:
PROPERTY OWNER 2 NAME:	TELEPHONE: ( )
PROPERTY OWNER 2 ADDRESS:	EMAIL:
PROPERTY OWNER 3 NAME:	TELEPHONE: ( )
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS: <b>2251 Webster St San Francisco</b>	ZIP CODE: <b>94115</b>
PROPERTY PURCHASE DATE: <b>4/29/2011</b>	ASSESSOR BLOCK/LOT(S): <b>0612/001A</b>
MOST RECENT ASSESSED VALUE: <b>\$1,794,572</b>	ZONING DISTRICT: <b>RH-2 - Residential - House</b>

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

Is the entire property owner-occupied? 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 Sadosky* 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 SADOSKY Revocable Trust  
SALLY A SADOSKY 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:

*Sally A Sadosky*

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 YES ☒ NO ☐

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property YES ☒ NO ☐

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and/or the California Historic Building Code. YES ☒ NO ☐

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property YES ☒ NO ☐

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

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

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

BUILDING FEATURE:

Rehab/Restoration ☐

Maintenance ☐

Completed ☐

Proposed ☐

CONTRACT YEAR FOR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

See Attached Sheets

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

## California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)

2251 Webster St 94115

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 Sally A Sadosky ("Owner/s").

### RECITALS

Owners are the owners of the property located at 2251 Webster St, in San Francisco, California

0612 1 0014

BLOCK NUMBER

LOT NUMBER

The building located at 2251 Webster St

Pursuant to

PROPERTY ADDRESS

is designated as Historic and Conservation Districts Article 10 Landmarks (e.g. a City Landmark pursuant to Article 10 of the Planning Code") 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.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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

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

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



### 1. Application of Mills Act.

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

### 2. Rehabilitation of the Historic Property.

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

### 3. Maintenance.

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

### 4. Damage.

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

### 5. Insurance.

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



## 6. Inspections.

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

## 7. Term.

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

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

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

## 11. Payment of Fees.

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

## 12. Default.

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

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



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

### 13. Cancellation.

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

### 14. Cancellation Fee.

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

### 15. Enforcement of Agreement.

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

### 16. Indemnification.

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

### 17. Eminent Domain.

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

### 18. Binding on Successors and Assigns.

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

19. Legal Fees.

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

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

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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



28. Signatures.

This Agreement may be signed and dated in parts

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
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.)

# 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

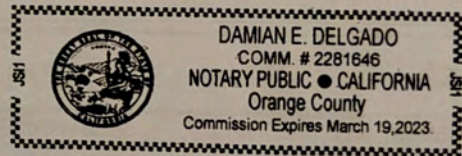
County of SAN FRANCISCO

On 5/1/19 before me, Damian Delgado, Notary Public,  
personally appeared Sally Ann Snodsky,  
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 Mills 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 Snodsky

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: \_\_\_\_\_

## 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)

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

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

Assessed on January 1, 2018 at 12:01am

To: SALLY A SADOSKY REVOCABLE TRUS

**SALLY A SADOSKY REVOCABLE T**  
**SALLY A SADOSKY TRUSTEE**  
**3053 FILLMORE ST #197**  
**SAN FRANCISCO CA 94123**

05/560

Assessed Value		
Description	Full Value	Tax Amount
Land	1,261,101	14,666.60
Structure	540,471	6,285.67
Fixtures		
Personal Property		
Gross Taxable Value	1,801,572	20,952.28
Less HO Exemption	7,000	81.41
Less Other Exemption		
<b>Net Taxable Value</b>	<b>1,794,572</b>	<b>\$20,870.87</b>

Direct Charges and Special Assessments

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

► **TOTAL DUE** **\$21,569.34**

1st Installment		2nd Installment	
	\$10,784.67		\$10,784.67
DUE	12/10/2018	DUE	04/10/2019

Keep this portion for your records. See back of bill for payment options and additional information.



Sally Ann Sadosky  
3053 Fillmore St #197  
San Francisco, CA 94123

2019 Taxes

1763

11-35/1210

4/1/19  
Date

Pay to the Order of SAN FRANCISCO Tax Collector \$10784.67  
Ten thousand seven hundred eighty four and 67/100 Dollars

Bank of America  
Golden Gateway  
500 Battery St  
SF CA

For 05-0612-001A

Sally Sadosky MP

⑆ 121000358⑆ 1763⑆ 07693⑆ 60032⑆



City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2018 through June 30, 2019

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

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

☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://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

**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**

0506120000111 024471 000000000 000000000 0000 2003

## Exhibit A: Rehabilitation/Restoration Plan: 2251 Webster Street

<b>_1_ Scope Number</b>	<b>Building Feature:</b> West and NW Exterior (Back of House)
<b>Type:</b> Rehab/Restoration, Completed	
<b>Contract Year for Work Completion:</b> 2019	
<b>Total Cost:</b> \$12,650	
<b>Description of Work</b> Exterior Restoration and Painting	
<p>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.</p> <p>Invoice of work details attached.</p>	

<b>_2_ Scope Number</b>	<b>Building Feature:</b> Windows facing East and West
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion:</b> 2022	
<b>Total Cost:</b> \$38,000	
<b>Description of Work:</b> Replacement of Windows	
<p>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.</p> <p>Estimate attached + an additional \$2k for painting which is not included in this bid.</p> <p><i>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.</i></p>	



<b>_3_ Scope Number</b>	<b>Building Feature: Interior plaster and lathe replacement</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion: 2022</b>	
<b>Total Cost: \$1500</b>	
<b>Description of Work: Repair the interior plaster and lathe</b>	
<p>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.</p> <p>Estimate attached.</p> <p><i>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</i></p>	

<b>_4_ Scope Number</b>	<b>Building Feature: Front Door (which is original)</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion: 2029</b>	
<b>Total Cost: \$16,500</b>	
<b>Description of Work: Replace or continually repair the Front Door</b>	
<p>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.</p> <p>(Estimate based on estimate provide by neighbor who has identical door)</p> <p><i>Work will be done in conformance with the Secretary of the Interior's Standards.</i></p>	

<b>_5_ Scope Number</b>	<b>Building Feature: Roof</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion: 2022</b>	
<b>Total Cost: \$3200</b>	
<b>Description of Work. Repair Roof</b>	
<ol style="list-style-type: none"> <li>1) Clean up drain and entire roof</li> <li>2) Seal all nail exposures with strong roof chalking</li> <li>3) Seal all roof penetrations such as roof jacks, air vents, chimney</li> <li>4) Replace one air vent flashing that is installed improperly. It needs a roof membrane torch down to prevent future leaks.</li> </ol> <p>Estimate for work in 2020 is attached</p> <p><i>All work will be done in conformance with the Secretary of the Interior's Standards.</i></p>	

<b>_6_ Scope Number</b>	<b>Building Feature: Roof</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion: 2029</b>	
<b>Total Cost: \$20,000</b>	
<b>Description of Work. Roof Replacement</b>	
<p>A full roof replacement in kind plus and additional restoration work needed as determined at that time.</p> <p><i>Work will be done in conformance with the Secretary of the Interior's Standards.</i></p>	

<b>_7_ Scope Number</b>	<b>Building Feature: East Exterior (front of the house)</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion:</b> 2026	
<b>Total Cost:</b> \$31,910	
<b>Description of Work: Restoration and Painting the Front Exterior</b>	
<p>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</p> <p>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.</p> <p>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</p>	
<p>Note, Invoice attached from 2014. Similar scope of work. \$21,609</p> <p><i>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.</i></p>	

<b>_8_ Scope Number</b>	<b>Building Feature: West Facing Exterior door to Garage</b>
<b>Type:</b> Rehab/Restoration, Proposed	
<b>Contract Year for Work Completion: 2028</b>	
<b>Total Cost: \$2500</b>	
<b>Description of Work: Replace Door leading into the back of the garage</b>	
<p>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.</p> <p>See the window estimate from Ocean Window and Door. Door estimate is \$1500 + labor which is all included in the window bid.</p>	

## Exhibit B: Maintenance Plan: 2251 Webster Street

<b>_1_ Scope Number</b>	<b>Building Feature:</b> Front and rear exterior: East and West Facing
<b>Type:</b> Maintenance: Completed and Proposed	
<b>Contract Year for Work Completion:</b> 2019 and each year when major painting work is not being scheduled	
<b>Total Cost:</b> \$1,800 per year once a year (minus the years where painting is happening)	
<b>Description of Work: Professional wash Front and Rear Exterior Building</b>	
<p>Professional wash on the exterior of the building</p> <p>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.</p> <p>All washing will be performed using the gentlest means possible.</p> <p><i>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.</i></p>	

<b>_2_ Scope Number</b>	<b>Building Feature:</b> Front and rear exterior: East and West Facing
<b>Type:</b> Maintenance: Proposed	
<b>Contract Year for Work Completion:</b> 2020 and each year when major painting work is not being scheduled	
<b>Total Cost:</b> \$600	
<b>Description of Work:</b> Inspect all the wooden elements of the house when the washing is being performed	
<p>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.</p> <p>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.</p> <p><i>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.</i></p>	

<b>_3_ Scope Number</b>	<b>Building Feature: Front and Rear Windows</b>
<b>Type:</b> Maintenance, Proposed	
<b>Contract Year for Work Completion:</b> 2019 and each year twice a year	
<b>Total Cost:</b> \$480 each year (\$240 twice a year)	
<b>Description of Work: Window Washing twice a year</b>	
<p>Professionally wash every window.</p> <p>See estimate attached.</p> <p><i>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.</i></p>	

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





## Invoice

DATE: 02/15/2019

INVOICE # 3825

License #	964463
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kcpaintingsf@gmail.com

Sally Sadosky

San Francisco

NOTE: Only the last 2 items are relevant for the bills Act

\$12,650

## Scope 1

Exterior Rear

Page 1 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 1Interior 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 1:  
Exterior Rear  
Page 3 of 3

Terry McDaniel  
 General Contractor - license # 660688  
 329 Sausalito St. Corte Madera, CA 94925  
 phone: 415-306-4528  
 email: [info@terrymcdanielconstruction.com](mailto:info@terrymcdanielconstruction.com)

## Proposal

Job: Sally Sadosky  
 2251 Webster St  
 San Francisco, CA  
 415-298-0036

May 20, 2019

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

	\$ 1,520.00
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
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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
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Alley:

1	32 x 70 x 1 3/4 Fiberglass door only, cut to fit and prep for lockset		\$ 480.00
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<u>Sales tax</u>	<u>\$ 1,525.30</u>
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Window & door Total	\$18,957.30
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<u>Materials for installation</u>	<u>\$ 600.00</u>
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Materials Total	\$19,557.30
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**Option B: Double hung sash sets w/ lead counter weights,** Insulated glass low E2, hardware, epoxy and prime coated.

3	26 x 90 1/4 x 1 1/2"	Arched upper sash,	\$1,378.00 ea	\$ 4,134.00
1	28 x 85 x 1 1/2"			\$ 1,160.00
3	26 x 86 x 1 1/2"	Arched upper sash, IG low E2 Noise Redux glass,	\$1,378.00 ea	\$ 4,134.00
1	28 x 86 x 1 1/2"	Arched upper sash		\$ 1,378.00
1	24 x 61 x 1 1/2"	IG low E2 -Tempered		\$ 1,028.00
1	33 3/4 x 77 x 1 1/2"			\$ 1,135.00
1	34 x 77 x 1 1/2"			\$ 1,135.00
1	32 x 70 x 1 3/4	Fiberglass door only, cut to fit and prep for lockset	\$	480.00
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%)

Admin / Insurance / Company truck & gas/ Equipment & tools	Option A	\$ 4,709.59
	Option B	\$ 4,245.00
<b>JOB COST</b>	<b>Option A</b>	<b>\$36,106.89</b>
	<b>Option B</b>	<b>\$32,545.10</b>

#### **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\_\_\_\_\_**

(I) 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)

Scope 2 Estimate page 2 or 2. Note: the rest of the contract from the estimate is not included. I just included the cost (\$) part.

## 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

*Scope 2 paint  
Scope 3  
Scope 4 paint*

## Roof report

Date	02 / 22 / 2019
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### 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

# Casey Professional Painters

## Invoice

Trust is what we create

DATE: 10/9/2014

225 Mirada ave

INVOICE # S2151

San Rafael Ca 94903

License # 964463

Phone: [415-609-2126]

kcpaintingsf@gmail.com

### Customer:

Sally Sadosky

2251 Webster ave

San Francisco

DESCRIPTION	AMOUNT
Exterior Paint Project	
Pressure Wash Front Of Building	
Prep & Sand down all Front of Building	
Applied Exterior Primer to whole front inc Door	
Applied Bondo to all Siding and Cracks	
Caulked & Sealed whole front of building	
Applied Window putty to windows where needed and fully cleaned all Windows	
Front Door Sanded /Bondo applied Caulked and High gloss Oil applied(Fine Euro Pa	
Six main Colors applied to front Building ,at least three coats of finish applied	
Gold Leaf 22kt sanded/gilded and materials not included, will be billed separately	
All paints & Materials included	
Original Estimate time	18 Days
Original Estimate Cost	\$15,500
<u>Extra's/Payments</u>	
Labor 1 Painter 4 Days(4*\$440) 55p/hr /8hrs	\$1,760.00
Gold Leaf application( 33 hours @ \$70 p/hr)	\$2,310.00
Golf Leaf materials	\$889.00
<b>Total Cost Of Project</b>	<b>\$20,459.00</b>
Less 2 Payments (\$3000 +\$ 3500)	\$6,500.00
<b>New Total Invoice</b>	<b>\$13,959.00</b>

Thank You For Your Business!

NOTE: This is the invoice from 2014 Exterior  
FRONT PAINT WORK

Scope 6  
Exterior  
FRONT pg 1 of 2



# Casey Professional Painters

## Invoice

Trust is what we create

DATE: 10/9/2014

225 Mirada ave

INVOICE # S2151a

San Rafael Ca 94903

License # 964463

Phone: [415-609-2126]

kcpaintingsf@gmail.com

### Customer:

Sally Sadosky

2251 Webster ave

San Francisco

### DESCRIPTION

### AMOUNT

Scaffolding -- Make check Payable directly to Yk Scaffolding

\$1,150.00

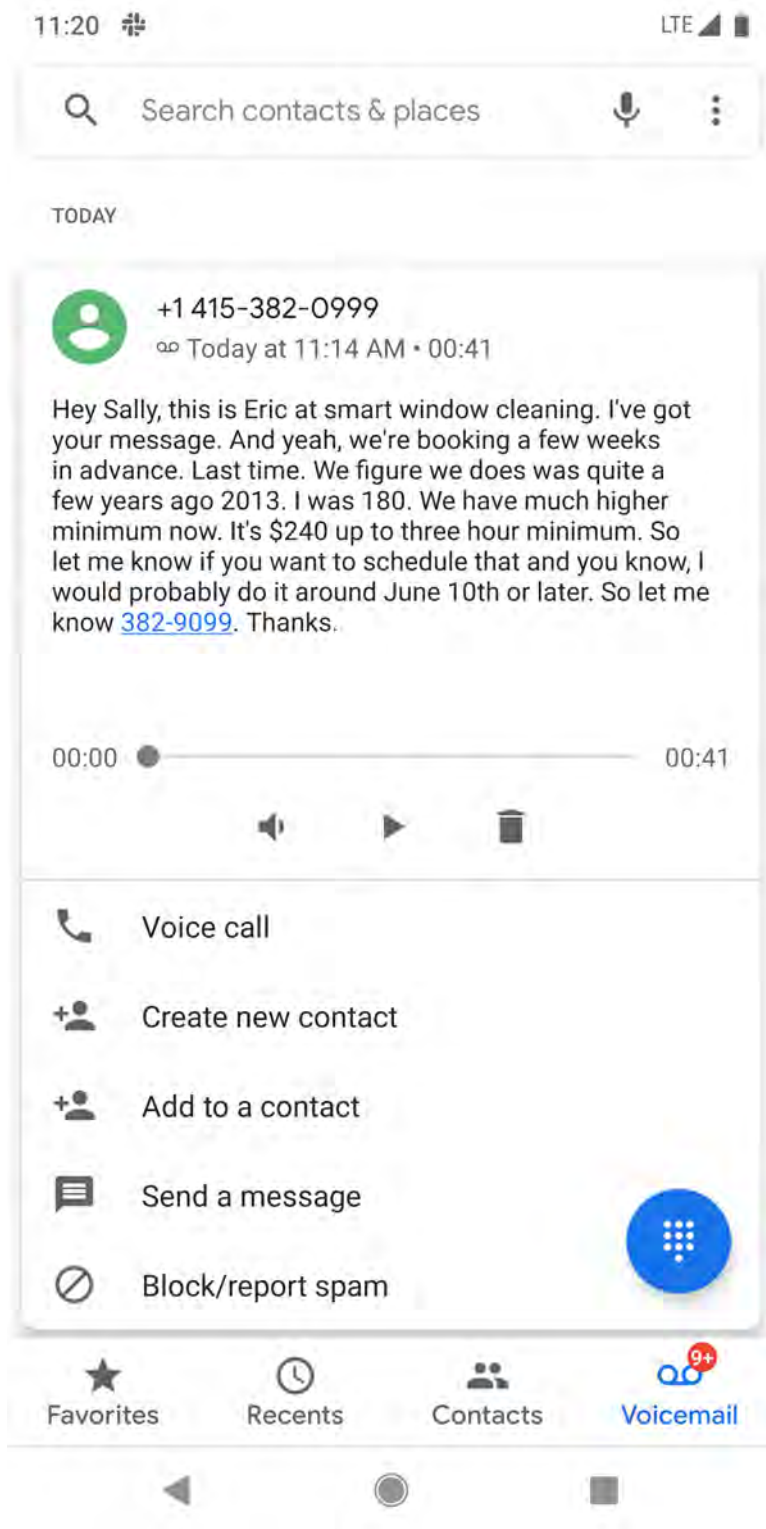
Thank You For Your Business!

Scope 6  
page 2 of 2





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.



<-- NOTE: Estimate was left on a voicemail. this is the transcript. Date of call is May 23, 2:14pm.

<i>Case No.:</i>	2019-006384MLS
<i>Project Address:</i>	<b>1401 Howard Street</b> (District 6)
<i>Landmark District:</i>	Article 10 Landmark Number 120
<i>Zoning:</i>	RCD (Regional Commercial)
<i>Height and Bulk:</i>	55/65-X
<i>Block/Lot:</i>	3517/035
<i>Applicant:</i>	1401 Howard Street, LLC 1401 Howard Street San Francisco, CA 94103

**SITE PHOTO**





## AERIAL PHOTO



**SUBJECT PROPERTY**



# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. XXX HEARING DATE OCTOBER 2, 2019

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*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

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

Recording Requested by, and  
when recorded, send notice to:  
Michelle Taylor  
1650 Mission Street, Suite 400  
San Francisco, CA 94103-2414

## **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 of 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: \_\_\_\_\_  
\_\_\_\_ Carmen Chu, Assessor-Recorder

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_ John Rahaim, Director of Planning

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_  
\_\_\_\_ Andrea Ruiz-Esquide, Deputy City Attorney

DATE: \_\_\_\_\_

OWNER(S)

By: \_\_\_\_\_  
\_\_\_\_ Christopher Foley, 1401 Howard Street, LLC, Owner

DATE: \_\_\_\_\_

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

REHABILITATION / RESTORATION & MAINTENANCE PLAN (CONTINUED/  
ATTACHMENT)

## Exhibit A. Rehabilitation/Restoration Plan

Scope: # 1			
Building Feature: Exterior Gates, Curbs, Fence, Piers, Granite Steps			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$25,000.00 <b>Source SOV #2920</b>			
<p>Description of work: Restoration and Repair of Exterior Gates, Curbs, Fences, Piers and Granite Steps</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ 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.</li> <li>▪ 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.</li> <li>▪ 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.</li> </ul>			

Scope: # 2			
Building Feature: Exterior Paint and Stucco Repair			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026			
Total Cost: \$146,950. <b>Source SOV #9900 (half), \$293850/2=\$146,950.</b>			
<p>Description of work: Façade Restoration and Full Repainting</p> <ul style="list-style-type: none"> <li>▪ The existing stucco was analyzed to determine if it was lime or Portland cement-based. These tests were performed by an architectural conservator.</li> <li>▪ Staining and soiling was removed by the gentlest means possible, this included light brushing and water washing, and cleaning with a commercial agent.</li> <li>▪ 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.</li> <li>▪ Climbing vegetation such as ivy was removed.</li> <li>▪ Spalls and cracks through cement plaster were repaired. The cracks were routed and patched to match the existing adjacent texture, profile, and appearance.</li> <li>▪ The existing deteriorated or detached cement plaster was removed. Graffiti and stains were removed.</li> <li>▪ Unsound paint was removed and coated with a new breathable paint coating.</li> </ul>			



<b>Scope: # 3</b>			
Building Feature: Exterior _ Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$424,323. <b>Source SOV #7600 = \$434,323</b>			
Description of work: Repair and Restoration of Exterior Sheet Metal Elements <ul style="list-style-type: none"> <li>▪ Peeling or blistering paint was scraped or sanded.</li> <li>▪ Corrosion was removed with hand scrapers or a wire brush.</li> <li>▪ For panels with heavy corrosion and resulting perforation of the sheet metal unit, there were three options, dependent on severity and size:             <ol style="list-style-type: none"> <li>1. Corroded panels were removed and the unit was replaced with a new piece of sheet metal cut to the appropriate dimension and profile,</li> <li>2. The corroded area was cut out of existing sheet metal, a new piece was braze-welded and the joint was ground flat; or</li> <li>3. The corroded area was cut out of existing sheet metal and steel-filled epoxy compound was installed to patch small holes.</li> </ol> </li> <li>▪ All exposed metal was painted with a rust-inhibiting primer and two coats of color-appropriate outdoor paint.</li> <li>▪ Missing elements were replaced to maintain visual consistency.</li> </ul>			

<b>Scope: # 4</b>			
Building Feature: Exterior _ Wood-sash Windows and Steel Tracery			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$366,443. <b>Source SOV #6150 and # 8050 for \$96,867 and \$269,576 = 366,443</b>			
Description of Work: Repair, Restoration and Replacement of Windows <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ 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.</li> <li>▪ 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.</li> </ul>			

<b>Scope: # 5</b>			
Building Feature: Exterior _ Stained Glass Windows			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$81,260.00 <b>Source SOV #8070</b>			
Description of work: Repair and Restoration of Stained Glass Windows <ul style="list-style-type: none"> <li>▪ Documentation and restoration of the windows was performed by a professional conservator. Restoration included removal, transport, restoration, and reinstallation of the stained glass.</li> <li>▪ The wood and steel armatures remaining from the previous stained glass window installation were prepared and painted.</li> <li>▪ The remaining stained glass in the south wall of the kitchen was removed, salvaged, and reinstalled in the office on the first floor.</li> </ul>			

<b>Scope: # 6</b>			
<b>Building Feature: Exterior Skylight</b>			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$39,010.00 <b>Source SOV #8080</b>			
Description of work: Repair and Restoration of Exterior Skylight			
<ul style="list-style-type: none"> <li>The steel skylight remained in place and was repaired and cleaned.</li> <li>New tempered glazing and sealant was installed, and all work and flashing details were coordinated with the roof strengthening and re-roofing work.</li> </ul>			

<b>Scope: # 7</b>			
<b>Building Feature: Interior Structural Steel for Seismic</b>			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$571,841 <b>Source SOV 8 items #5050, 5070 and 5120</b>			
Description of work: Seismic Strengthening			
<ul style="list-style-type: none"> <li>Steel was fabricated and installed for seismic strengthening.</li> </ul>			

<b>Scope: # 8</b>			
<b>Building Feature: Interior Decorative Plaster</b>			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$1,350,577.00 <b>Source SOV #9050 , \$1,350,577</b>			
Description of work: Repair and Restoration of Interior Decorative Plaster			
<ul style="list-style-type: none"> <li>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.</li> <li>Non-historic wood veneer was removed so that plaster at the base of the wall could be restored and painted.</li> <li>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.</li> </ul>			

<b>Scope: # 9</b>			
<b>Building Feature: Interior Woodwork, Doors and Finish Hardware</b>			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$269,000.00 <b>Source SOV #8200</b>			
Description of work: Repair and Restoration of Interior Woodwork, Doors and Finish Hardware			
<ul style="list-style-type: none"> <li>Soiling was cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling.</li> <li>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.</li> <li>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.</li> <li>Where required by the level of damage, select areas of woodwork were refinished to match the original.</li> </ul>			

- 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	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$5,000.00 <b>Source From KFI (3/28/19 email)</b>			
Description of work: Restoration of Interior Marble			
<ul style="list-style-type: none"> <li>▪ Tape residue and soiling was removed with a gentle stone cleaner. Mock-ups were conducted to determine the most effective product.</li> <li>▪ 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.</li> <li>▪ Vinyl tiles and mastic were removed from the vestibule floor and cleaned using the gentlest means possible.</li> <li>▪ The marble floors were polished to restore luster</li> </ul>			

Scope: # 11			
Building Feature: Interior Nave Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$207,357 <b>Source (4 items) SOV #2050, #2250, #2300 and KFI, \$30,000 \$7,500 \$79,847 \$45,410 and \$44,600</b>			
Description of work:			
<ul style="list-style-type: none"> <li>▪ The existing (non historic) slab was removed</li> <li>▪ Soil was excavated and the surrounding soil was underpinned.</li> <li>▪ New foundations, with piers and grade beams were installed</li> <li>▪ New stage over the grade beams was installed in the apse.</li> </ul>			

Scope: # 12			
Building Feature: Interior Tower Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$573,000.00 <b>Source SOV #2450 and #2460 and KFI</b>			
Description of work:			
<ul style="list-style-type: none"> <li>▪ The concrete sloped floor was replaced with a new flat structural concrete slab.</li> <li>▪ New micropile foundations were installed in the towers.</li> <li>▪ The top 10 feet of the micro piles were cased in concrete.</li> <li>▪ Tower walls reinforced in concrete and covered in plaster.</li> </ul>			

Scope: # 13			
Building Feature: Exterior Lighting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			

Total Cost: \$92,625.00 <b>Source SOV #16080</b>
Description of work: <ul style="list-style-type: none"> <li>The missing original fixtures on the main entry façade were replicated based on historic documentation.</li> <li>Building façade lighting was replaced with LED fixtures to save energy.</li> </ul>

Scope: # 14
Building Feature: Interior Lighting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$135,281.00 <b>Source SOV #16070</b>
Description of work: Repair, Restoration and Replacement in kind of historic light fixtures: <ul style="list-style-type: none"> <li>The historic light fixtures were cleaned and relamped.</li> <li>The missing fixtures in the main sanctuary were replicated.</li> </ul>

Scope: # 15
Building Feature: Roof / Built-up Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$28,110.00 <b>Source SOV #7500</b>
Description of work: <ul style="list-style-type: none"> <li>Existing built-up roofing was removed at the lower roofs.</li> <li>New built-up roofing was installed over new structural decking.</li> </ul>

Scope: # 16
Building Feature: Roof / Slate Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$258,950.00 <b>Source SOV #7300</b>
Description of work: <ul style="list-style-type: none"> <li>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.</li> <li>Deteriorated and broken tiles were replaced with salvaged stock or new tile to match the existing.</li> <li>New felt underlayment and galvanized flashing was installed.</li> </ul>

Scope: # 17
Building Feature: Interior Painting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026
Total Cost: \$146,950.00 <b>Source SOV #9900 (half), \$293850/2=\$146,950</b>
Description of work: <ul style="list-style-type: none"> <li>Tested bottom layer of paint to find original colors.</li> <li>Interior plaster was painted, interior wood was refinished, and window mullions were repainted.</li> <li>Lead paint was abated.</li> </ul>

Scope: # 18			
Building Feature: Roof / Sheet Metal Dome and Sheet Metal Crosses			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$60,000.00 <b>Source SOV #9950</b>			
Description of work:			
<ul style="list-style-type: none"> <li>Gold leaf was reapplied to the domes and crosses.</li> </ul>			

Scope: # 19			
Building Feature: ADA Upgrades _ Exterior Ramp			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: 12,000.00 <b>Conversation with contractor</b>			
Description of work:			
<ul style="list-style-type: none"> <li>Ramp provided at transept.</li> <li>Auto operator provided at existing door.</li> </ul>			

Scope: # 20			
Building Feature: Interior Painting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input type="checkbox"/> Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$50,000.00 <b>See Source SOV #9900</b>			
Description of work:			
<ul style="list-style-type: none"> <li>Partial repainting of interior walls.</li> </ul>			

Scope: # 21			
Building Feature: Exterior Painting of Cement Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$241,065.00 (Exterior painting costs in 2018 escalated 5%/yr for 8 years)			
<ul style="list-style-type: none"> <li>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.</li> </ul>			

## Exhibit B Maintenance Plan

Scope: # 1			
Building Feature: Site_ Landscape			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$40,000 (maintenance of 4,000/yr x 10yrs)			
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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 comes. 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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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**

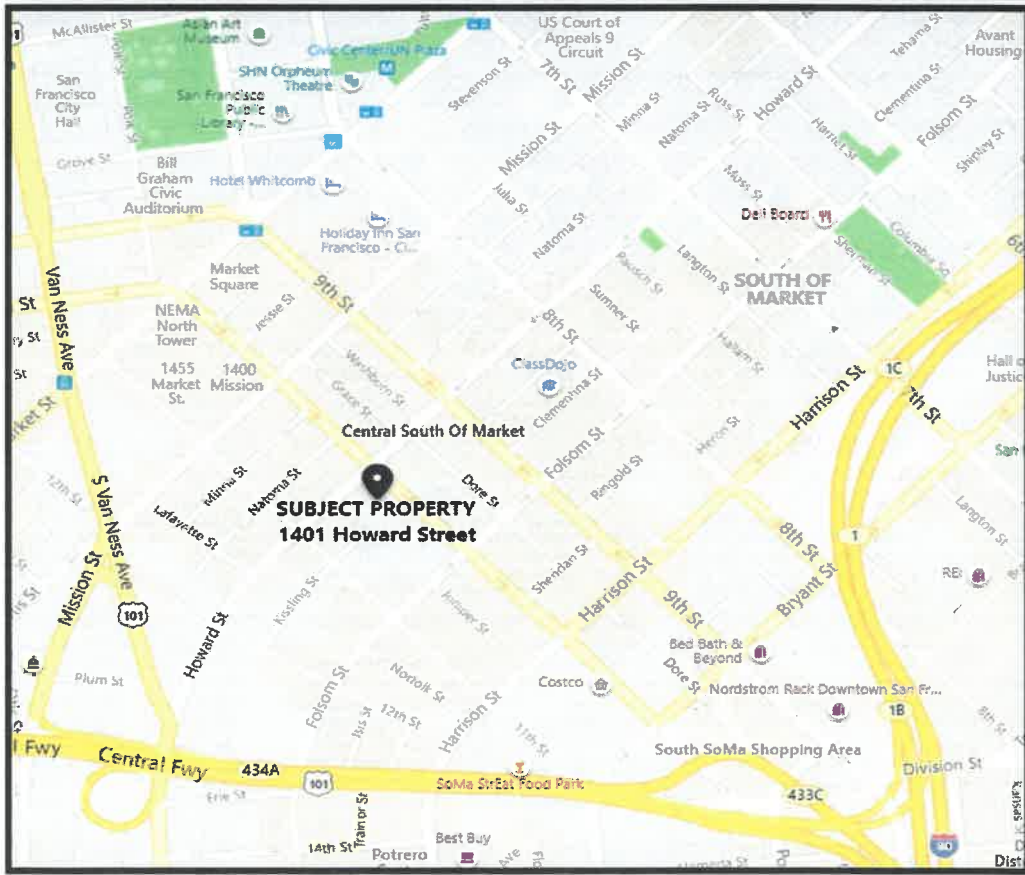


1401 Howard Street

**SUBJECT PHOTOGRAPH AND LOCATOR MAP**

**Address: 1401 Howard Street**

**APN: 3517-035**



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

<b>APN:</b>	3517-035	<b>Lien Date:</b>	7/1/2019
<b>Address:</b>	1401 Howard Street	<b>Application Date:</b>	5/24/2019
<b>SF Landmark No.:</b>	4/29/1900	<b>Application Term:</b>	10 years
<b>Applicant's Name:</b>	1401 Howard LLC		
<b>Agt./Tax Rep./Atty:</b>	Unknown	<b>Last Sale Date:</b>	3/26/2008
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$500,000
			(Assessment Appeals Board Value)

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$553,421	Land	\$7,620,000	Land	\$8,220,000
Imps.	\$17,905,319	Imps.	\$5,080,000	Imps.	\$5,480,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$18,458,740</b>	<b>Total</b>	<b>\$12,700,000</b>	<b>Total</b>	<b>\$ 13,700,000</b>

**Property Description**

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

**Total No. of Units:** 1

**Special Conditions (Where Applicable)**

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$18,458,740	\$841	\$ 18,458,740
Income Approach - Direct Capitalization	\$12,700,000	\$579	\$ 12,700,000
Sales Comparison Approach	\$13,700,000	\$624	\$ 13,700,000
<b>Recommended Value Estimate</b>	<b>\$ 12,700,000</b>	<b>\$ 579</b>	<b>\$ 12,700,000</b>

<b>Appraiser:</b> Jody Scott Reichel	<b>Principal Appraiser:</b> Orla Fahy	<b>Hearing Date:</b> Unknown
--------------------------------------	---------------------------------------	------------------------------

## INCOME APPROACH

**Address:** 1401 Howard Street

**Lien Date:** 7/1/2019

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

### Restricted Capitalization Rate

2019 interest rate per State Board of Equalization			4.7500%	
Risk rate (4% owner occupied / 2% all other property types)			2.0000%	
2019 property tax rate *			1.1630%	
Amortization rate for improvements only				
Remaining economic life (in years)	30	0.0333	<u>2.0000%</u>	
Improvements constitute % of total property value	60%			9.9130%

### **RESTRICTED VALUE ESTIMATE**

**\$12,716,815**  
**\$12,700,000 RD**

\* The 2019 property tax rate will be determined in September 2019. Rate utilized is from 2018.



# **Comparable Improved Sales Adjustment Grid**

**APN:** 3517-035  
**Address:** 1401 Howard Street

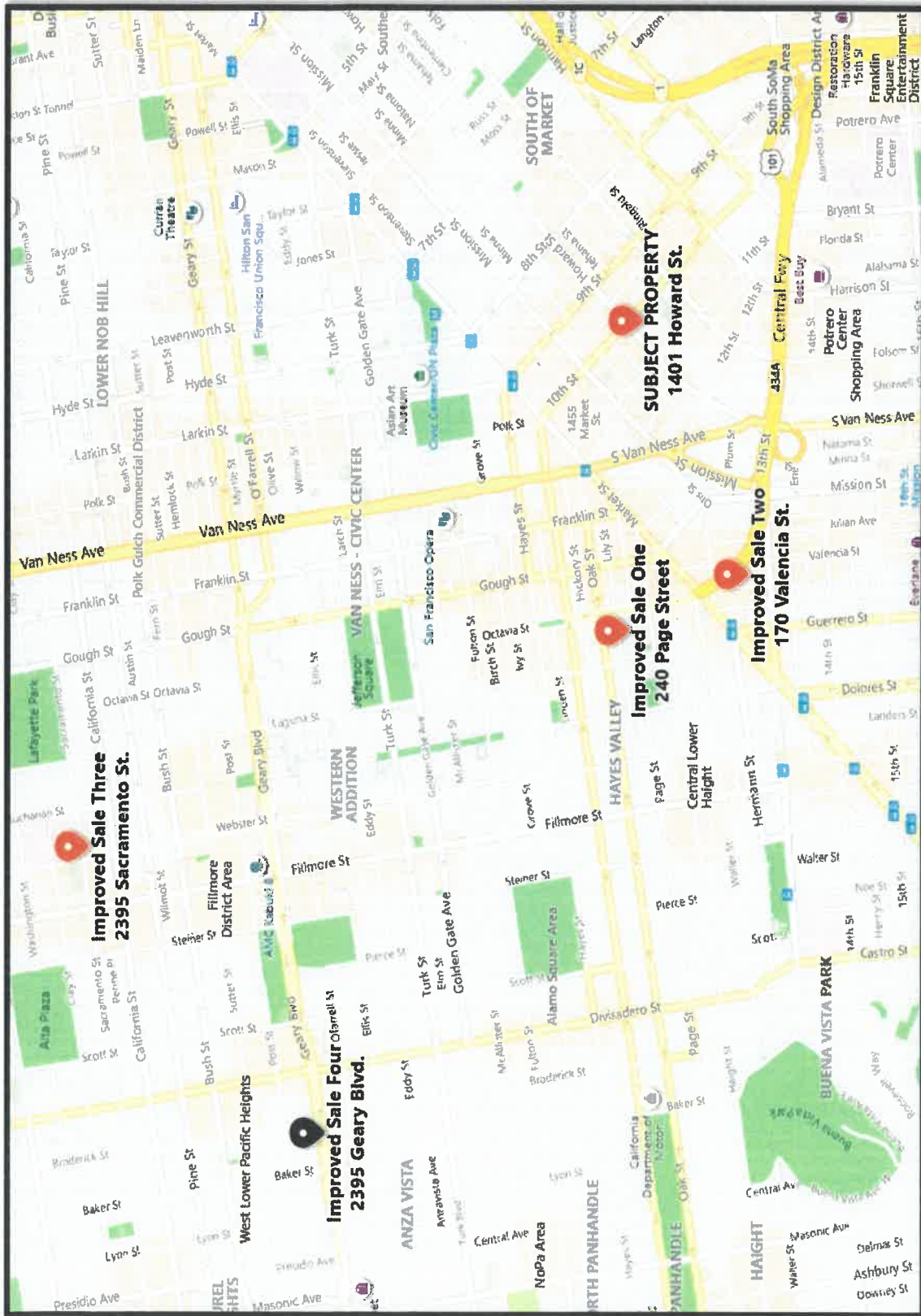
Sale No.	One	Two	Three	Four	SUBJECT
APN:	0839-032	3502-013	0637-015 & -016	1080-035	3517-035
Address	240 Page Street	170 Valencia Street	2395 Sacramento St.	2398 Geary Blvd.	1401 Howard St.
Sale Date	5/6/2019	12/31/2018	12/8/2017	3/11/2016	7/1/2019
Sale Price	\$2,780,000	\$9,600,000	\$9,500,000	\$4,400,000	
Size (SF)	5,495	23,270	20,110	7,937	21,943
Year Built	1909	1931	1912	1906	1913 / 2017
Price/SF	\$506	\$413	\$472	\$554	
Use	Former Church	Former Religious Hall	Former Library	Former Church	Former Church
Site Zoning	RM2	RTO	RM1	RH3	SLR
Site Size (SF)	3,968	8,250	15,105	5,031	26,811
Land: Bldg. Ratio	0.72	0.35	0.75	0.63	1.22
On Site Parking					
Ratio/1,000 SF NRA	0.23	0.00	0.00	0.00	0.00
Mos. Since Effective Date	2	6	19	39	
Time Adjustment	0%	3%	10%	15%	
Size Adjustment ( SF)	-5%	0%	0%	-5%	
Location Adj.	5%	5%	5%	5%	
Age / Condition Adj.	10%	20%	10%	20%	
Land: Bldg. Ratio	5%	10%	5%	5%	
Zoning Adj.	5%	5%	5%	5%	
Parking	-3%	0%	0%	0%	
Net Adj. Price/Gross Office SF	17%	43%	35%	45%	
Adjusted Price/SF Site Area	\$592	\$590	\$638	\$804	Concluded Value/SF
Indicated Value/ SF					\$625
Indicated Value/ SF					\$625/SF X 21,943 SF =
ROUNDED					\$13,714,375
					\$13,700,000

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.

Comparable Improved Sales Adjustment Grid

APN: 3517-035

Address: 1401 Howard Street



IMPROVED SALES MAP



## SAN FRANCISCO PLANNING DEPARTMENT

# 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.

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

## **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

- |   |                             |   |
|---|-----------------------------|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:   |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: See below  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> 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: |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> 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



**PAGE & TURNBULL**

imagining change in historic environments through design, research, and technology

APRIL 30, 2019

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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.

<b>1</b>	<b>Mills Act Application</b> Has each property owner signed? Has each signature been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>2</b>	<b>High Property Value Exemption Form &amp; Historic Structure Report</b> 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>
<b>3</b>	<b>Draft Mills Act Historical Property Contract</b> Are you using the Planning Department's standard "Historical Property Contract?" Have all owners signed and dated the contract? Have all signatures been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>4</b>	<b>Notary Acknowledgement Form</b> Is the Acknowledgement Form complete? Do the signatures match the names and capacities of signers?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>5</b>	<b>Draft Rehabilitation/Restoration/Maintenance Plan</b> 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>6</b>	<b>Photographic Documentation</b> Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>7</b>	<b>Site Plan</b> Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>8</b>	<b>Tax Bill</b> Did you include a copy of your most recent tax bill?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>9</b>	<b>Rental Income Information</b> Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>10</b>	<b>Payment</b> 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>11</b>	<b>Recordation Requirements</b> A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be <u>accompanied</u> 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 <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts. – 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).	YES <input type="checkbox"/> NO <input type="checkbox"/>

# APPLICATION FOR Mills Act Historical Property Contract

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

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

PROPERTY OWNER 1 NAME:	TELEPHONE:
1401 HOWARD LLC	(415) 640 - 0567
PROPERTY OWNER 1 ADDRESS:	EMAIL:
810 7TH STREET	sean@visitthemarket.com

PROPERTY OWNER 2 NAME:	TELEPHONE:
	( )
PROPERTY OWNER 2 ADDRESS:	EMAIL:

PROPERTY OWNER 3 NAME:	TELEPHONE:
	( )
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS:	ZIP CODE:
1401 HOWARD STREET	94103
PROPERTY PURCHASE DATE:	ASSESSOR BLOCK/LOT(S):
	3517 / 035
MOST RECENT ASSESSED VALUE:	ZONING DISTRICT:
\$ 15,797,197	RCD

Are taxes on all property owned within the City and County of San Francisco paid to date?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Is the entire property owner-occupied?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If No, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas) on a separate sheet of paper.	
Do you own other property in the City and County of San Francisco?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet of paper.	
Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If Yes, all outstanding enforcement cases must be abated and closed for eligibility for the Mills Act.	

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

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

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:
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

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property YES ☒ NO ☐

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property YES ☒ NO ☐

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and/or the California Historic Building Code. YES ☒ NO ☐

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property YES ☒ NO ☐

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

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

# _____ (Provide a scope number)	BUILDING FEATURE:
Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/> Completed <input type="checkbox"/> Proposed <input type="checkbox"/>
CONTRACT YEAR FOR WORK COMPLETION:	
TOTAL COST (rounded to nearest dollar):	
DESCRIPTION OF WORK:	
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.

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

## California Mills Act Historical Property Agreement

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 1401 HOWARD STREET, in San Francisco, California

PROPERTY ADDRESS

3517

/ 035

BLOCK NUMBER

LOT NUMBER

1401 HOWARD STREET

PROPERTY ADDRESS

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 JOSEPHS CHURCH

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 FIVE MILLION SEVEN HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED SEVENTY FOUR (\$ 5,725,874). See Rehabilitation Plan, Exhibit A.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately SIX HUNDRED SEVENTY THOUSAND, NINE HUNDRED SIXTY FIVE (\$ 670,965) annually. See Maintenance Plan, Exhibit B.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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

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

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

## 1. Application of Mills Act.

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

## 2. Rehabilitation of the Historic Property.

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

## 3. Maintenance.

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

## 4. Damage.

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

## 5. Insurance.

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

## 6. Inspections.

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

## 7. Term.

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

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

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

## 11. Payment of Fees.

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

## 12. Default.

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

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

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

### 13. Cancellation.

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

### 14. Cancellation Fee.

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

### 15. Enforcement of Agreement.

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

### 16. Indemnification.

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

### 17. Eminent Domain.

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

### 18. Binding on Successors and Assigns.

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

## 19. Legal Fees.

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

## 20. Governing Law.

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

## 21. Recordation.

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

## 22. Amendments.

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

## 23. No Implied Waiver.

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

## 24. Authority.

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

## 25. Severability.

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

## 26. Tropical Hardwood Ban.

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

## 27. Charter Provisions.

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



## 28. Signatures.

This Agreement may be signed and dated in parts

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

## 7. Notary Acknowledgment Form

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

State of California

County of: \_\_\_\_\_

On: \_\_\_\_\_ before me, \_\_\_\_\_ ,  
DATE INSERT NAME OF THE OFFICER

NOTARY PUBLIC personally appeared: \_\_\_\_\_ ,  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE

( PLACE NOTARY SEAL ABOVE )

REHABILITATION / RESTORATION & MAINTENANCE PLAN (CONTINUED/  
ATTACHMENT)

## Exhibit A. Rehabilitation/Restoration Plan

Scope: # 1			
Building Feature: Exterior Gates, Curbs, Fence, Piers, Granite Steps			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$25,000.00 <b>Source SOV #2920</b>			
<p>Description of work: Restoration and Repair of Exterior Gates, Curbs, Fences, Piers and Granite Steps</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ 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.</li> <li>▪ 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.</li> <li>▪ 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.</li> </ul>			

Scope: # 2			
Building Feature: Exterior Paint and Stucco Repair			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026			
Total Cost: \$146,950. <b>Source SOV #9900 (half), \$293850/2=\$146,950.</b>			
<p>Description of work: Façade Restoration and Full Repainting</p> <ul style="list-style-type: none"> <li>▪ The existing stucco was analyzed to determine if it was lime or Portland cement-based. These tests were performed by an architectural conservator.</li> <li>▪ Staining and soiling was removed by the gentlest means possible, this included light brushing and soiling was removed by the gentlest means possible, this included light brushing and water washing, and cleaning with a commercial agent.</li> <li>▪ 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.</li> <li>▪ Climbing vegetation such as ivy was removed.</li> <li>▪ Spalls and cracks through cement plaster were repaired. The cracks were routed and patched to match the existing adjacent texture, profile, and appearance.</li> <li>▪ The existing deteriorated or detached cement plaster was removed. Graffiti and stains were removed.</li> <li>▪ Unsound paint was removed and coated with a new breathable paint coating.</li> </ul>			

<b>Scope: # 3</b>			
Building Feature: Exterior _ Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$424,323. <b>Source SOV #7600 = \$434,323</b>			
Description of work: Repair and Restoration of Exterior Sheet Metal Elements <ul style="list-style-type: none"> <li>▪ Peeling or blistering paint was scraped or sanded.</li> <li>▪ Corrosion was removed with hand scrapers or a wire brush.</li> <li>▪ For panels with heavy corrosion and resulting perforation of the sheet metal unit, there were three options, dependent on severity and size:             <ol style="list-style-type: none"> <li>1. Corroded panels were removed and the unit was replaced with a new piece of sheet metal cut to the appropriate dimension and profile,</li> <li>2. The corroded area was cut out of existing sheet metal, a new piece was braze-welded and the joint was ground flat; or</li> <li>3. The corroded area was cut out of existing sheet metal and steel-filled epoxy compound was installed to patch small holes.</li> </ol> </li> <li>▪ All exposed metal was painted with a rust-inhibiting primer and two coats of color-appropriate outdoor paint.</li> <li>▪ Missing elements were replaced to maintain visual consistency.</li> </ul>			

<b>Scope: # 4</b>			
Building Feature: Exterior _ Wood-sash Windows and Steel Tracery			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$366,443. <b>Source SOV #6150 and # 8050 for \$96,867 and \$269,576 = 366,443</b>			
Description of Work: Repair, Restoration and Replacement of Windows <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ 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.</li> <li>▪ 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.</li> </ul>			

<b>Scope: # 5</b>			
Building Feature: Exterior _ Stained Glass Windows			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$81,260.00 <b>Source SOV #8070</b>			
Description of work: Repair and Restoration of Stained Glass Windows <ul style="list-style-type: none"> <li>▪ Documentation and restoration of the windows was performed by a professional conservator. Restoration included removal, transport, restoration, and reinstallation of the stained glass.</li> <li>▪ The wood and steel armatures remaining from the previous stained glass window installation were prepared and painted.</li> <li>▪ The remaining stained glass in the south wall of the kitchen was removed, salvaged, and reinstalled in the office on the first floor.</li> </ul>			

<b>Scope: # 6</b>			
<b>Building Feature: Exterior Skylight</b>			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$39,010.00 <b>Source SOV #8080</b>			
Description of work: Repair and Restoration of Exterior Skylight			
<ul style="list-style-type: none"> <li>The steel skylight remained in place and was repaired and cleaned.</li> <li>New tempered glazing and sealant was installed, and all work and flashing details were coordinated with the roof strengthening and re-roofing work.</li> </ul>			

<b>Scope: # 7</b>			
<b>Building Feature: Interior Structural Steel for Seismic</b>			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$571,841 <b>Source SOV 8 items #5050, 5070 and 5120</b>			
Description of work: Seismic Strengthening			
<ul style="list-style-type: none"> <li>Steel was fabricated and installed for seismic strengthening.</li> </ul>			

<b>Scope: # 8</b>			
<b>Building Feature: Interior Decorative Plaster</b>			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$1,350,577.00 <b>Source SOV #9050 , \$1,350,577</b>			
Description of work: Repair and Restoration of Interior Decorative Plaster			
<ul style="list-style-type: none"> <li>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.</li> <li>Non-historic wood veneer was removed so that plaster at the base of the wall could be restored and painted.</li> <li>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.</li> </ul>			

<b>Scope: # 9</b>			
<b>Building Feature: Interior Woodwork, Doors and Finish Hardware</b>			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$269,000.00 <b>Source SOV #8200</b>			
Description of work: Repair and Restoration of Interior Woodwork, Doors and Finish Hardware			
<ul style="list-style-type: none"> <li>Soiling was cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling.</li> <li>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.</li> <li>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.</li> <li>Where required by the level of damage, select areas of woodwork were refinished to match the original.</li> </ul>			

- 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	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$5,000.00 <b>Source From KFI (3/28/19 email)</b>			
Description of work: Restoration of Interior Marble			
<ul style="list-style-type: none"> <li>▪ Tape residue and soiling was removed with a gentle stone cleaner. Mock-ups were conducted to determine the most effective product.</li> <li>▪ 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.</li> <li>▪ Vinyl tiles and mastic were removed from the vestibule floor and cleaned using the gentlest means possible.</li> <li>▪ The marble floors were polished to restore luster</li> </ul>			

Scope: # 11			
Building Feature: Interior Nave Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$207,357 <b>Source (4 items) SOV #2050, #2250, #2300 and KFI, \$30,000 \$7,500 \$79,847 \$45,410 and \$44,600</b>			
Description of work:			
<ul style="list-style-type: none"> <li>▪ The existing (non historic) slab was removed</li> <li>▪ Soil was excavated and the surrounding soil was underpinned.</li> <li>▪ New foundations, with piers and grade beams were installed</li> <li>▪ New stage over the grade beams was installed in the apse.</li> </ul>			

Scope: # 12			
Building Feature: Interior Tower Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$573,000.00 <b>Source SOV #2450 and #2460 and KFI</b>			
Description of work:			
<ul style="list-style-type: none"> <li>▪ The concrete sloped floor was replaced with a new flat structural concrete slab.</li> <li>▪ New micropile foundations were installed in the towers.</li> <li>▪ The top 10 feet of the micro piles were cased in concrete.</li> <li>▪ Tower walls reinforced in concrete and covered in plaster.</li> </ul>			

Scope: # 13			
Building Feature: Exterior Lighting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			



Total Cost: \$92,625.00 <b>Source SOV #16080</b>
Description of work: <ul style="list-style-type: none"> <li>▪ The missing original fixtures on the main entry façade were replicated based on historic documentation.</li> <li>▪ Building façade lighting was replaced with LED fixtures to save energy.</li> </ul>

Scope: # 14
Building Feature: Interior Lighting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$135,281.00 <b>Source SOV #16070</b>
Description of work: Repair, Restoration and Replacement in kind of historic light fixtures: <ul style="list-style-type: none"> <li>▪ The historic light fixtures were cleaned and relamped.</li> <li>▪ The missing fixtures in the main sanctuary were replicated.</li> </ul>

Scope: # 15
Building Feature: Roof / Built-up Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$28,110.00 <b>Source SOV #7500</b>
Description of work: <ul style="list-style-type: none"> <li>▪ Existing built-up roofing was removed at the lower roofs.</li> <li>▪ New built-up roofing was installed over new structural decking.</li> </ul>

Scope: # 16
Building Feature: Roof / Slate Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018
Total Cost: \$258,950.00 <b>Source SOV #7300</b>
Description of work: <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ Deteriorated and broken tiles were replaced with salvaged stock or new tile to match the existing.</li> <li>▪ New felt underlayment and galvanized flashing was installed.</li> </ul>

Scope: # 17
Building Feature: Interior Painting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026
Total Cost: \$146,950.00 <b>Source SOV #9900 (half), \$293850/2=\$146,950</b>
Description of work: <ul style="list-style-type: none"> <li>▪ Tested bottom layer of paint to find original colors.</li> <li>▪ Interior plaster was painted, interior wood was refinished, and window mullions were repainted.</li> <li>▪ Lead paint was abated.</li> </ul>

Scope: # 18			
Building Feature: Roof / Sheet Metal Dome and Sheet Metal Crosses			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$60,000.00 <b>Source SOV #9950</b>			
Description of work:			
<ul style="list-style-type: none"> <li>Gold leaf was reapplied to the domes and crosses.</li> </ul>			

Scope: # 19			
Building Feature: ADA Upgrades _ Exterior Ramp			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: 12,000.00 <b>Conversation with contractor</b>			
Description of work:			
<ul style="list-style-type: none"> <li>Ramp provided at transept.</li> <li>Auto operator provided at existing door.</li> </ul>			

Scope: # 20			
Building Feature: Interior Painting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input type="checkbox"/> Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$50,000.00 <b>See Source SOV #9900</b>			
Description of work:			
<ul style="list-style-type: none"> <li>Partial repainting of interior walls.</li> </ul>			

Scope: # 21			
Building Feature: Exterior Painting of Cement Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$241,065.00 (Exterior painting costs in 2018 escalated 5%/yr for 8 years)			
<ul style="list-style-type: none"> <li>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.</li> </ul>			

## Exhibit B Maintenance Plan

Scope: # 1			
Building Feature: Site_ Landscape			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$40,000 (maintenance of 4,000/yr x 10yrs)			
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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 comes. 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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>	Completed      Proposed <input checked="" type="checkbox"/>
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.			

## REHABILITATION/ RESTORATION PLANS SUPPORTING DOCUMENTATION

## CONTRACTOR'S SCHEDULE OF VALUES

## HARD COST APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 6 PAGES

TO OWNER: 1401 Howard, LLC.

PROJECT: 1401 Howard Street

1401 Howard Street, San Francisco, CA

APPLICATION NO: 22

PERIOD TO:

1/31/2018

FROM CONTRACTOR: Palisade Builders, Inc.

1875 S. Bascom Ave. #2400, Campbell, CA 95008

CONTRACT DATE:

PROJECT MANAGER:

S. Clark

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY		
Total changes approved in previous months By Owner	ADDITIONS	DEDUCTIONS
Totals	2,001,881.73	
Total approved this Month	No.	Approval Date
NET CHANGES by Change Order	0.00	0.00

1. ORIGINAL CONTRACT SUM	\$ 11,111,908.00
2. NET CHANGES BY CHANGE ORDERS	\$ 2,001,881.73
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 13,113,789.73
4. TOTAL COMPLETED & STORED TO DATE	\$ 12,825,585.66
5. RETAINAGE:	\$ 958,053.01
6. TOTAL EARNED LESS RETAINAGE	\$ 11,867,532.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT*	\$ 11,553,903.06
8. CURRENT PAYMENT DUE	\$ 313,629.59
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,246,257.08

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR:

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

## OWNER'S CERTIFICATE FOR PAYMENT

## AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for)

Owner: 1401 Howard, LLC

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

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner to the best of his/her knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Architect: Page &amp; Turnbull

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



CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED  
IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

JOB #1600 - 1401 Howard Street, San Francisco, CA

APPLICATION NO : 22  
DATE : 1/31/2018  
PERIOD FROM : 1/1/2018  
PERIOD TO : 1/31/2018  
JOB # : 1600  
CONTRACT DATE:

A	B	C	Change Orders To Date (Thru POCO#11)	New Scheduled Value	D Work Completed		E This Period Work in Place (F - D)		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	% Complete (G / C)	H Balance to Finish (C-G)	I Retainage at 10%
ITEM NO.	Description of work	Scheduled Value			Previous Applications (D + E)								
1290	Weather Protection	\$ 25,000.00		\$ 25,000.00	\$ 24,231.49				\$ 24,231.49	97%	\$ 768.51	\$ 2,423.15	
1390	Hoisting/Equipment Rentals	\$ 110,000.00	\$ (3,544.02)	\$ 106,455.98	\$ 100,000.00	\$ 6,455.98			\$ 106,455.98	100%	\$ -	\$ 10,645.60	
1800	General Conditions/Supervision	\$ 800,000.00	\$ 343,000.00	\$ 1,143,000.00	\$ 1,050,000.00	\$ 73,321.77			\$ 1,123,321.77	98%	\$ 19,678.23	\$ -	
2050	Demo Existing Concrete SOG	\$ 37,500.00	\$ (7,500.00)	\$ 30,000.00	\$ 30,000.00	\$ -			\$ 30,000.00	100%	\$ -	\$ -	
2070	Selective Demolition	\$ 125,000.00	\$ 92,298.53	\$ 217,298.53	\$ 217,298.53	\$ -			\$ 217,298.53	100%	\$ -	\$ 15,479.85	
2080	Core Drilling	\$ 7,500.00		\$ 7,500.00	\$ 7,500.00				\$ 7,500.00	100%	\$ -	\$ 750.00	
2250	Underpinning pits/misc.	\$ -	\$ 79,847.59	\$ 79,847.59	\$ 79,847.59				\$ 79,847.59	100%	\$ -	\$ (0.00)	
2300	Spoils Removal	\$ 13,280.00	\$ 32,130.00	\$ 45,410.00	\$ 45,410.00	\$ -			\$ 45,410.00	100%	\$ -	\$ 4,541.00	
2310	Excavation	\$ 25,000.00	\$ 5,906.00	\$ 30,906.00	\$ 30,906.00	\$ -			\$ 30,906.00	100%	\$ -	\$ 3,090.60	
2450	Micropiles	\$ 328,000.00		\$ 328,000.00	\$ 328,000.00	\$ -			\$ 328,000.00	100%	\$ -	\$ -	
2460	Casing Upper 10' of each Micropile	\$ 36,000.00	\$ 24,000.00	\$ 60,000.00	\$ 60,000.00				\$ 60,000.00	100%	\$ -	\$ -	
2510	Domestic Water Underground	\$ 24,100.00	\$ (24,100.00)	\$ -					\$ -	100%	\$ -	\$ -	
2520	Sanitary Sewer & SD	\$ 143,440.00	\$ (36,000.00)	\$ 107,440.00	\$ 107,440.00	\$ -			\$ 107,440.00	100%	\$ -	\$ 10,744.00	
2800	Landscape, Irrigation & Planting	\$ 46,000.00	\$ 48,000.00	\$ 94,000.00	\$ 27,328.96	\$ 40,301.93			\$ 67,630.89	72%	\$ 26,369.11	\$ 6,763.09	
2810	Site Lighting (excludes fixtures)	\$ -	\$ 26,350.00	\$ 26,350.00	\$ 26,350.00	\$ -			\$ 26,350.00	100%	\$ -	\$ 2,635.00	
2860	Landscape Arbors	\$ -	\$ 15,000.00	\$ 15,000.00					\$ -	0%	\$ 15,000.00	\$ -	
2920	Fencing	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00		\$ 30,000.00			\$ 30,000.00	60%	\$ 20,000.00	\$ 3,000.00	
2950	Landscape Gas Lights (piping only)	\$ -	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ -			\$ 12,500.00	100%	\$ -	\$ 1,250.00	
2960	Joint French	\$ 25,000.00	\$ 60,000.00	\$ 85,000.00	\$ 85,000.00	\$ -			\$ 85,000.00	100%	\$ -	\$ 8,500.00	
3050	Rebar/Mesh, Shotcrete & CIP	\$ 1,245,000.00	\$ 70,728.00	\$ 1,315,728.00	\$ 1,315,728.00	\$ -			\$ 1,315,728.00	100%	\$ -	\$ 5,329.43	
3070	Struct. Excavation, Backfill & Offhaul	\$ 151,000.00	\$ (4,721.36)	\$ 146,278.64	\$ 146,278.64	\$ -			\$ 146,278.64	100%	\$ -	\$ 14,523.51	
3100	On Grade Site Concrete (Hardscape)	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00	\$ 70,815.67	\$ -			\$ 70,815.67	94%	\$ 4,184.33	\$ 7,081.57	
3200	Offsite Concrete	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 28,864.00	\$ -			\$ 28,864.00	58%	\$ 21,136.00	\$ 2,886.40	
3910	Misc. Concrete	\$ 50,000.00	\$ (50,000.00)	\$ -	\$ -	\$ -			\$ -	100%	\$ -	\$ -	
SUBTOTALS PAGE 1		\$ 3,316,820.00	\$ 733,894.74	\$ 4,050,714.74	\$ 3,793,498.88	\$ 150,079.68	\$ -	\$ 3,943,578.56	97%	\$ 107,136.18	\$ 99,643.20		

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED  
IN TABULATIONS BELOW. AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22  
DATE : 1/31/2018  
PERIOD FROM : 1/1/2018  
PERIOD TO : 1/31/2018  
JOB #: 1600

JOB #1600 - 1401 Howard Street, San Francisco, CA

CONTRACT DATE:

A ITEM NO.	B Description of work	C Scheduled Value	Change Orders To Date (Thru PCCO#11)	New Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	H % Complete (G / C)	I Balance to Finish (C-G)	J Retainage at 10%
					Previous Applications (D + E)	This Period Work in Place (F - D)					
4900	Masonry	\$ 20,000.00	\$ (20,000.00)	\$ -	\$ 235,000.00	\$ -	\$ -	\$ 235,000.00	100%	\$ -	\$ -
5050	Structural Steel	\$ 275,000.00	\$ (40,000.00)	\$ 235,000.00	\$ 311,841.09	\$ -	\$ -	\$ 311,841.09	100%	\$ -	\$ 23,500.00
5070	Structural Steel Installation	\$ 400,000.00	\$ (88,158.91)	\$ 311,841.09	\$ 317,143.00	\$ -	\$ -	\$ 317,143.00	100%	\$ -	\$ 31,184.11
5080	Mezzanine Steel	\$ 401,143.00	\$ (84,000.00)	\$ 317,143.00	\$ 317,143.00	\$ -	\$ -	\$ 317,143.00	100%	\$ -	\$ 31,714.30
5090	Mezzanine Bridge	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	100%	\$ -	\$ 5,000.00
5100	Mezzanine Glass Rail System	\$ 205,000.00	\$ (117,500.00)	\$ 87,500.00	\$ 83,696.20	\$ -	\$ -	\$ 83,696.20	96%	\$ 3,803.80	\$ 8,369.62
5110	Stairs	\$ 80,000.00	\$ (17,500.00)	\$ 62,500.00	\$ 31,250.00	\$ -	\$ -	\$ 31,250.00	50%	\$ 31,250.00	\$ 3,125.00
5120	Misc. Steel	\$ 26,000.00	\$ -	\$ 26,000.00	\$ 11,812.50	\$ -	\$ -	\$ 11,812.50	47%	\$ 13,187.50	\$ 1,181.25
5130	Supports for the 700 lb. Trough sink	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	100%	\$ -	\$ 750.00
6050	Cabinets	\$ 10,000.00	\$ (10,000.00)	\$ -	\$ 568,219.74	\$ 44,482.00	\$ -	\$ 612,701.74	96%	\$ 25,000.23	\$ 61,270.17
6100	Retrofit Carpentry	\$ 560,000.00	\$ 77,701.97	\$ 637,701.97	\$ 96,867.00	\$ -	\$ -	\$ 96,867.00	100%	\$ -	\$ 9,686.70
6150	Window Stop Repair	\$ 50,000.00	\$ 46,867.00	\$ 96,867.00	\$ 151,458.96	\$ -	\$ -	\$ 151,458.96	100%	\$ -	\$ 15,145.90
6160	Bell Tower Rot Repair	\$ -	\$ 151,458.96	\$ 151,458.96	\$ 21,895.57	\$ 20,000.00	\$ -	\$ 41,895.57	84%	\$ 8,104.43	\$ 4,189.56
6200	Trim Carpentry	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 349,060.84	\$ -	\$ -	\$ 349,060.84	100%	\$ -	\$ 33,406.08
6250	Scaffolding	\$ 175,000.00	\$ 174,060.84	\$ 349,060.84	\$ 165,000.00	\$ -	\$ -	\$ 165,000.00	100%	\$ -	\$ 16,500.00
6250	Bell Tower Scaffolding	\$ -	\$ 165,000.00	\$ 165,000.00	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
6500	Countertops	\$ 5,000.00	\$ (5,000.00)	\$ -	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00	100%	\$ -	\$ 3,500.00
7200	Additional under slab insulation	\$ -	\$ 35,000.00	\$ 35,000.00	\$ 258,950.00	\$ -	\$ -	\$ 258,950.00	100%	\$ -	\$ 25,895.00
7300	Slate Tile Roof	\$ 267,950.00	\$ (9,000.00)	\$ 258,950.00	\$ 28,110.00	\$ -	\$ -	\$ 28,110.00	100%	\$ -	\$ 2,811.00
7500	Lower Roof System	\$ 35,000.00	\$ (6,890.00)	\$ 28,110.00	\$ 434,323.47	\$ -	\$ -	\$ 434,323.47	100%	\$ -	\$ 43,432.35
7600	Fashing & Sheetmetal	\$ 200,000.00	\$ 234,323.47	\$ 434,323.47	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -	\$ 1,000.00
7900	Sealants & Caulking	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 269,576.22	\$ -	\$ -	\$ 269,576.22	100%	\$ -	\$ 26,957.62
8050	Windows	\$ 545,000.00	\$ (275,423.78)	\$ 269,576.22	\$ 81,260.67	\$ -	\$ -	\$ 81,260.67	100%	\$ -	\$ 8,126.07
8070	Stain Glass Repair	\$ 120,000.00	\$ (38,739.33)	\$ 81,260.67	\$ 39,010.06	\$ -	\$ -	\$ 39,010.06	100%	\$ -	\$ 3,901.01
8080	Skylight Repair	\$ -	\$ 39,010.06	\$ 39,010.06	\$ 264,631.12	\$ -	\$ -	\$ 264,631.12	98%	\$ 4,368.88	\$ 26,463.11
8200	Doors/Millwork & Finish Hardware	\$ 284,000.00	\$ (15,000.00)	\$ 269,000.00	\$ 1,350,577.80	\$ -	\$ -	\$ 1,350,577.80	100%	\$ -	\$ 135,057.78
9050	Plaster Repair	\$ 775,000.00	\$ 575,577.80	\$ 1,350,577.80	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00	100%	\$ -	\$ 7,000.00
9100	Metal Studs & Drywall	\$ 110,000.00	\$ (40,000.00)	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
9200	Scffit below Transept Café,	\$ -	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ 17,000.00	100%	\$ -	\$ 1,700.00
9400	Green Rm Stage Metal Framing	\$ -	\$ (30,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
9630	Flooring - Carpet Tile	\$ 78,000.00	\$ (78,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
9900	Painting	\$ 234,900.00	\$ 58,950.00	\$ 293,850.00	\$ 279,213.41	\$ -	\$ -	\$ 279,213.41	95%	\$ 14,636.59	\$ 27,921.34
9950	Gold Leaf at Dome	\$ -	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	100%	\$ -	\$ 6,000.00
SUBTOTALS PAGE 2		\$ 8,312,813.00	\$ 1,501,132.82	\$ 9,813,945.82	\$ 9,391,996.53	\$ 214,561.68	\$ -	\$ 9,606,458.21	98%	\$ 207,487.61	\$ 564,431.15

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED  
IN TABULATIONS BELOW. AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

JOB #1600 - 1401 Howard Street, San Francisco, CA

APPLICATION NO : 22  
APPLICATION DATE : 1/31/2018  
PERIOD FROM : 1/1/2018  
PERIOD TO : 1/31/2018  
JOB # : 1600  
CONTRACT DATE:

A ITEM NO.	B Description of work	C Scheduled Value	Change Orders To Date (Thru PCC#11)	New Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	% Complete (G / C)	H Balance to Finish (C-G)	I Retainage at 10%
					Previous Applications (D + E)	This Period Work in Place (F - D)					
10320	Fire Extinguishers	\$ 1,600.00		\$ 1,600.00		\$ 1,600.00		\$ 1,600.00	100%	\$ -	\$ 160.00
10400	Signage	\$ 6,500.00		\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100%	\$ -	\$ 650.00
10450	Mirrors	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		\$ 2,000.00	100%	\$ -	\$ 200.00
10530	Access Doors & Ladders	\$ 12,000.00		\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100%	\$ -	\$ 1,200.00
10600	Toilet Partitions	\$ 11,500.00		\$ 11,500.00	\$ 11,500.00	\$ -		\$ 11,500.00	100%	\$ -	\$ 1,150.00
10800	Bath Accessories	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 150.00
10910	Misc. Specialties/Bike Racks	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 150.00
11010	Appliances	\$ 2,500.00	\$ (2,500.00)	\$ -	\$ -	\$ -		\$ -	100%	\$ -	\$ -
12050	Window Coverings	\$ -		\$ -	\$ -	\$ -		\$ -	100%	\$ -	\$ -
13170	Interior Plaster/Panel Lead Abatement	\$ 100,000.00	\$ (97,670.27)	\$ 2,129.73	\$ 2,129.73	\$ -		\$ 2,129.73	100%	\$ (0.00)	\$ 212.97
13180	3rd Guano Abatement	\$ 12,500.00	\$ (3,200.00)	\$ 9,300.00	\$ 9,300.00	\$ -		\$ 9,300.00	100%	\$ -	\$ -
13190	Asbestos Abatement	\$ 16,000.00	\$ (1,543.00)	\$ 14,457.00	\$ 14,457.00	\$ -		\$ 14,457.00	100%	\$ -	\$ -
14200	Wheel Chair Lift	\$ 25,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00	\$ -		\$ 45,000.00	100%	\$ -	\$ 4,500.00
15050	Plumbing	\$ 105,000.00	\$ (21,000.00)	\$ 84,000.00	\$ 80,000.00	\$ 4,000.00		\$ 84,000.00	100%	\$ -	\$ 8,400.00
15150	Radiant Floor Heat	\$ 145,000.00	\$ 7,500.00	\$ 152,500.00	\$ 152,500.00	\$ -		\$ 152,500.00	100%	\$ -	\$ 15,250.00
15400	Ventilation	\$ 185,000.00	\$ 10,000.00	\$ 195,000.00	\$ 181,171.20	\$ 13,828.80		\$ 186,372.00	96%	\$ 8,628.00	\$ 18,637.20
16050	Electrical	\$ 353,000.00	\$ 643,000.00	\$ 996,000.00	\$ 968,728.38	\$ 27,271.62		\$ 986,114.03	93%	\$ 9,885.97	\$ 98,611.40
16070	Fixtures	\$ 50,000.00	\$ 85,281.00	\$ 135,281.00	\$ 126,327.00	\$ 8,954.00		\$ 126,327.00	92%	\$ 8,954.00	\$ 12,632.70
16080	Site Lighting Fixtures	\$ -	\$ 92,625.00	\$ 92,625.00	\$ 78,683.00	\$ 13,942.00		\$ 84,872.00	92%	\$ 7,753.00	\$ 8,487.20
16090	Access Control / Intercom	\$ -	\$ 27,469.00	\$ 27,469.00	\$ 27,469.00	\$ -		\$ 27,469.00	100%	\$ -	\$ 2,746.90
16100	CCTV System	\$ -	\$ 15,484.00	\$ 15,484.00	\$ 4,645.20	\$ 10,838.80		\$ 15,484.00	100%	\$ -	\$ 1,548.40
16150	WiFi System	\$ -	\$ 18,360.00	\$ 18,360.00	\$ 9,180.00	\$ 9,180.00		\$ 18,360.00	100%	\$ -	\$ 1,836.00
16160	Music Speaker System	\$ -	\$ 51,248.00	\$ 51,248.00	\$ 51,248.00	\$ -		\$ 51,248.00	100%	\$ -	\$ 5,124.80
16170	Commissary Service Upgrade	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -		\$ 6,000.00	100%	\$ -	\$ 600.00
16180	Service Location Chg & Misc. Mods	\$ -	\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	\$ -		\$ 9,975.00	100%	\$ -	\$ 997.50
16200	Low Voltage	\$ 150,000.00	\$ (60,000.00)	\$ 90,000.00	\$ 83,072.13	\$ 6,927.87		\$ 83,072.13	92%	\$ 6,927.87	\$ 8,307.21
16300	Telephone Data	\$ -	\$ 6,248.00	\$ 6,248.00	\$ 6,248.00	\$ -		\$ 6,248.00	100%	\$ -	\$ 624.80
16400	Lighting Control System	\$ -	\$ 124,790.00	\$ 124,790.00	\$ 109,637.10	\$ 15,152.90		\$ 121,819.00	98%	\$ 2,971.00	\$ 12,181.90
16500	Engineering	\$ -	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ -		\$ 27,500.00	100%	\$ -	\$ 2,750.00
17000	Additional Tenant Improvements	\$ 240,000.00	\$ (240,000.00)	\$ -	\$ -	\$ -		\$ -	100%	\$ -	\$ -
17001	Red Room - Ceiling restoration	\$ -	\$ 40,749.25	\$ 40,749.25	\$ 40,749.25	\$ -		\$ 40,749.25	100%	\$ -	\$ 4,074.93
17002	West Tower - X brace & spiral stair	\$ -	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00		\$ 30,000.00	75%	\$ 10,000.00	\$ 3,000.00
17003	East Tower - X brace	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100%	\$ -	\$ 2,000.00
SUBTOTALS PAGE 3		\$ 9,733,413.00	\$ 2,321,248.80	\$ 12,054,661.80	\$ 11,479,698.22	\$ 312,356.13	\$ -	\$ 11,792,054.35	98%	\$ 262,607.45	\$ 880,615.08

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT. CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED  
IN TABULATIONS BELOW. AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

JOB #1600 - 1401 Howard Street, San Francisco, CA

APPLICATION NO : 22  
DATE : 1/31/2018  
PERIOD FROM : 1/1/2018  
PERIOD TO : 1/31/2018  
JOB # : 1600  
CONTRACT DATE:

A ITEM NO.	B Description of work	C Scheduled Value	Change Orders To Date (Thru PCCO#11)	New Scheduled Value	D Work Completed		E This Period Work In Place (F - D)		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	% Complete (G / C)	H Balance to Finish (C-G)	I Retainage at 10%
					Previous Applications (D + E)	Work Completed Period (F - D)							
	DIRECT COSTS:												
	Division 1 - General Requirements	\$ 935,000.00	\$ 339,455.98	\$ 1,274,455.98	\$ 1,174,231.49	\$ 79,777.75			-	\$ 1,254,009.24	98%	\$ 20,446.74	\$ 13,068.75
	Division 2 - Site Improvements	\$ 835,820.00	\$ 353,432.12	\$ 1,189,252.12	\$ 1,057,581.08	\$ 70,301.93			-	\$ 1,127,883.01	95%	\$ 61,369.11	\$ 56,753.54
	Division 3 - 17 Bldg. Improvements	\$ 7,962,593.00	\$ 1,628,360.70	\$ 9,590,953.70	\$ 9,247,885.65	\$ 162,276.45			-	\$ 9,410,162.10	98%	\$ 180,791.60	\$ 810,792.79
	TOTAL DIRECT COST	\$ 9,733,413.00	\$ 2,321,248.80	\$ 12,054,661.80	\$ 11,479,698.22	\$ 312,356.13			-	\$ 11,792,054.35	98%	\$ 262,607.45	\$ 880,615.08
9000	OVERHEAD & PROFIT	\$ 632,672.00	\$ 119,247.56	\$ 751,919.56	\$ 722,925.28	\$ 12,613.91				\$ 735,539.19	96%	\$ 16,380.36	\$ 73,553.92
8000	CONSTRUCTION CONTINGENCY 1.5%	\$ 486,671.00	\$ (486,671.00)	\$ -	\$ -					\$ -	100%	\$ -	\$ -
102	CCIP INSURANCE	\$ 259,152.00	\$ 48,056.36	\$ 307,208.36	\$ 282,631.70	\$ 15,360.42				\$ 297,992.12	97%	\$ 9,216.26	\$ 3,884.01
	TOTAL GUARANTEED MAXIMUM PRICE	\$ 11,111,908.00	\$ 2,001,881.74	\$ 13,113,789.73	\$ 12,485,555.20	\$ 340,330.46			-	\$ 12,825,585.66	98%	\$ 288,204.07	\$ 958,053.01

## 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 re-use, while adapting it to a new future.

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

**LEGACY BUSINESS** – not applicable – yet.

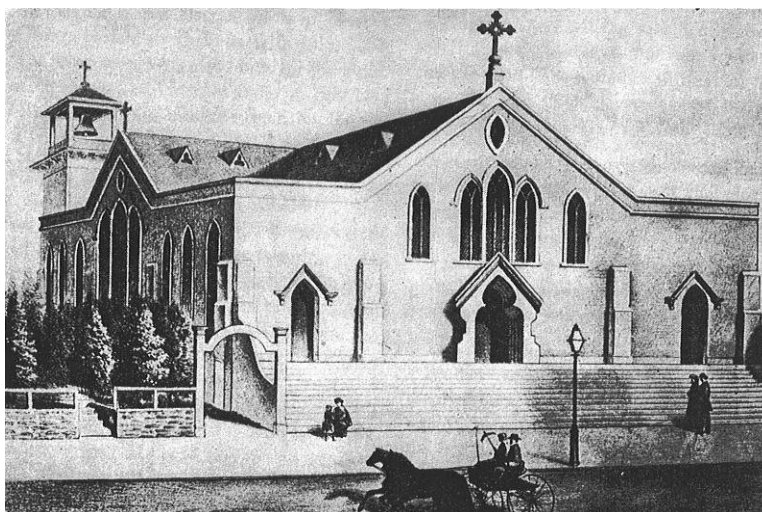


### III. HISTORIC STRUCTURE REPORT

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 10<sup>th</sup> 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.<sup>1</sup> **(Figure 1).**



**Figure 1. St. Joseph's Church, 1861.**

**Source: "History of St. Joseph's Parish," Diamond Jubilee of St. Joseph's Church: 1861-1936 (San Francisco: unpublished pamphlet, 29 October 1936).**

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 10<sup>th</sup> 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 10<sup>th</sup> Street, and in 1867, this church was expanded to accommodate additional parishioners.<sup>2</sup>

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

<sup>1</sup> Archdiocese of San Francisco, "The History of St. Joseph's Parish," in Archdiocese of San Francisco Archives.

<sup>2</sup> Ibid.; "History of St. Joseph's Parish," *Diamond Jubilee of St. Joseph's Church: 1861-1936* (San Francisco: unpublished pamphlet, 29 October 1936).

City Gardens. This building was purchased from the city and moved from its original location at 12<sup>th</sup> and Folsom streets to the corner of 10<sup>th</sup> 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.<sup>3</sup>

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.<sup>4</sup> **(Figure 2).**



**Figure 2. Father Patrick E. Mulligan, 1906.**  
**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 17<sup>th</sup> and Bryant streets<sup>5</sup>. 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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<sup>3</sup> Ibid.

<sup>4</sup> Ibid.

<sup>5</sup> *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.<sup>6</sup>



**Figure 3. "Architect's Drawing of Proposed St. Joseph's Church," 1913.**  
Source: *San Francisco Examiner*, 27 April 1913.



**Figure 4. St. Joseph's Church interior, 1915.**  
Source: *San Francisco Chronicle*, 27 June 1915.

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<sup>6</sup> 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.<sup>7</sup> The cornerstone for St. Joseph's Church was laid by Archbishop Riordan on April 27, 1913, and construction was completed one year later.<sup>8</sup> St. Joseph's Church was dedicated in November 1914, and the altars were consecrated in June 1915.<sup>9</sup> (**Figure 4**). Father Richard Collins succeeded Father Mulligan as pastor on March 1, 1929.<sup>10</sup>

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.<sup>11</sup> 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.<sup>12</sup> 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.<sup>13</sup> (**Figure 5**).



**Figure 5. Grotto in courtyard, n.d.**  
**Source: Willard, Sacred Places of San Francisco, 108.**

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

<sup>7</sup> Archdiocese of San Francisco Archives.

<sup>8</sup> *San Francisco Examiner* (San Francisco), 27 April 1913.

<sup>9</sup> *San Francisco Chronicle* (San Francisco), 23 November 1914, 27 June 1915.

<sup>10</sup> "History of St. Joseph's Parish," *Diamond Jubilee of St. Joseph's Church*.

<sup>11</sup> "St. Joseph's Church," National Register of Historic Places Nomination Form (23 November 1981).

<sup>12</sup> Building Permit Applications.

<sup>13</sup> Ruth Hendricks Willard and Carol Green Wilson, *Sacred Places of San Francisco* (Novato: Presidio Press, 1985), 107.



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).<sup>14</sup>

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.<sup>15</sup> 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 10<sup>th</sup> & 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.<sup>16</sup> A 16’ x 20’ wood-frame horse stable was also constructed on the St. Joseph’s Church site.<sup>17</sup>

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.<sup>18</sup> 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.<sup>19</sup>

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<sup>14</sup> Burns, *History of the Archdiocese of San Francisco*, vol. III, 32; “St. Joseph’s Church,” National Register of Historic Places Nomination Form (23 November 1981).

<sup>15</sup> Burns, *History of the Archdiocese of San Francisco*, vol. III, 45.

<sup>16</sup> San Francisco Architectural Heritage, Vertical Files: “220 10<sup>th</sup> 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.

<sup>17</sup> Building Permit Application #8225 (20 February 1907).

<sup>18</sup> 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.

<sup>19</sup> 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.<sup>20</sup> The steel-frame masonry church was dedicated in November 1914, and the altars were consecrated in June 1915.<sup>21</sup>

Circa 1915: Alterations to Parish Hall—two 35' towers added to primary façade of parish hall by architect John J. Foley.<sup>22</sup>

### 1920s-1940s

No activity recorded. (Figure 6).

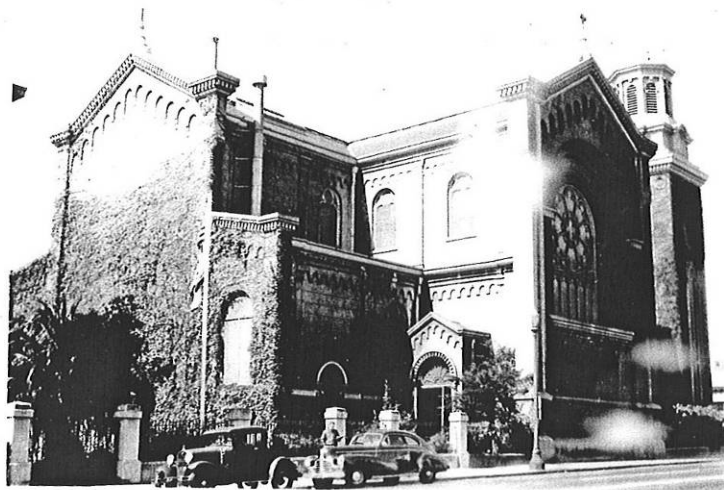


Figure 6. St. Joseph's Church, 1946.

Source: St. Paul Fire and Marine Insurance Company, "St. Joseph's Church," (San Francisco: unpublished case report, 1 October 1946), in Archdiocese of San Francisco Archives.

### 1950s

Circa 1950: Construction of rock-like concrete grotto, built as a shrine to Our Lady of Fatima (demolished in 1999).<sup>23</sup>

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 10<sup>th</sup> Street side; install 4 overhead doors in existing ports; repair stained glass windows.  
Other buildings—various alterations and demolition work.<sup>24</sup>

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

<sup>20</sup> *San Francisco Call-Bulletin* (San Francisco), 28 April 1913.

<sup>21</sup> *San Francisco Chronicle* (San Francisco), 23 November 1914, 27 June 1915; *San Francisco Examiner* (San Francisco), 23 November 1914.

<sup>22</sup> Sanborn Fire Insurance Maps (1913, 1929, & 1986); San Francisco Architectural Heritage, Vertical Files: "220 10<sup>th</sup> Street." Note: The building appears without the towers on the 1913 Sanborn Map, but did appear on a 1929 Sanborn Map.

<sup>23</sup> "St. Joseph's Church and Complex," National Register of Historic Places Nomination Form (23 November 1981).

<sup>24</sup> Building Permit Application #151746 (11 December 1952); Wilton Smith, San Francisco, to Rev. Msgr. Harold E. Collins, San Francisco, 26 December 1952, in Archdiocese of San Francisco Archives.



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.<sup>25</sup>

### 1960s

1960: Permit issued for the construction of a four-car concrete garage at 220 10<sup>th</sup> 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.<sup>26</sup> St. Joseph's School at 250 10<sup>th</sup> Street was also constructed by architect Wilton Smith at this time.<sup>27</sup>

1961: Permit issued for erection of concrete building at 244 10<sup>th</sup> 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.<sup>28</sup>

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.<sup>29</sup>  
Parish Hall—create new door openings and concrete stairs with railings; install new heaters and exhaust fans; install new vinyl asbestos floor covering.<sup>30</sup>

### 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.<sup>31</sup>

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.<sup>32</sup>

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

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.<sup>34</sup>

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<sup>25</sup> Building Permit Application #337884 (15 December 1956).

<sup>26</sup> Building Permit Application #237643 (17 June 1960).

<sup>27</sup> Sanborn Fire Insurance Map, San Francisco (1986).

<sup>28</sup> Building Permit Application #244156 (1 February 1961).

<sup>29</sup> Building Permit Application #349245 (13 October 1967).

<sup>30</sup> Building Permit Application #349244 (13 October 1967).

<sup>31</sup> Building Permit Application #8502825 (20 March 1985).

<sup>32</sup> Burns, *History of the Archdiocese of San Francisco*, vol. III, 45.

<sup>33</sup> Ibid.

<sup>34</sup> 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.<sup>35</sup>

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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<sup>35</sup> "St. Joseph's Church," Landmarks Preservation Advisory Board Case Report #2003.0197A (21 May 2003).

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.<sup>36</sup>

### 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.<sup>37</sup> 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

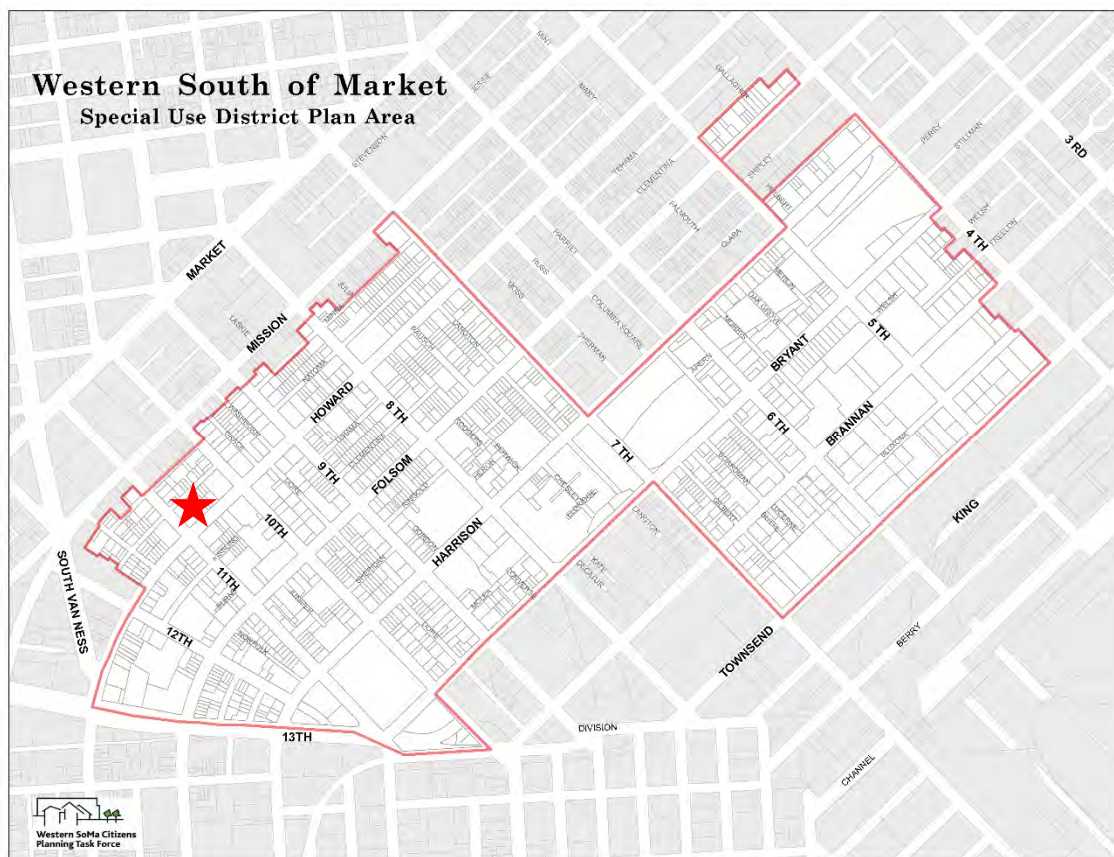
The South of Market Area Plan (Area Plan or Plan) is a component of the city's General Plan that contains a set of objectives and policies created by the San Francisco Planning Department to guide decisions affecting the development of San Francisco's South of Market neighborhood. The South of Market 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

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<sup>36</sup> "St. Joseph's Church and Complex," National Register of Historic Places Nomination Form (23 November 1981).

<sup>37</sup> "Final Case Report: St. Joseph's Church & Complex," San Francisco Landmarks Preservation Advisory Board Nomination Form (5 March 1980).

Second Streets.<sup>38</sup> 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.<sup>39</sup>



**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.**

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.

<sup>38</sup> San Francisco Planning Department, *Area Plan: South of Market*, 6 July 1995, <[http://www.sfgov.org/site/planning\\_index.asp?id=24896](http://www.sfgov.org/site/planning_index.asp?id=24896)> (1 November 2007).

<sup>39</sup> San Francisco Planning Department, *Area Plan: South of Market*, 6 July 1995, <[http://www.sfgov.org/site/planning\\_index.asp?id=24896](http://www.sfgov.org/site/planning_index.asp?id=24896)> (1 November 2007).

## 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

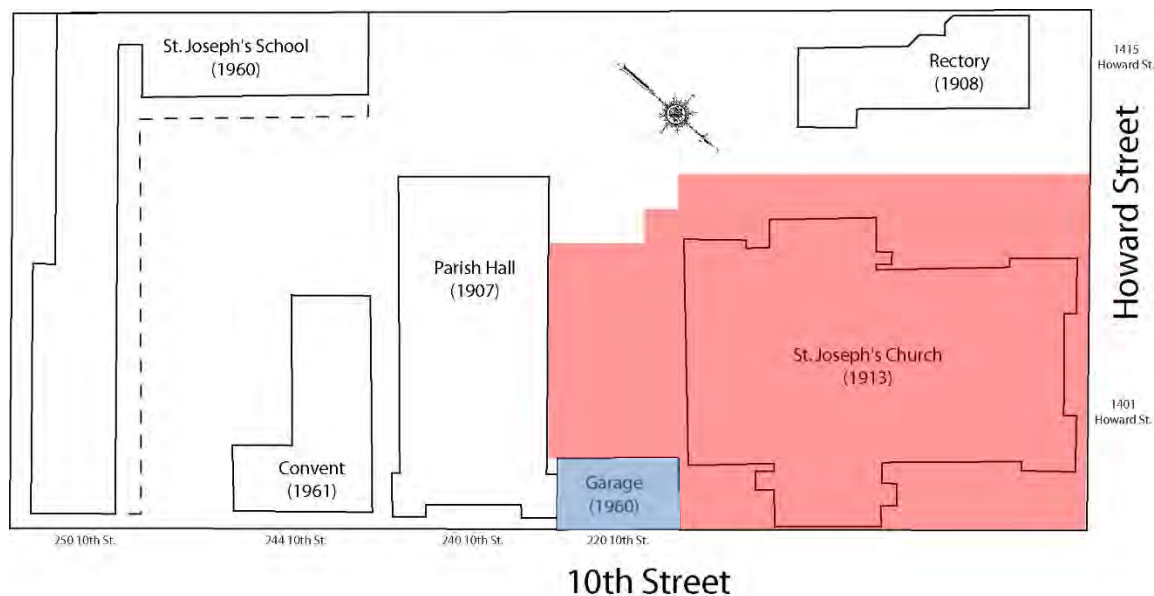
The character-defining features of the overall site include, but are not limited to:

- 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.



**Figure 8. Site plan of the former St. Joseph's Church complex. The parcel on which the church is located (APN 3517/035) is shown in red. The rectory, parish hall, convent, and school buildings are no longer associated with St. Joseph's Church. The garage has since been demolished, and the parcel (APN 3517/036) is now associated with the subject building, shown in blue.**

Source: Page & Turnbull.

## 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.





**Figure 9. St. Joseph's Church. View south from Howard Street. Source: Rick Stapleton, September 2018.**



**Figure 10. Main entrance to St. Joseph's Church. Source: Page & Turnbull, April 2019.**

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 10<sup>th</sup> Street sidewalk (**Figure 12**). A covered, concrete stairwell provides access to a door below ground level, north of the east transept.

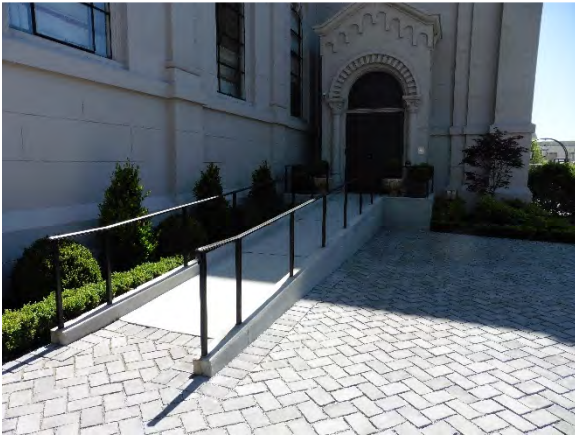


**Figure 11. Detail of corbel table and cornice on the transept. Source: Rick Stapleton, September 2018.**

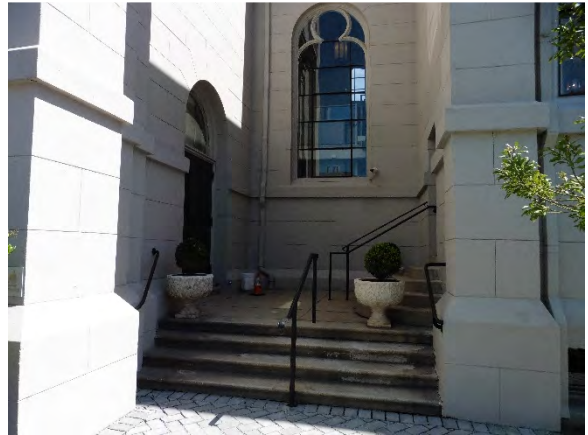


**Figure 12. Contemporary steel planter at transept of east façade. Source: Page & Turnbull, April 2019.**

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**).



**Figure 13. Accessible concrete ramp on the west façade.**



**Figure 14. Recessed area between the west transept (left) and projecting bay (right).**

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.





**Figure 15. St. Joseph's Church, south and west façades. View north from midblock.**  
Source: Google Maps, 2019.



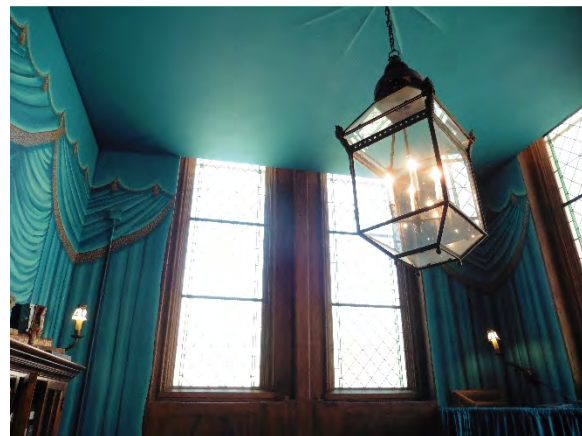
**Figure 16. Structural metal frame with mesh screen and climbing vines on rear (south) façade.**  
Source: Page & Turnbull, April 2019.

### 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.



**Figure 17. Narthex, looking east.** Source: Page & Turnbull, April 2019.



**Figure 18. Former baptistery, west of the narthex, with painted mural.** Source: Page & Turnbull, April 2019.

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.



**Figure 19. St. Joseph's Church interior, looking north toward choir loft. Source: Page & Turnbull, April 2019.**



**Figure 20. St. Joseph's Church apse, looking south. Source: Page & Turnbull, April 2019.**

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.



**Figure 21. Former sacristy, with a contemporary painted mural. Source: Page & Turnbull, April 2019.**

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**).



**Figure 22. Non-original mezzanine along the aisles and spanning the nave, looking north. Source: Page & Turnbull, April 2019.**



**Figure 23. Mezzanine balustrade, looking down toward the nave. Source: Page & Turnbull, April 2019.**





**Figure 24.** Servery area below the mezzanine in the west transept, looking northwest. Source: Page & Turnbull, April 2019.



**Figure 25.** Wheelchair elevator accessing the mezzanine at the west end of the apse, looking south. Source: Page & Turnbull, April 2019.

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 altar 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.



**Figure 26.** View of mezzanine level east transept. Restrooms are located behind the partial-height wall. Source: Page & Turnbull, April 2019.



**Figure 27.** Restrooms, including a marble altar converted to sinks, on the mezzanine level of the east transept. Source: Page & Turnbull, April 2019.





Figure 28. West tower, featuring seismic bracing and a spiral staircase. Source: Page & Turnbull, April 2019.



Figure 29. Small room at top of west tower, with rose windows. Source: Page & Turnbull, April 2019.

## 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.



Figure 30. Concrete parking area southeast of St. Joseph's Church, at the former location of the garage, looking south.



Figure 31. Courtyard at northwest corner of the site, looking north.

### **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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## 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 40 a 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 flaking.
- 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 comes, 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 comes (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.**

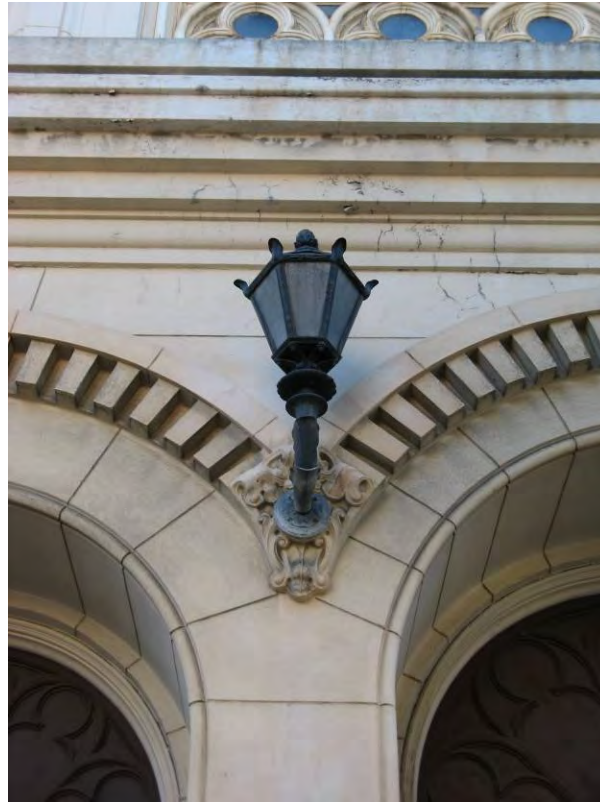




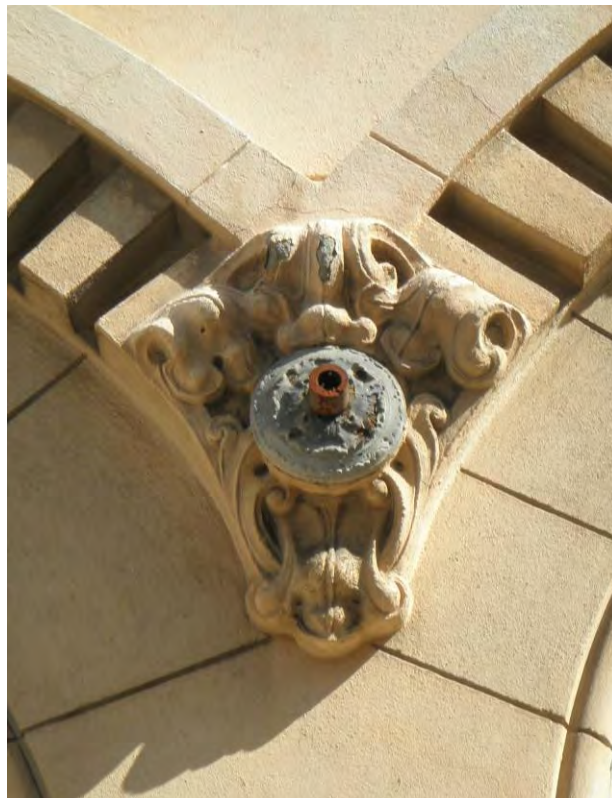
**Figure 34a. East nave façade, showing soiling, water staining and hairline cracking of stucco.**



**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.

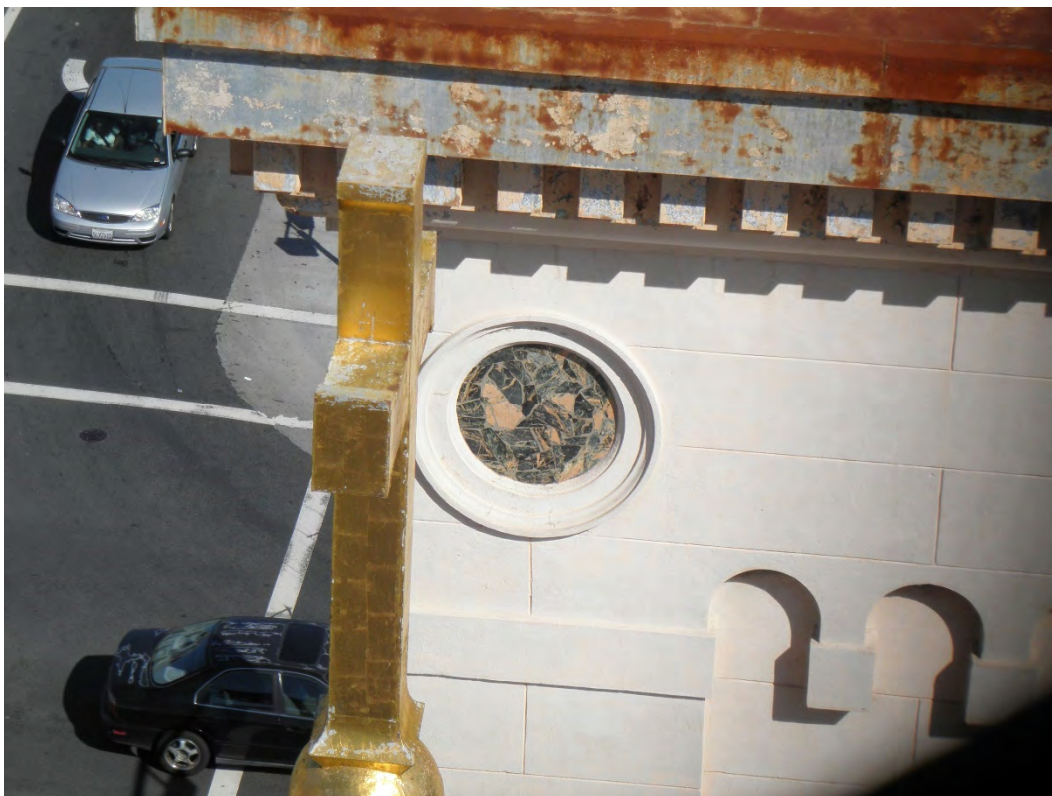


Figure 36b. The rooftop crosses require minor sheet metal and gilding repair.



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.**





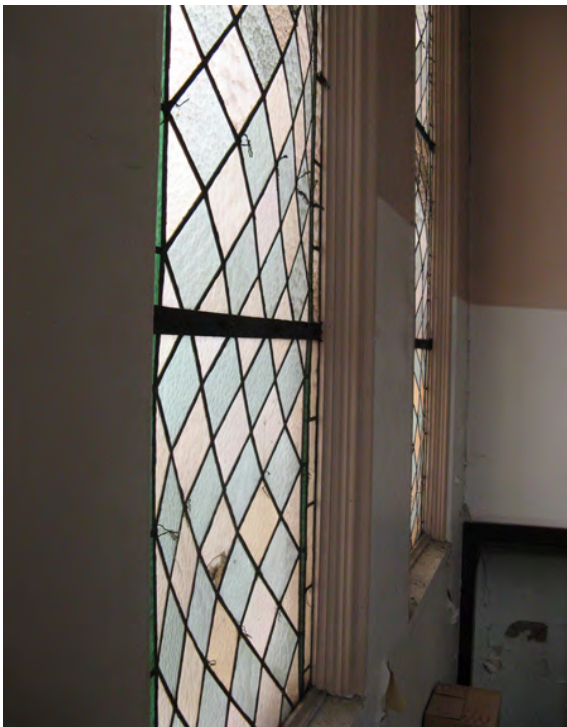
**Figure 41a. Blistering of varnish on an oak door caused by moisture penetration.**



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



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

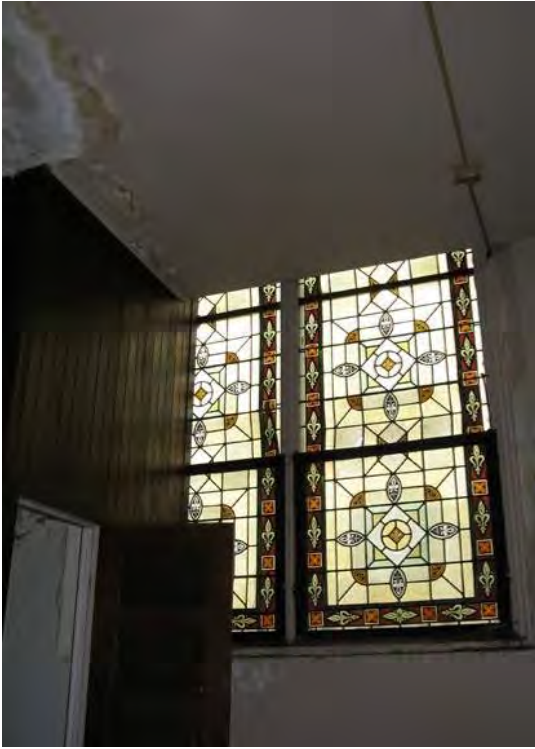


**Figure 42 b. East tower, east windows, showing bowing of windows due to sagging lead comes or detachment from saddle bars.**



**Figure 42c. Breakage and loss of colored glass panes due to distortion of lead comes.**





**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 10<sup>th</sup> 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)

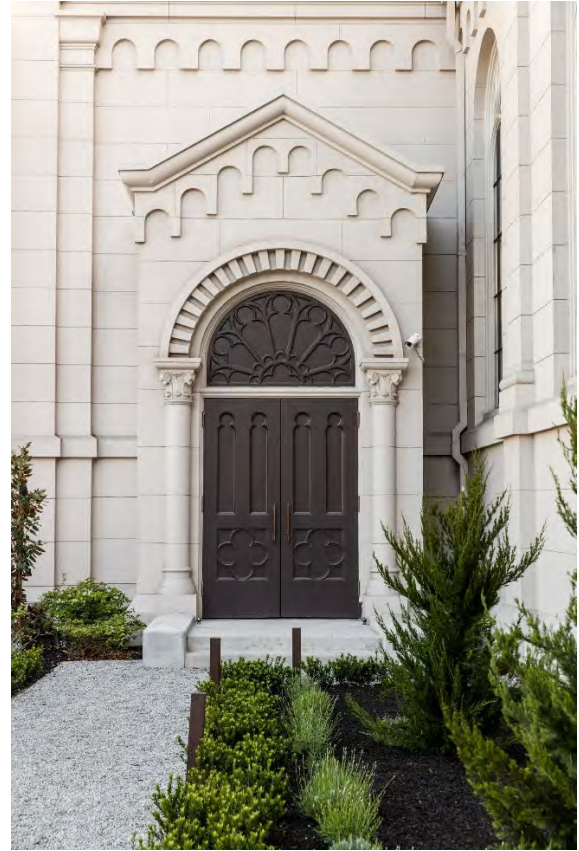


Figure 47. North portal on east transept. (Page & Turnbull, 05/25/2018)



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)**

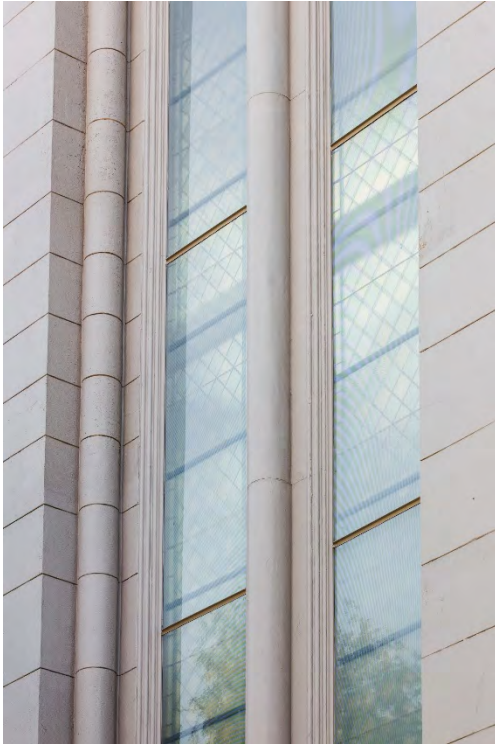


**Figure 58. Cornice above main entry façade after restoration. (Rich Stapleton, 05/21/2018)**



**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)

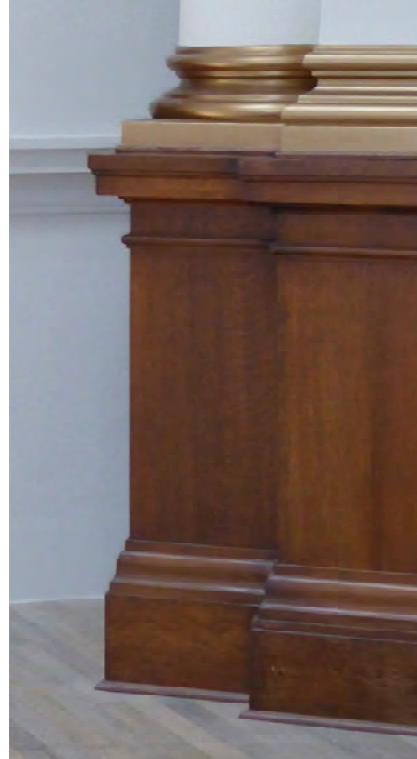


Figure 74. Wood finish detail after restoration (Page & Turnbull, 05/25/2018).

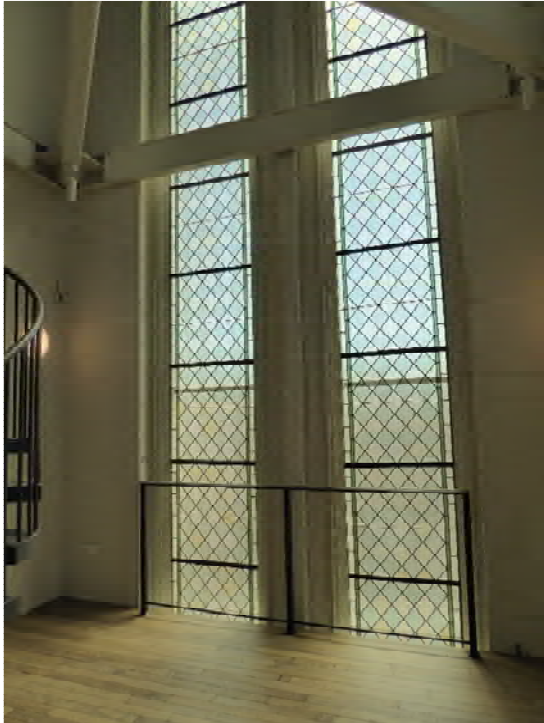


Figure 75. East tower, east windows after restoration (Page & Turnbull, 05/25/2018)



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



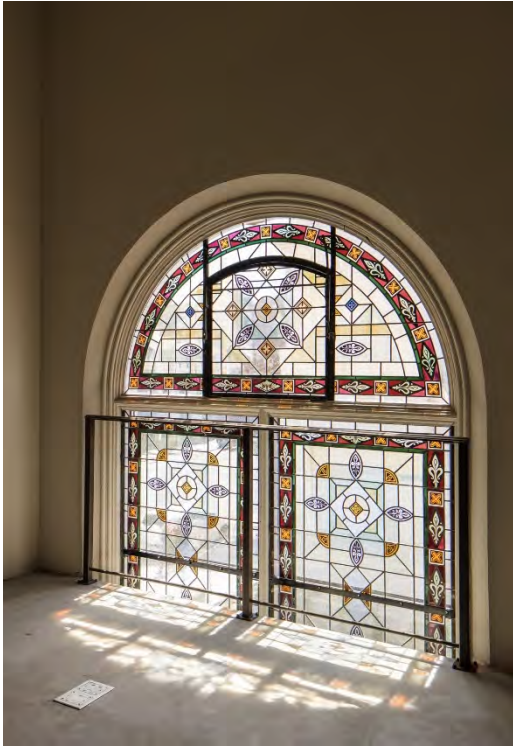


Figure 77. Detail, stained glass window. (Page & Turnbull, 05/25/2018).



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

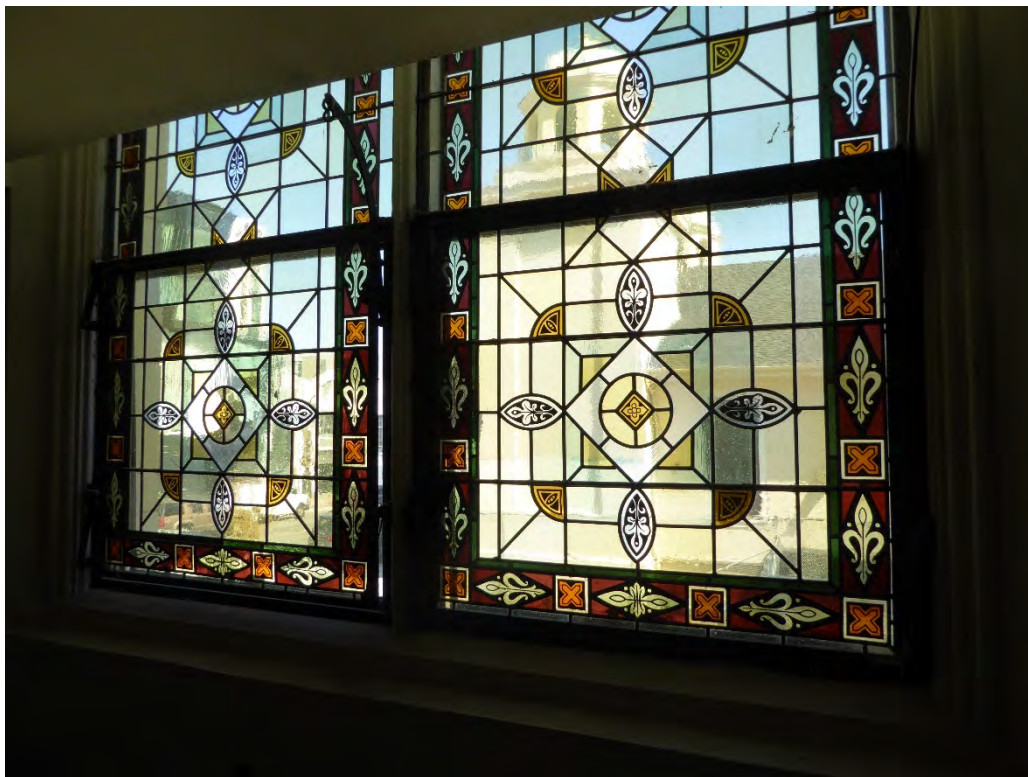
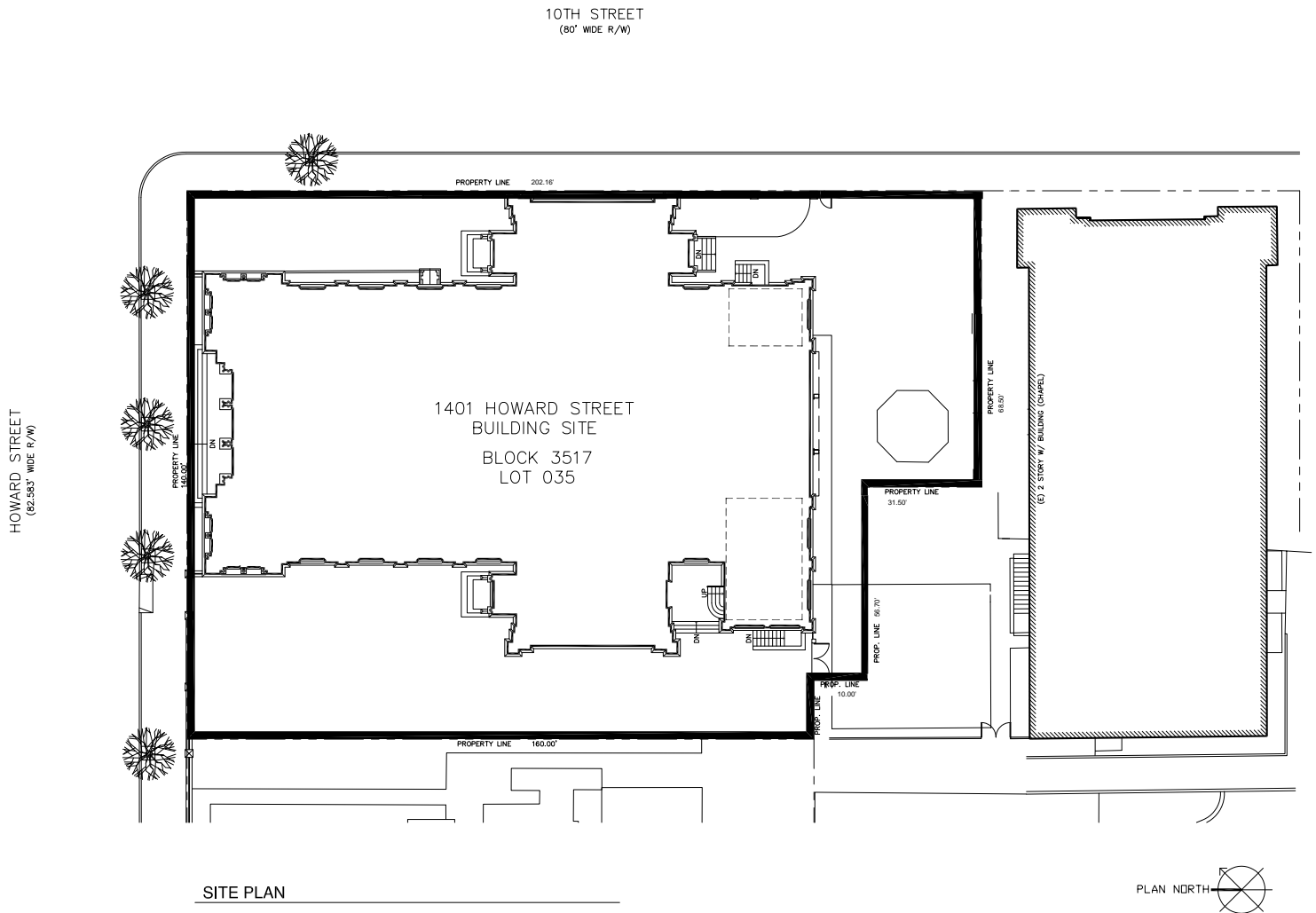



Figure 79. Stained glass window (Rich Stapleton, 05/21/2018)

## 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

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

Vol 23	Block 3517	Lot 035	Tax Bill No 115187	Mail Date October 12, 2018	Property Location 1401 HOWARD ST
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Assessed on January 1, 2018 at 12:01 am  
To: 1401 HOWARD LLC

022220


**1401 HOWARD LLC**  
**850 7TH STREET**  
**SAN FRANCISCO CA 94107**

Assessed Value		
Description	Full Value	Tax Amount
Land	542,570	6,310.08
Structure	15,254,627	177,411.31
Fixtures		
Personal Property		
Gross Taxable Value	15,797,197	183,721.40
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>15,797,197</b>	<b>\$183,721.40</b>

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

<b>► TOTAL DUE</b>		<b>\$184,419.88</b>
1st Installment	2nd Installment	
\$92,209.94	\$92,209.94	
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

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol 23	Block 3517	Lot 035	Tax Bill No 115187	Mail Date October 12, 2018	Property Location 1401 HOWARD ST
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☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://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

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

If paid or postmarked after APRIL 10, 2019  
the amount due (includes delinquent penalty of 10% and  
other applicable fees) is: \$101,475.93

2335170003500 115187 000000000 000000000 0000 2003

 City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2018 through June 30, 2019

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol 23	Block 3517	Lot 035	Tax Bill No 115187	Mail Date October 12, 2018	Property Location 1401 HOWARD ST
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☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Detach stub and return with your payment.  
Write your block and lot on your check.  
If property has been sold, please forward bill to new owner.

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

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

If paid or postmarked after DECEMBER 10, 2018  
the amount due (includes delinquent penalty of 10%) is: \$101,430.93

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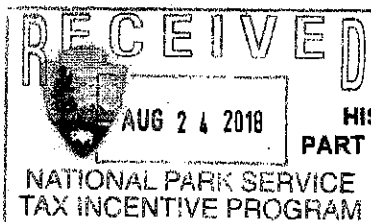
**VII. RENTAL INCOME INFORMATION****1401 HOWARD RENTAL INCOME**

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

**Base Rent**

Year	Master Lease Expense
2016	\$ -
2017	176,780
2018	710,000
2019	720,650
2020	731,460
2021	742,432
2022	753,568
2023	764,872
2024	776,345
2025	787,990
2026	799,810
2027	811,807
2028	823,984
2029	836,344
2030	848,889
2031	861,622
2032	874,547
2033	887,665
2034	900,980
2035	914,494
2036	928,212
2037	942,135
2038	956,267
2039	970,611
2040	985,170
2041	999,948
2042	1,014,947
2043	1,030,171
2044	1,045,624
2045	1,061,308
2046	1,077,228
2047	1,093,386
2048	1,109,787
2049	1,126,434
	<u>\$29,065,465</u>

**\*\*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.**



UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

OMB Approved  
No. 1024-0008  
Form 10-168  
Rev. 2014

HISTORIC PRESERVATION CERTIFICATION APPLICATION  
PART 3 - REQUEST FOR CERTIFICATION OF COMPLETED WORK

NPS Project Number  
27026

Instructions: This page must bear the applicant's original signature and must be dated.

1. Property Name St Joseph's Church

Street 1401 Howard Street

City San Francisco

County San Francisco

State CA

Zip 94103

Is property a certified historic structure? ☒ yes ☐ no If yes, date of NPS certification \_\_\_\_\_ QR 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) \$20,584,899

Number of housing units before/after rehabilitation 0 / 0

Number of low-moderate housing units before/after rehabilitation 0 / 0

3. Project Contact. (If different from applicant)

Name Ruth Todd, Principal

Company Page & Turnbull, Inc

Street 417 Montgomery Street

City San Francisco

State CA

Zip 94107

Telephone 4155933234

Email Address ruthodd@page-turnbull.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 § 67.2 (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 and has no objection, as noted in a written statement from the owner, a copy of which statement (a) either is attached to this application form and incorporated herein, or has been previously submitted, and (b) meets the requirements of 36 CFR § 67.3(a) (1) (2011). For purposes of this attestation, the singular shall include the plural wherever appropriate. I understand that knowing and willful falsification of factual representations in this application may subject me to fines and imprisonment under 18 U.S.C. § 1001, which, under certain circumstances, provides for imprisonment of up to 8 years.

Name Chris Foley (HTC Representative), Douglas Ross, Ken Fulk

Signature

Date 8/23/18

Applicant Entity 1401 Howard LLC

SSN \_\_\_\_\_

or TIN 262809034

Street 850 7th Street

City San Francisco

State CA

Zip 94107

Telephone 4154454670

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 § 67.2 (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 or 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

National Park Service Authorized Signature

202-354-2032

☐ NPS comments attached



# HARD COST APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 6 PAGES

TO OWNER: 1401 Howard, LLC.

PROJECT: 1401 Howard Street

APPLICATION NO: 22

FROM CONTRACTOR: Palsade Builders, Inc.

1401 Howard Street, San Francisco, CA

PERIOD TO: 1/31/2018

1875 S. Bascom Ave. #2400, Campbell, CA 95008

CONTRACT DATE: PROJECT MANAGER: S. Clark

## CONTRACTOR'S APPLICATION FOR PAYMENT

### CHANGE ORDER SUMMARY

Total changes approved in previous months By Owner		ADDITIONS	DEDUCTIONS
Totals		2,001,881.73	
Total approved this Month			
No.	Approval Date		
NET CHANGES by Change Order		0.00	0.00

Application is made for Payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$ 11,111,908.00
2. NET CHANGES BY CHANGE ORDERS	\$ 2,001,881.73
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 13,113,789.73
4. TOTAL COMPLETED & STORED TO DATE	\$ 12,825,585.66
5. RETAINAGE:	\$ 958,053.01
6. TOTAL EARNED LESS RETAINAGE	\$ 11,867,532.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT*	\$ 11,553,903.06
8. CURRENT PAYMENT DUE	\$ 313,629.59
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 1,246,257.08

\*Includes prior unpaid amount of \$379,370.94 from AIA#21 (December 2017)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR:

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

## OWNER'S CERTIFICATE FOR PAYMENT

### AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for)

Owner: 1401 Howard, LLC

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

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner to the best of his/her knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Architect: Page & Turnbull

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

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED  
IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22  
APPLICATION DATE : 1/31/2018  
PERIOD FROM : 1/1/2018  
PERIOD TO : 1/31/2018  
JOB #: 1600  
CONTRACT DATE:

JOB #1600 - 1401 Howard Street, San Francisco, CA

A	B	C	Change Orders To Date (Thru PCCO#11)	New Scheduled Value	D	E	F	G	% Complete (G / C)	H	I
ITEM NO.	Description of work	Scheduled Value			Work Completed Previous Applications (D + E)	This Period Work In Place (F - D)	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D + E + F)		Balance to Finish (C-G)	Retainage at 10%
1290	Weather Protection	\$ 25,000.00		\$ 25,000.00	\$ 24,231.49			\$ 24,231.49	97%	\$ 768.51	\$ 2,423.15
1390	Holisting/Equipment Rentals	\$ 110,000.00	\$ (3,544.02)	\$ 106,455.98	\$ 100,000.00	\$ 6,455.98		\$ 106,455.98	100%	\$ -	\$ 10,645.50
1800	General Conditions/Supervision	\$ 800,000.00	\$ 343,000.00	\$ 1,143,000.00	\$ 1,050,000.00	\$ 73,321.77		\$ 1,123,321.77	98%	\$ 19,678.23	\$ -
2050	Demo Existing Concrete SOG	\$ 37,500.00	\$ (7,500.00)	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100%	\$ -	\$ -
2070	Selective Demolition	\$ 125,000.00	\$ 92,298.53	\$ 217,298.53	\$ 217,298.53	\$ -		\$ 217,298.53	100%	\$ -	\$ 15,479.85
2080	Core Drilling	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -		\$ 7,500.00	100%	\$ -	\$ 750.00
2250	Underpinning pits/misc.	\$ -	\$ 79,847.59	\$ 79,847.59	\$ 79,847.59	\$ -		\$ 79,847.59	100%	\$ -	\$ (0.00)
2300	Spills Removal	\$ 13,280.00	\$ 32,130.00	\$ 45,410.00	\$ 45,410.00	\$ -		\$ 45,410.00	100%	\$ -	\$ 4,541.00
2310	Excavation	\$ 25,000.00	\$ 5,906.00	\$ 30,906.00	\$ 30,906.00	\$ -		\$ 30,906.00	100%	\$ -	\$ 3,090.60
2450	Micro-piles	\$ 328,000.00	\$ -	\$ 328,000.00	\$ 328,000.00	\$ -		\$ 328,000.00	100%	\$ -	\$ -
2460	Casing Upper 10' of each Micro-pile	\$ 36,000.00	\$ 24,000.00	\$ 60,000.00	\$ 60,000.00	\$ -		\$ 60,000.00	100%	\$ -	\$ -
2510	Domestic Water Underground	\$ 24,100.00	\$ (24,100.00)	\$ -	\$ -	\$ -		\$ -	100%	\$ -	\$ -
2520	Sanitary Sewer & SD	\$ 143,440.00	\$ (36,000.00)	\$ 107,440.00	\$ 107,440.00	\$ -		\$ 107,440.00	100%	\$ -	\$ 10,744.00
2800	Landscape: Irrigation & Planting	\$ 46,000.00	\$ 48,000.00	\$ 94,000.00	\$ 27,328.96	\$ 40,301.93		\$ 67,630.89	72%	\$ 26,369.11	\$ 6,763.09
2810	Site Lighting (excludes fixtures)	\$ -	\$ 26,350.00	\$ 26,350.00	\$ 26,350.00	\$ -		\$ 26,350.00	100%	\$ -	\$ 2,635.00
2860	Landscape Arbors	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -		\$ -	0%	\$ 15,000.00	\$ -
2920	Fencing	\$ 25,000.00	\$ 125,000.00	\$ 150,000.00	\$ -	\$ 30,000.00		\$ 30,000.00	60%	\$ 20,000.00	\$ 3,000.00
	Landscape Gas Lights (piping only)	\$ -	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ -		\$ 12,500.00	100%	\$ -	\$ 1,250.00
2950	Joint Trench	\$ 25,000.00	\$ 60,000.00	\$ 85,000.00	\$ 85,000.00	\$ -		\$ 85,000.00	100%	\$ -	\$ 8,500.00
3050	Rebar/Mesh, Shotcrete & CIP	\$ 1,245,000.00	\$ 70,728.00	\$ 1,315,728.00	\$ 1,315,728.00	\$ -		\$ 1,315,728.00	100%	\$ -	\$ 5,339.43
3070	Struct. Excavation, Backfill & Offhaul	\$ 151,000.00	\$ (4,721.36)	\$ 146,278.64	\$ 146,278.64	\$ -		\$ 146,278.64	100%	\$ -	\$ 14,523.51
3100	On Grade Site Concrete (Hardscape)	\$ 50,000.00	\$ 25,000.00	\$ 75,000.00	\$ 70,815.67	\$ -		\$ 70,815.67	94%	\$ 4,184.33	\$ 7,081.57
3200	Offsite Concrete	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 28,864.00	\$ -		\$ 28,864.00	58%	\$ 21,136.00	\$ 2,886.40
3910	Misc. Concrete	\$ 50,000.00	\$ (50,000.00)	\$ -	\$ -	\$ -		\$ -	100%	\$ -	\$ -
	<b>SUBTOTALS/PAGE 1</b>	<b>\$ 3,316,820.00</b>	<b>\$ 733,894.74</b>	<b>\$ 4,050,714.74</b>	<b>\$ 3,793,498.88</b>	<b>\$ 150,079.68</b>	<b>\$ -</b>	<b>\$ 3,943,578.56</b>	<b>97%</b>	<b>\$ 107,136.18</b>	<b>\$ 99,643.20</b>



CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED  
IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR

JOB #1600 - 1401 Howard Street, San Francisco, CA

APPLICATION NO : 22  
DATE : 1/31/2018  
PERIOD FROM : 1/1/2018  
PERIOD TO : 1/31/2018  
JOB # : 1600  
CONTRACT DATE:

A	B	C	Change Orders To Date (Thru PCCC#11)	New Scheduled Value	D Work Completed		E This Period Work in Place (F - D)	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D + E + F)	% Complete (G / C)	H Balance to Finish (C-G)	I Retainage at 10%
ITEM NO.	Description of work	Scheduled Value			Previous Applications (D + E)							
4900	Masonry	\$ 20,000.00	\$ (20,000.00)	\$ -	\$ 235,000.00	\$ 235,000.00			\$ 235,000.00	100%	\$ -	\$ -
5050	Structural Steel	\$ 275,000.00	\$ (40,000.00)	\$ 235,000.00	\$ 311,841.09	\$ 311,841.09			\$ 311,841.09	100%	\$ -	\$ 23,500.00
5070	Structural Steel Installation	\$ 400,000.00	\$ (88,158.91)	\$ 311,841.09	\$ 317,143.00	\$ 317,143.00			\$ 317,143.00	100%	\$ -	\$ 31,714.11
5080	Mezzanine Steel	\$ 401,143.00	\$ (84,000.00)	\$ 317,143.00	\$ 317,143.00	\$ 317,143.00			\$ 317,143.00	100%	\$ -	\$ 31,714.30
5090	Mezzanine Bridge	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00			\$ 50,000.00	100%	\$ -	\$ 5,000.00
5100	Mezzanine Glass Rail System	\$ 205,000.00	\$ (117,500.00)	\$ 87,500.00	\$ 83,696.20	\$ 83,696.20			\$ 83,696.20	96%	\$ 3,803.80	\$ 3,259.62
5110	Stairs	\$ 80,000.00	\$ (17,500.00)	\$ 62,500.00	\$ 31,250.00	\$ 31,250.00			\$ 31,250.00	50%	\$ 31,250.00	\$ 3,125.00
5120	Misc. Steel	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 11,812.50	\$ 11,812.50			\$ 11,812.50	47%	\$ 13,187.50	\$ 1,318.25
5130	Supports for the 700 lb. Trough sink	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00			\$ 7,500.00	100%	\$ -	\$ 750.00
6050	Cabinets	\$ 10,000.00	\$ (10,000.00)	\$ -	\$ 568,219.74	\$ 44,482.00			\$ 612,701.74	100%	\$ -	\$ -
6100	Retrofit Carpentry	\$ 560,000.00	\$ 77,701.97	\$ 637,701.97	\$ 96,867.00	\$ 96,867.00			\$ 96,867.00	100%	\$ 25,000.23	\$ 61,270.17
6150	Window Stop Repair	\$ 50,000.00	\$ 46,867.00	\$ 96,867.00	\$ 151,458.96	\$ 151,458.96			\$ 151,458.96	100%	\$ -	\$ 15,145.90
6160	Bel Tower Rot Repair	\$ -	\$ 151,458.96	\$ 151,458.96	\$ 21,895.57	\$ 20,000.00			\$ 41,895.57	84%	\$ 8,104.43	\$ 4,189.56
6200	Trim Carpentry	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 349,060.84	\$ 349,060.84			\$ 349,060.84	100%	\$ -	\$ 33,405.08
6250	Scaffolding	\$ 175,000.00	\$ 174,060.84	\$ 349,060.84	\$ 165,000.00	\$ -			\$ 165,000.00	100%	\$ -	\$ 16,500.00
6250	Bell Tower Scaffolding	\$ -	\$ 165,000.00	\$ 165,000.00	\$ 35,000.00	\$ -			\$ 35,000.00	100%	\$ -	\$ 3,500.00
6500	Countertops	\$ 5,000.00	\$ (5,000.00)	\$ -	\$ 258,950.00	\$ 28,110.00			\$ 286,060.00	100%	\$ -	\$ 28,606.00
7200	Additional under slab insulation	\$ -	\$ (9,000.00)	\$ -	\$ 28,110.00	\$ -			\$ 28,110.00	100%	\$ -	\$ 2,811.00
7300	Slate Tile Roof	\$ 267,950.00	\$ (9,000.00)	\$ 258,950.00	\$ 434,323.47	\$ 434,323.47			\$ 434,323.47	100%	\$ -	\$ 43,432.35
7500	Lower Roof System	\$ 35,000.00	\$ (6,890.00)	\$ 28,110.00	\$ 10,000.00	\$ -			\$ 10,000.00	100%	\$ -	\$ 1,000.00
7600	Flashing & Sheetmetal	\$ 200,000.00	\$ 234,323.47	\$ 434,323.47	\$ 269,576.22	\$ -			\$ 269,576.22	100%	\$ -	\$ 26,957.62
7900	Sealants & Caulking	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 81,260.67	\$ -			\$ 81,260.67	100%	\$ -	\$ 8,126.07
8050	Windows	\$ 545,000.00	\$ (38,739.33)	\$ 506,260.67	\$ 39,010.06	\$ -			\$ 39,010.06	100%	\$ -	\$ 3,961.01
8070	Stain Glass Repair	\$ 120,000.00	\$ 39,010.06	\$ 159,010.06	\$ 264,631.12	\$ -			\$ 264,631.12	98%	\$ 4,368.88	\$ 436.88
8080	Skylight Repair	\$ -	\$ (40,000.00)	\$ -	\$ 70,000.00	\$ -			\$ 70,000.00	100%	\$ -	\$ 7,000.00
8200	Doors/Window & Finish Hardware	\$ 284,000.00	\$ (15,000.00)	\$ 269,000.00	\$ 1,350,577.80	\$ 1,350,577.80			\$ 1,350,577.80	100%	\$ -	\$ 135,057.78
9050	Plaster Repair	\$ 275,000.00	\$ (40,000.00)	\$ 235,000.00	\$ 17,000.00	\$ -			\$ 17,000.00	100%	\$ -	\$ 1,700.00
9100	Metal Studs & Drywall	\$ 110,000.00	\$ -	\$ 110,000.00	\$ 17,000.00	\$ -			\$ 17,000.00	100%	\$ -	\$ 1,700.00
9200	Soffit below Transcept Café,	\$ -	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -			\$ -	100%	\$ -	\$ -
9400	Green Rm Stage Metal Framing	\$ 30,000.00	\$ (30,000.00)	\$ -	\$ -	\$ -			\$ -	100%	\$ -	\$ -
9630	Flooring - Carpet Tile	\$ 78,000.00	\$ (78,000.00)	\$ -	\$ 279,213.41	\$ -			\$ 279,213.41	95%	\$ 14,636.59	\$ 2,792.13
9800	Painting	\$ 234,900.00	\$ 60,000.00	\$ 294,900.00	\$ 60,000.00	\$ -			\$ 60,000.00	100%	\$ -	\$ 6,000.00
9950	Gold Leaf at Dome	\$ -	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -			\$ -	100%	\$ -	\$ -
	SUBTOTALS PAGE 2	\$ 8,312,813.00	\$ 1,501,132.82	\$ 9,813,945.82	\$ 9,391,986.53	\$ 214,561.68			\$ 9,606,458.21	98%	\$ 207,487.61	\$ 664,431.16



CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED  
IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

APPLICATION NO : 22  
APPLICATION DATE : 1/31/2018  
PERIOD FROM : 1/1/2018  
PERIOD TO : 1/31/2018  
JOB # : 1600  
CONTRACT DATE:

JOB #1600 - 1401 Howard Street, San Francisco, CA

A	B	C	Change Orders To Date (Thru POCO#11)	New Scheduled Value	D	E	F	G	% Complete	H	I
ITEM NO.	Description of work	Scheduled Value			Work Completed Previous Applications (D + E)	This Period Work In Place (F - D)	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D + E + F)	(G / C)	Balance to Finish (C-G)	Retainage at 10%
10320	Fire Extinguishers	\$ 1,600.00		\$ 1,600.00	\$ 1,600.00	\$ -		\$ 1,600.00	100%	\$ -	\$ 160.00
10400	Signage	\$ 6,500.00		\$ 6,500.00	\$ 6,500.00	\$ -		\$ 6,500.00	100%	\$ -	\$ 650.00
10450	Mirrors	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00	\$ -		\$ 2,000.00	100%	\$ -	\$ 200.00
10530	Access Doors & Ladders	\$ 12,000.00		\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100%	\$ -	\$ 1,200.00
10600	Toilet Partitions	\$ 11,500.00		\$ 11,500.00	\$ 11,500.00	\$ -		\$ 11,500.00	100%	\$ -	\$ 1,150.00
10800	Bath Accessories	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 150.00
10910	Misc. Specialties/Bike Racks	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ -		\$ 1,500.00	100%	\$ -	\$ 150.00
11010	Appliances	\$ 2,500.00	\$ (2,500.00)	\$ -				\$ -	100%	\$ -	\$ -
12050	Window Coverings	\$ -		\$ -				\$ -	100%	\$ -	\$ -
13170	Interior Plaster/Paint Lead Abatement	\$ 100,000.00	\$ (97,870.27)	\$ 2,129.73	\$ 2,129.73	\$ -		\$ 2,129.73	100%	\$ (0.00)	\$ 212.97
13180	Bird Guano Abatement	\$ 12,500.00	\$ (3,200.00)	\$ 9,300.00	\$ 9,300.00	\$ -		\$ 9,300.00	100%	\$ -	\$ -
13190	Asbestos Abatement	\$ 16,000.00	\$ (1,543.00)	\$ 14,457.00	\$ 14,457.00	\$ -		\$ 14,457.00	100%	\$ -	\$ -
14200	Wheel Chair Lift	\$ 25,000.00	\$ 20,000.00	\$ 45,000.00	\$ 45,000.00	\$ -		\$ 45,000.00	100%	\$ -	\$ 4,500.00
15050	Plumbing	\$ 105,000.00	\$ (21,000.00)	\$ 84,000.00	\$ 80,000.00	\$ 4,000.00		\$ 84,000.00	100%	\$ -	\$ 8,400.00
15150	Radiant Floor Heat	\$ 145,000.00	\$ 7,500.00	\$ 152,500.00	\$ 152,500.00	\$ -		\$ 152,500.00	100%	\$ -	\$ 15,250.00
15400	Ventilation	\$ 185,000.00	\$ 10,000.00	\$ 195,000.00	\$ 181,171.20	\$ 13,828.80		\$ 186,372.00	96%	\$ 8,628.00	\$ 18,637.20
16050	Electrical	\$ 353,000.00	\$ 643,000.00	\$ 996,000.00	\$ 988,728.38	\$ 7,271.62		\$ 986,114.03	99%	\$ 9,885.97	\$ 98,611.40
16070	Fixtures	\$ 50,000.00	\$ 85,281.00	\$ 135,281.00	\$ 126,327.00	\$ 8,954.00		\$ 126,327.00	93%	\$ 8,954.00	\$ 12,632.70
16080	Site Lighting Fixtures	\$ -	\$ 92,625.00	\$ 92,625.00	\$ 78,693.00	\$ 13,932.00		\$ 84,872.00	92%	\$ 7,753.00	\$ 8,487.20
16090	Access Control / Intercom	\$ -	\$ 27,469.00	\$ 27,469.00	\$ 8,240.70	\$ 19,228.30		\$ 27,469.00	100%	\$ -	\$ 2,746.90
16100	CCTV System	\$ -	\$ 15,484.00	\$ 15,484.00	\$ 4,645.20	\$ 10,838.80		\$ 15,484.00	100%	\$ -	\$ 1,548.40
16150	WiFi System	\$ -	\$ 18,360.00	\$ 18,360.00	\$ 9,180.00	\$ 9,180.00		\$ 18,360.00	100%	\$ -	\$ 1,836.00
16160	Music Speaker System	\$ -	\$ 51,248.00	\$ 51,248.00	\$ 51,248.00	\$ -		\$ 51,248.00	100%	\$ -	\$ 5,124.80
16170	Commissary Service Upgrade	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -		\$ 6,000.00	100%	\$ -	\$ 600.00
16180	Service Location Chg & Misc. Mods	\$ -	\$ 9,975.00	\$ 9,975.00	\$ 9,975.00	\$ -		\$ 9,975.00	100%	\$ -	\$ 997.50
16200	Low Voltage	\$ 150,000.00	\$ (80,000.00)	\$ 70,000.00	\$ 83,072.13	\$ -		\$ 83,072.13	92%	\$ 6,927.87	\$ 8,307.21
16300	Telephone Data	\$ -	\$ 6,248.00	\$ 6,248.00	\$ 6,248.00	\$ -		\$ 6,248.00	100%	\$ -	\$ 624.80
16400	Lighting Control System	\$ -	\$ 124,790.00	\$ 124,790.00	\$ 109,637.10	\$ 15,152.90		\$ 121,819.00	98%	\$ 2,971.00	\$ 12,181.90
16500	Engineering	\$ -	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ -		\$ 27,500.00	100%	\$ -	\$ 2,750.00
17000	Additional Tenant Improvements	\$ 240,000.00	\$ (240,000.00)	\$ -				\$ -	100%	\$ -	\$ -
17001	Red Room - Ceiling restoration	\$ -	\$ 40,749.25	\$ 40,749.25	\$ 40,749.25	\$ -		\$ 40,749.25	100%	\$ -	\$ 4,074.93
17002	West Tower - X brace & spiral stair	\$ -	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00		\$ 30,000.00	75%	\$ 10,000.00	\$ 3,000.00
17003	East Tower - X brace	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -		\$ 20,000.00	100%	\$ -	\$ 2,000.00
SUBTOTALS PAGE 3		\$ 9,733,413.00	\$ 2,321,248.80	\$ 12,054,661.80	\$ 11,479,698.22	\$ 312,356.13	\$ -	\$ 11,792,054.35	98%	\$ 262,607.45	\$ 880,615.08

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED IN TABULATIONS BELOW. AMOUNTS ARE STATED TO THE NEAREST DOLLAR.

JOB #1600 - 1401 Howard Street, San Francisco, CA

APPLICATION NO : 22  
 APPLICATION DATE : 1/31/2018  
 PERIOD FROM : 1/1/2018  
 PERIOD TO : 1/31/2018  
 JOB # : 1600  
 CONTRACT DATE:

A	B	C	D	E	F	G	H	I			
ITEM NO.	Description of work	Scheduled Value	Change Orders To Date (Thru POCO#11)	New Scheduled Value	Work Completed Previous Applications (D + E)	Work Completed This Period (F - D)	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D + E + F)	% Complete (G / C)	Balance to Finish (C-G)	Retainage at 10%
	DIRECT COSTS:										
	Division 1 - General Requirements	\$ 935,000.00	\$ 335,465.98	\$ 1,274,465.98	\$ 1,174,231.49	\$ 79,777.75	\$ -	\$ 1,254,009.24	98%	\$ 20,446.74	\$ 13,068.75
	Division 2 - Site Improvements	\$ 835,820.00	\$ 353,432.12	\$ 1,189,252.12	\$ 1,057,561.08	\$ 70,301.93	\$ -	\$ 1,127,883.01	95%	\$ 61,369.11	\$ 55,753.54
	Division 3 - 17 Bldg. Improvements	\$ 7,962,593.00	\$ 1,628,360.70	\$ 9,590,953.70	\$ 9,247,885.65	\$ 162,276.45	\$ -	\$ 9,410,162.10	98%	\$ 180,791.60	\$ 810,782.79
	TOTAL DIRECT COST	\$ 9,733,413.00	\$ 2,324,248.80	\$ 12,054,661.80	\$ 11,479,698.22	\$ 312,356.13	\$ -	\$ 11,792,054.35	98%	\$ 262,607.45	\$ 880,615.08
3000	OVERHEAD & PROFIT	\$ 632,672.00	\$ 119,247.56	\$ 751,919.56	\$ 722,925.28	\$ 12,613.91	\$ -	\$ 735,539.19	98%	\$ 16,380.36	\$ 73,553.92
8000	CONSTRUCTION CONTINGENCY 1.5%	\$ 486,671.00	\$ (486,671.00)	\$ -	\$ -	\$ -	\$ -	\$ -	100%	\$ -	\$ -
102	CCIP INSURANCE	\$ 256,152.00	\$ 48,056.38	\$ 307,208.38	\$ 282,631.70	\$ 15,350.42	\$ -	\$ 297,992.12	97%	\$ 9,216.26	\$ 3,884.01
	TOTAL GUARANTEED MAXIMUM PRICE	\$ 11,111,908.00	\$ 2,001,881.74	\$ 13,113,789.73	\$ 12,485,255.20	\$ 340,330.46	\$ -	\$ 12,825,585.66	98%	\$ 268,204.07	\$ 958,053.01

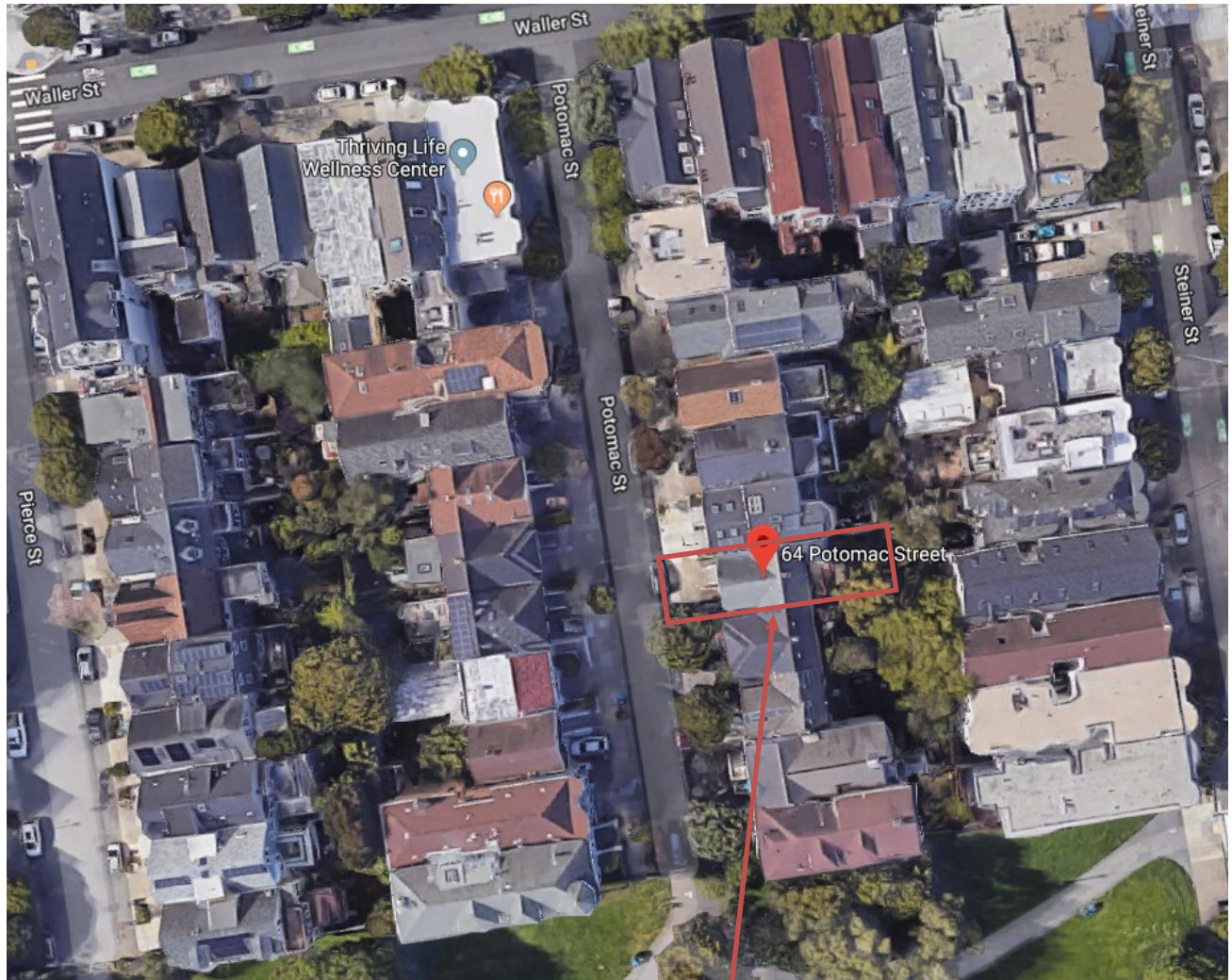


<i>Case No.:</i>	2019-006322MLS
<i>Project Address:</i>	<b>64 Potomac Street</b> (District 8)
<i>Landmark District:</i>	Contributor to the Duboce Park Historic District
<i>Zoning:</i>	RH-2 (Residential – House, Two Family)
<i>Height and Bulk:</i>	40-X
<i>Block/Lot:</i>	0866/014
<i>Applicant:</i>	Gustav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

## SITE PHOTO



## AERIAL PHOTO



**SUBJECT PROPERTY**



# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. XXX HEARING DATE OCTOBER 2, 2018

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

*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  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@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 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



Recording Requested by, and  
when recorded, send notice to:  
Shannon Ferguson  
1650 Mission Street, Suite 400  
San Francisco, CA 94103-2414

## **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 of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



in California, that the 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: \_\_\_\_\_  
Carmen Chu, Assessor-Recorder

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
John Rahaim, Director of Planning

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_  
Andrea Ruiz-Esquide, Deputy City Attorney

DATE: \_\_\_\_\_

OWNERS

By: \_\_\_\_\_  
Gustav Lindqvist, Owner

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Caroline Ingeborn, Owner

DATE: \_\_\_\_\_

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

Exhibit A: Rehabilitation/Restoration Plan for 64 Potomac Street

Scope: #1		Building Feature: Roofs	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
Contract year work completion: 2020			
Total Cost: \$15,500 (see line item 07.300 in Contractor's bid)			
<p>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 down sprouts will be installed to be able to direct water away from the building.</p>			

Scope: #2		Building Feature: Exterior Walls	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
Contract year work completion: 2020			
Total Cost: \$33,000. (see line items 09.900 and items under section 07 with the exception of 07.300)			
<p>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.</p>			

Scope: #3		Building Feature: Windows and doors	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
Contract year work completion: 2020			
Total Cost: \$7235			
<p>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.</p> <p>All of the windows facing the street in the house will be repaired and thus match with the historically appropriate character and function.</p> <p>\$3,385 for repairing windows. \$3,850 for new door. These estimates are based off of <a href="http://www.homeadvisor.com">www.homeadvisor.com</a></p>			

Scope: #4		Building Feature: Front Stairs	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
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	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: Average annual cost of \$500			
<p>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.</p> <p>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.</p> <p>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.</p>			

Scope: #2		Building Feature: Exterior Walls	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000 annually			
<p>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.</p>			

Scope: #3		Building Feature: Openings	
Rehab/Restoration	Maintenance <u>X</u>	Completed	Proposed <u>X</u>
Contract year work completion: Annually			
Total Cost: \$1,000 annually			
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	
Rehab/Restoration	Maintenance <u>X</u>	Completed	Proposed <u>X</u>
Contract year work completion: Annually			
Total Cost: \$500 annually			
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	
Rehab/Restoration	Maintenance <u>X</u>	Completed	Proposed <u>X</u>
Contract year work completion: Annually			
Total Cost: \$1,000 annually			
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.			





**Office of the Assessor / Recorder - City and County of San Francisco**  
**2019 Mills Act Valuation**



**64 Potomac St**

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

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

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$1,785,000	Land	\$360,000	Land	\$ 1,500,000
Imps.	\$765,000	Imps.	\$240,000	Imps.	\$1,000,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$2,550,000</b>	<b>Total</b>	<b>\$600,000</b>	<b>Total</b>	<b>\$ 2,500,000</b>

**Property Description**

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

	Per Unit	Per SF	Total
Factored Base Year Roll	\$2,550,000	\$1,457	\$ 2,550,000
Income Approach - Direct Capitalization	\$600,000	\$343	\$ 600,000
Sales Comparison Approach	\$2,500,000	\$1,429	\$ 2,500,000
<b>Recommended Value Estimate</b>	<b>\$ 600,000</b>	<b>\$ 343</b>	<b>\$ 600,000</b>

<b>Appraiser:</b> Irving Pham	<b>Principal Appraiser:</b> Orla Fahy	<b>Date of Report:</b> 7/1/2019
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**SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

**Address:** 64 Potomac St

**APN:** 0866 014











## INCOME APPROACH

**Address:** 64 Potomac St

**Lien Date:** 7/1/2019

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income*	\$6,500	x	12	\$78,000
Less: Vacancy & Collection Loss			3%	<u>(\$2,340)</u>
Effective Gross Income				\$75,660
Less: Anticipated Operating Expenses (Pre-Property Tax)**			15%	<u>(\$11,349)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$64,311</b>

### 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	<u>0.7500%</u>	
Improvements constitute % of total property value		30%		<b>10.6630%</b>

**RESTRICTED VALUE ESTIMATE** **\$603,123**

**Rounded to the nearest \$10,000** **\$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  
4087 17th St  
Diamond St  
1,945  
SFR: 3br/2ba, 1 car parking  
\$8,500  
\$4.37  
\$52.44

Rental Source:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent  
Rent/Foot/Mo  
Annual Rent/Foot:

Rental Comp #2



Hotpads  
112 Divisadero St  
Duboce St  
1,500  
SFR: 3br/2ba, No parking  
\$6,600  
\$4.40  
\$52.80

Rental Source:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent  
Rent/Foot/Mo  
Annual Rent/Foot:

Rental Comp #3



Hotpads  
152 Henry Street  
Castro St  
2,000  
Duplex: 3br/2ba, 1 car parking  
\$8,000  
\$4.00  
\$48.00

Rental Source:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent  
Rent/Foot/Mo  
Annual Rent/Foot:

Rental Comp #4



Hotpads  
81 Walter St  
14th St  
1,935  
SFR: 2br/1.5ba, No parking  
\$6,114  
\$3.16  
\$37.92

Rental Source:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent  
Rent/Foot/Mo  
Annual Rent/Foot:

Rental Comp #5



Craigslist  
1412 Golden Gate  
Steiner St  
1,700  
SFH: 3br/2.5ba, No car parking.  
\$6,975

Rental Source:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent

Rental Comp #6



Zillow/Craigslist  
70-72 Webster St  
Germania St  
1,800  
Duplex: 3br/2ba, 2 car parking  
\$7,650

Rental Source:  
Address:  
Cross Streets:  
SF:  
Layout:  
Monthly Rent

**SINGLE FAMILY MARKET ANALYSIS**

	Subject-A	Sale 1-B		Sale 2-C		Sale 3-D	
APN	0866 014	2608-048		0874 011		3561 042	
							
Address	64 Potomac St	15 Park Hill Ave		32 Church St		69 Beaver St	
Sales Price		\$2,620,000		\$2,810,000		\$2,617,000	
Sale Price / Square Foot		\$1,310		\$1,198		\$1,506	
	Description	Description	Adjust.	Description	Adjust.	Description	Adjust.
Date of Valuation/Sale	07/01/19	10/09/18		06/25/18		03/19/18	
Neighborhood	Hayes Valley	5 - Buena Vista/Ashbury	\$131,000	5 - Duboce Triangle	\$84,000	5 - Duboce Triangle	\$79,000
Proximity to Subject	--						
Land Area	2,247	2,874	(31,000)	1,995	13,000	2,875	(31,000)
View Type	Neighborhood	City Lights,Hills				al,Garden/Greenbelt	
Year Built	1900	1921		1924		1892	
Condition Type	Average	Average		Good	(\$84,000)	Above Average	(\$52,000)
Traffic	Quiet/Residential	Similar		Busy	\$141,000	Similar	
Building Area	1,750	2,000	(150,000)	2,345	(357,000)	1,738	
Total Number of Rooms	6						
Bedroom Count	2	3		3		3	
Bath Count	1.0	1.5	(\$25,000)	2.5	(\$75,000)	2	(\$50,000)
Number of Stories							
Parking Type/Count	1	1	\$0	2	(\$50,000)	2	(\$50,000)
Bonus Living Area	None						
Net Adjustments			(\$75,000)		(\$328,000)		(\$104,000)
Indicated Value	\$2,500,000		\$2,545,000		\$2,482,000		\$2,513,000
Adjust. \$ Per Sq. Ft.	\$1,429		\$1,454		\$1,418		\$1,436

Value Range:	Low	High
	\$2,482,000	\$2,545,000
Adjust. \$ Per Sq. Ft.	\$1,418	\$1,454

**VALUE CONCLUSION:**

**\$2,500,000    \$1,429**

**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 o	5%
*GLA adjustment based on per square foot of	\$	600	over a % variance o	5%



# SAN FRANCISCO PLANNING DEPARTMENT

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## 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

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

### 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)**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:<br><b>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.</b><br><b>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).</b> |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted:   |



**Mills Act Pre-Approval Inspection Report**  
**May 24, 2019**

**Case Number: 2019-006322MLS**  
**64 Potomac**

☐ **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.

<b>1</b>	<b>Mills Act Application</b> Has each property owner signed? Has each signature been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>2</b>	<b>High Property Value Exemption Form &amp; Historic Structure Report</b> 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 <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>3</b>	<b>Draft Mills Act Historical Property Contract</b> Are you using the Planning Department's standard "Historical Property Contract?" Have all owners signed and dated the contract? Have all signatures been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>4</b>	<b>Notary Acknowledgement Form</b> Is the Acknowledgement Form complete? Do the signatures match the names and capacities of signers?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>5</b>	<b>Draft Rehabilitation/Restoration/Maintenance Plan</b> 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>6</b>	<b>Photographic Documentation</b> Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>7</b>	<b>Site Plan</b> Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>8</b>	<b>Tax Bill</b> Did you include a copy of your most recent tax bill?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>9</b>	<b>Rental Income Information</b> Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<b>10</b>	<b>Payment</b> 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 <input type="checkbox"/> NO <input type="checkbox"/>
<b>11</b>	<b>Recordation Requirements</b> A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be <u>accompanied</u> 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 <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts. – 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).	YES <input type="checkbox"/> NO <input type="checkbox"/>



# APPLICATION FOR Mills Act Historical Property Contract

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

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

PROPERTY OWNER 1 NAME:

Gustav Lindqvist

TELEPHONE:

(415) 470 1096

PROPERTY OWNER 1 ADDRESS:

64 Potomac Street, San Francisco, CA 94117

EMAIL:

gustav.lindqvist@me.com

PROPERTY OWNER 2 NAME:

Caroline Ingeborn

TELEPHONE:

(415) 691 0694

PROPERTY OWNER 2 ADDRESS:

64 Potomac Street, San Francisco, CA 94117

EMAIL:

caro.ingeborn@gmail.com

PROPERTY OWNER 3 NAME:

TELEPHONE:

( )

PROPERTY OWNER 3 ADDRESS:

EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS:

64 Potomac Street

ZIP CODE:

94117

PROPERTY PURCHASE DATE:

May 17, 2018

ASSESSOR BLOCK/LOT(S):

0866/014

MOST RECENT ASSESSED VALUE:

\$2,493,000

ZONING DISTRICT:

RH-2

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: 4/28/19

Owner Signature:

Date: 4/28/19

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:

Gustav Lindqvist

Caroline Ingeborn

#### MOST RECENT ASSESSED PROPERTY VALUE:

\$2,493,000

#### PROPERTY ADDRESS:

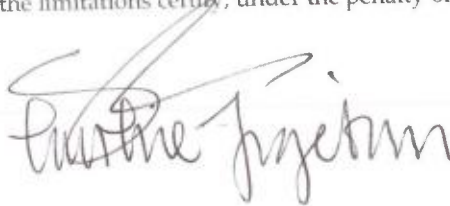
64 Potomac Street, San Francisco, CA 94117

### 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: 4/28/19

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	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Proposed work will meet the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and/or the California Historic Building Code.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

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.

# <u>1</u> (Provide a scope number)	BUILDING FEATURE:
Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/>
Completed <input type="checkbox"/>	Proposed <input type="checkbox"/>
CONTRACT YEAR FOR WORK COMPLETION:	
TOTAL COST (rounded to nearest dollar):	
DESCRIPTION OF WORK:	
X	

## 6. Draft Mills Act Historical Property Agreement

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

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

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

## California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)

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

PROPERTY ADDRESS

0866

/

014

BLOCK NUMBER

LOT NUMBER

64 Potomac Street

PROPERTY ADDRESS

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.

HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately One hundred ninety three thousand (\$ \$193,000). See Rehabilitation Plan, Exhibit A.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately Eighty thousand (\$ \$80,000) annually. See Maintenance Plan, Exhibit B.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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

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

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



## 1. Application of Mills Act.

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

## 2. Rehabilitation of the Historic Property.

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

## 3. Maintenance.

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

## 4. Damage.

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

## 5. Insurance.

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

## 6. Inspections.

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

## 7. Term.

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

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

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

## 11. Payment of Fees.

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

## 12. Default.

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

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

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

### 13. Cancellation.

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

### 14. Cancellation Fee.

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

### 15. Enforcement of Agreement.

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

### 16. Indemnification.

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

### 17. Eminent Domain.

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

### 18. Binding on Successors and Assigns.

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

## 19. Legal Fees.

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

## 20. Governing Law.

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

## 21. Recordation.

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

## 22. Amendments.

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

## 23. No Implied Waiver.

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

## 24. Authority.

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

## 25. Severability.

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

## 26. Tropical Hardwood Ban.

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

## 27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

CARMEN CHU  
ASSESSOR-RECORDER  
CITY & COUNTY OF SAN FRANCISCO

Date

JOHN RAHAIM  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO

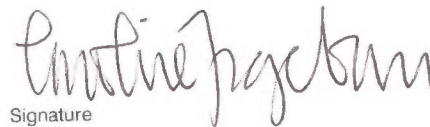
Date

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

Signature

Date

Print name  
DEPUTY CITY ATTORNEY



Signature

4/28/19  
Date



Signature

4/28/19  
Date

GUSTAV LINDQVIST

Print name  
OWNER

CAROLINE INGELS

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.)



## ACKNOWLEDGMENT

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

State of California  
County of SAN FRANCISCO

On 4/28/19 before me, J. MINJIRAS, Notary Public  
(insert name and title of the officer)

personally appeared GUSTAV LINDQVIST, CAROLINE INGEBORN  
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.

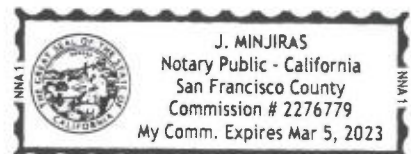
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

J. Minjiras

(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 rot, bad smell due to animals being kept inside by previous owner. Furthermore the facade is in a really bad shape with dry rot 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.

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Gustav Lindqvist - Owner

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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

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

Vol 06	Block 0866	Lot 014	Tax Bill No 805712	Mail Date 02/25/2019	Property Location 64 POTOMAC ST
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Assessee: NAME PRIVATE PER CA AB 2238

ADDRESS INFORMATION  
NOT AVAILABLE ONLINE

▶ TOTAL TAX DUE		\$28,749.74
First Installment	Second Installment	
\$14,374.87	\$14,374.87	
DUE 04/01/2019	DUE 07/31/2019	

Assessed Value			
Description	New Base Year Value	Current Roll	Supplemental Assessment
Land	1,750,000	18,250	1,731,750
Improvement. Structure	750,000	9,716	740,284
Less HO Exemption	7,000	7,000	
Less Other Exemption			
Assessed Value Total	2,493,000	20,966	2,472,034

Supplemental assessment - see back for details

For The Period 07/01/2018 THROUGH 06/30/2019		
Tax Rate 1.1630%	Rate Factor 100%	Event Date 05/17/2018

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
Supplemental Property Tax Bill (Secured)  
FOR THE PERIOD 07/01/2018 THROUGH 06/30/2019

Pay online at SFTREASURER.ORG

Vol 06	Block 0866	Lot 014	Tax Bill No 805712	Mail Date 02/25/2019	Property Location 64 POTOMAC ST
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Detach stub and return with payment.  
Write your block and lot on your check.  
2nd installment cannot be accepted unless 1st is paid.

▶ 2nd Installment Due
\$14,374.87

2

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**

0608660001400 805712 001437487 000143748 071918 2503



City & County of San Francisco  
Supplemental Property Tax Bill (Secured)  
FOR THE PERIOD 07/01/2018 THROUGH 06/30/2019

Pay online at SFTREASURER.ORG

Vol 06	Block 0866	Lot 014	Tax Bill No 805712	Mail Date 02/25/2019	Property Location 64 POTOMAC ST
-----------	---------------	------------	-----------------------	-------------------------	------------------------------------

Detach stub and return with payment.  
Write your block and lot on your check.

▶ 1st Installment Due
\$14,374.87

1

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**

0608660001400 805712 001437487 000143748 041918 1503

Pay Now	Contact Us
<p>Online: <a href="http://www.sftreasurer.org">www.sftreasurer.org</a></p> <p>Mail a check payable to “SF Tax Collector” with the bottom portion of bill in the enclosed envelope</p> <p>In person at City Hall, Room 140 8 am - 5 PM, Monday - Friday, excluding holidays. Expect longer than normal wait times around delinquency dates.</p>	<p>Free language assistance Call: 3-1-1 415-701-2311 from outside of San Francisco</p> <p>Submit question online: <a href="http://www.sftreasurer.org/contact-us">www.sftreasurer.org/contact-us</a></p>

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.sfgov.org/aab](http://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](http://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](mailto: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.

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.

Exhibit A: Rehabilitation/Restoration Plan for 64 Potomac Street

Scope: #1		Building Feature: Roofs	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
Contract year work completion: 2020			
Total Cost: \$15,500 (see line item 07.300 in Contractor's bid)			
<p>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 down sprouts will be installed to be able to direct water away from the building.</p>			

Scope: #2		Building Feature: Exterior Walls	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
Contract year work completion: 2020			
Total Cost: \$33,000. (see line items 09.900 and items under section 07 with the exception of 07.300)			
<p>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.</p>			



Scope: #3		Building Feature: Windows and doors	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
Contract year work completion: 2020			
Total Cost: \$7235			
<p>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.</p> <p>All of the windows facing the street in the house will be repaired and thus match with the historically appropriate character and function.</p> <p>\$3,385 for repairing windows. \$3,850 for new door. These estimates are based off of <a href="http://www.homeadvisor.com">www.homeadvisor.com</a></p>			

Scope: #4		Building Feature: Front Stairs	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
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	
Rehab/Restoration <b>X</b>	Maintenance	Completed	Proposed <b>X</b>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: Average annual cost of \$500			
<p>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.</p> <p>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.</p> <p>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.</p>			

Scope: #2		Building Feature: Exterior Walls	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,000 annually			
<p>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.</p>			

Scope: #3		Building Feature: Openings	
Rehab/Restoration	Maintenance <u>X</u>	Completed	Proposed <u>X</u>
Contract year work completion: Annually			
Total Cost: \$1,000 annually			
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	
Rehab/Restoration	Maintenance <u>X</u>	Completed	Proposed <u>X</u>
Contract year work completion: Annually			
Total Cost: \$500 annually			
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	
Rehab/Restoration	Maintenance <u>X</u>	Completed	Proposed <u>X</u>
Contract year work completion: Annually			
Total Cost: \$1,000 annually			
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 #: 7LJL5EX

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

ROMAN SANCHEZ  
GOLDEN STATE WINDOW & DOOR  
DESIGN  
625 POTRERO AVENUE  
SAN FRANCISCO, CA 94110-2116  
Phone: (415) 462-0020

Email: rsanchez@goldenstatewdd.com

This report was generated on 5/6/2019 12:00:23 PM using the Marvin Order Management System, version 0002.26.00 (Current). Price in USD. Unit availability and price are subject to change. Dealer terms and conditions may apply.

**Featuring products from:**



- MATTE BLACK HARDWARE NOT AVAILABLE  
ON MARVIN WOOD ULTIMATE DOUBLE HUNG  
I SUBBED 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.

NUMBER OF LINES: 14	TOTAL UNIT QTY: 23	EXT NET PRICE: USD 21,590.09
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LINE	MARK UNIT	BRAND	ITEM	NET PRICE	QTY	EXTENDED NET PRICE
1	LIVING RM	Marvin	Wood Ultimate Insert Double Hung IO 39" X 68 1/2" Entered as Inside Opening 39" X 68 1/2"	1,112.76	2	2,225.52
2	LIVING RM	Marvin	Wood Ultimate Insert Double Hung IO 47" X 68 1/2" Entered as Inside Opening 47" X 68 1/2"	1,257.28	1	1,257.28
3	UPPER BED	Marvin	Wood Ultimate Insert Double Hung IO 48" X 68 1/2" Entered as Inside Opening 48" X 68 1/2"	1,257.28	2	2,514.56
4	UPPER BED WOC	Marvin	Parts: 11850640 KIT, WINDOW OPENING CONTROL DEVICE, WHITE	26.60	2	53.20
5	LUG KITS FOR WOOD DH	Marvin	Parts: 11894145 OGEE LUG KIT - WUDH- WINDH	23.05	5	115.25
6	B214 MST BED	Marvin	Wood Ultimate Outswing French Door CN 4070 RO 49 5/8" X 86 1/2" Entered as CN 4070	4,018.36	1	4,018.36
7	W3 MST BED	Marvin	Wood Ultimate Double Hung CN 3224 RO 38 3/8" X 57 1/2" Entered as CN 3224	853.85	1	853.85
8	W4 MASTER BATH	Marvin	Wood Ultimate Double Hung CN 4024 RO 46 3/8" X 57 1/2" Entered as CN 4024	1,220.93	1	1,220.93
9	W4 OPENING CONTROL DEV.	Marvin	Parts: 11850640 KIT, WINDOW OPENING CONTROL DEVICE, WHITE	26.60	1	26.60
10	HALL BATH	Integrity	All Ultrex Awning RO 19 1/4" X 35 1/2" Entered as FS 18 3/4" X 35"	573.73	1	573.73
11	STAIR	Non- Marvin	Materials WOOD REPLACEMENT SASH, 20" X 36" 1-1/2" LOW E IG 2" TOP AND SIDES, 3-1/4" BOTTOM	426.00	1	426.00
12	ENTRY	Non-	Materials	629.00	1	629.00

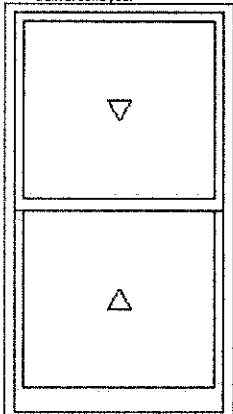


		Marvin	WOOD REPLACEMENT SASH, 36" X 40" 1-1/2" LOW E IG TEMPERED, 2" TOP AND SIDES, 3- 1/4" BOTTOM			
13	1ST FLR REAR KITCHEN	Marvin	Wood Ultimate Outswing French Door CN 4070 RO 49 5/8" X 86 1/2" Entered as CN 4070	4,018.36	1	4,018.36
14	1ST FLR REAR DINING	Marvin	Wood Ultimate Double Hung CN 2632 RO 32 3/8" X 73 1/2" Entered as CN 2632	1,219.15	3	3,657.45

## 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.

Line #1	Mark Unit: LIVING RM	Net Price:		1,112.76
Qty: 2		Ext. Net Price:	USD	2,225.52



As Viewed From The Exterior

Entered As: IO

FS 38 5/8" X 68 11/16"

IO 39" X 68 1/2"

**Egress Information**

Width: 35 1/16" Height: 28 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/ I.S.2/A440-08

LC-PG30 1143X1981 mm (45X78 in)

LC-PG30 DP +30/-30

FL15162

Primed Pine Exterior.....	33.69
Primed Pine Interior.....	33.69
Wood Ultimate Insert Double Hung.....	968.24
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.....	61.18
1 Per Unit Oil Rubbed Bronze Sash Lift.....	31.03
White Jamb Hardware.....	13.30
No Screen.....	-28.37

4 9/16" Jamb

\*\*\*Note: Unit Availability and Price is Subject to Change

Initials required

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

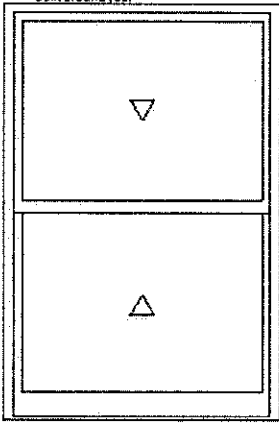
FIELD APPLIED OQUEE LUG  
KITS QUOTED ON LINE #5

OPTION PRICE FOR INTEGRAL WOOD

OQUEE LUGS IS 630.00 per window

Line #2	Mark Unit: LIVING RM	Net Price:	1,257.28
Qty: 1		Ext. Net Price:	USD 1,257.28

**MARVIN**  
Windows and Doors  
Built around you.



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.

Primed Pine Exterior.....33.69

Primed Pine Interior.....33.69

Wood Ultimate Insert Double Hung.....1,114.54

Inside Opening 47" 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.....61.18

1 Per Unit Oil Rubbed Bronze Sash Lift.....31.03

White Jamb Hardware.....13.30

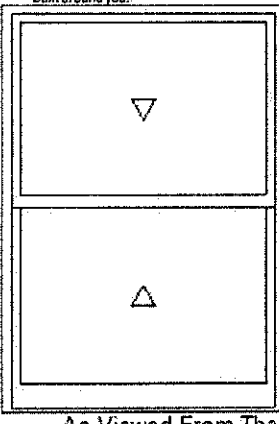
No Screen.....30.15

4 9/16" Jambs

\*\*\*Note: Unit Availability and Price is Subject to Change

Initials required  
Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

ADDER FOR INTEGRAL WOOD  
Ovee LWS = 630.00 plus tax

Line #3	Mark Unit: UPPER BED	Net Price:	1,257.28
Qty: 2		Ext. Net Price:	USD 2,514.56
<div><div><div><b>MARVIN</b> Windows and Doors Built around you.</div><div></div></div><div><p>As Viewed From The Exterior</p><p>Entered As: IO FS 47 5/8" X 68 11/16" IO 48" X 68 1/2"</p><p>Egress Information Width: 44 1/16" Height: 28 41/64" Net Clear Opening: 8.76 SqFt</p></div></div>		<div><div>Primed Pine Exterior.....33.69</div><div>Primed Pine Interior.....33.69</div><div>Wood Ultimate Insert Double Hung.....1,114.54</div><div>Inside Opening 48" X 68 1/2"</div><div>8 Degree Frame Bevel</div><div>Top Sash</div><div>Primed Pine Sash Exterior</div><div>Primed Pine Sash Interior</div><div>IG - 1 Lite</div><div>Low E2 w/Argon</div><div>Stainless Perimeter Bar</div><div>Ovolo Exterior Glazing Profile</div><div>Ovolo Interior Glazing Profile</div><div>Bottom Sash</div><div>Primed Pine Sash Exterior</div><div>Primed Pine Sash Interior</div><div>IG - 1 Lite</div><div>Low E2 w/Argon</div><div>Stainless Perimeter Bar</div><div>Ovolo Exterior Glazing Profile</div><div>Ovolo Interior Glazing Profile</div><div>Oil Rubbed Bronze Sash Lock.....61.18</div><div>1 Per Unit Oil Rubbed Bronze Sash Lift.....31.03</div><div>White Jamb Hardware.....13.30</div><div>No Screen.....30.15</div><div>4 9/16" Jambs</div></div> <div>ADDER FOR INTEGRAL WOOD Ovee LWS = 630 plus tax</div>	

**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

Initials required  
Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Line #4	Mark Unit: UPPER BED WOC	Net Price:		26.60
Qty: 2		Ext. Net Price:	USD	53.20

No Image Available

**Marvin Parts**

11850640 KIT, WINDOW OPENING CONTROL DEVICE, WHITE.....26.60

Initials required  
Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Line #5	Mark Unit: LUG KITS FOR WOOD DH	Net Price:		23.05
Qty: 5	LIVING RM, LIVING RM, UPPER BED	Ext. Net Price:	USD	115.25

No Image Available

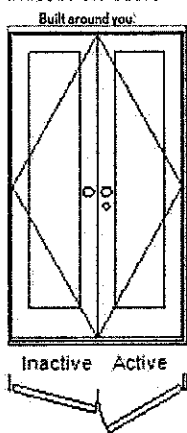
**Marvin Parts**

11894145 OGEE LUG KIT - WUDH-WINDH.....23.05

*OGEE LUG KITS - FIELD APPLIED*

Initials required  
Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Line #6	Mark Unit: B214 MST BED	Net Price:		4,018.36
Qty: 1		Ext. Net Price:	USD	4,018.36



As Viewed From The Exterior

Entered As: CN  
CN 4070  
FS 48 5/8" X 86"  
RO 49 5/8" X 86 1/2"

Primed Pine Exterior.....92.21  
Primed Pine Interior.....92.21  
Wood Ultimate Outswing French Door - XX Left Hand.....3,610.51  
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.....92.21  
No Handle Set on Inactive Panel

**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-414-14544-00001

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  
Beige Weather Strip.....41.67  
Bare Oak Sill Liner.....26.60

4 9/16" Jambs

Primed Pine BMC - Top.....15.96

Installed Installation Brackets.....20.39

\*\*\*Note: Unit Availability and Price is Subject to Change

Initials required

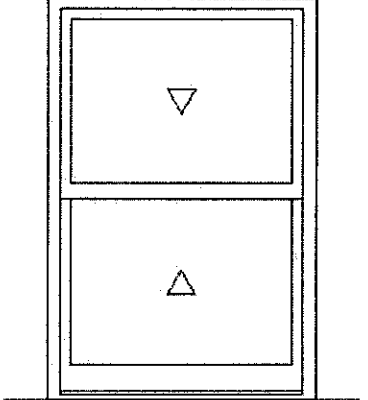
Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Line #7	Mark Unit: W3 MST BED	Net Price:		853.85
Qty: 1		Ext. Net Price:	USD	853.85

**MARVIN**  
Windows and Doors

Built around you.



As Viewed From The Exterior

Entered As: CN

CN 3224

FS 37 3/8" X 57"

RO 38 3/8" X 57 1/2"

**Egress Information**

Width: 33 13/16" Height: 22 1/4"

Net Clear Opening: 5.22 SqFt

**Performance Information**

U-Factor: 0.29

Solar Heat Gain Coefficient: 0.29

Visible Light Transmittance: 0.51

Condensation Resistance: 57

CPD Number: MAR-N-68-05547-00001

ENERGY STAR: NC

**Performance Grade**

Licensee #1109

AAMA/WDMA/CSA/101/ I.S.2/A440-08

LC-PG40 1051X2464 mm (41.4X97 in)

LC-PG40 DP +40/-40

FL15162

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

6" Long Sill Horns.....30.15

Installed Installation Brackets.....20.39

\*\*\*Note: Unit Availability and Price is Subject to Change

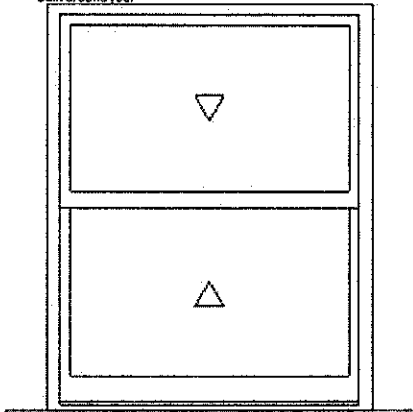
Initials required

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_



Line #8	Mark Unit: W4 MASTER BATH	Net Price:		1,220.93
Qty: 1		Ext. Net Price:	USD	1,220.93



As Viewed From The Exterior

Entered As: CN  
CN 4024  
FS 45 3/8" X 57"  
RO 46 3/8" X 57 1/2"  
**Egress Information**  
Width: 41 13/16" Height: 22 1/4"  
Net Clear Opening: 6.46 SqFt  
**Performance Information**  
U-Factor: 0.29  
Solar Heat Gain Coefficient: 0.29  
Visible Light Transmittance: 0.51  
Condensation Resistance: 57  
CPD Number: MAR-N-68-05547-00001  
ENERGY STAR: NC  
**Performance Grade**  
Licensee #739  
AAMA/WDMA/CSA/101/ I.S.2/A440-08  
LC-PG40 1153X1551 mm (45.4X61.1 in)  
LC-PG40 DP +40/-40  
FL15162

Primed Pine Exterior.....33.69  
Primed Pine Interior.....33.69  
Wood Ultimate Double Hung.....728.84  
CN 4024  
Rough Opening w/ Subsill  
46 3/8" X 57 1/2"  
Glass Add For All Sash/Panels.....310.33  
Top Sash  
Primed Pine Sash Exterior  
Primed Pine Sash Interior  
IG - 1 Lite  
Tempered 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  
Tempered 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.....26.60  
4 9/16" Jambs  
Exterior Casing - None.....15.07  
Primed Pine Standard Subsill  
6" Long Sill Horns.....30.15  
Installed Installation Brackets.....20.39  
\*\*\*Note: Unit Availability and Price is Subject to Change

Initials required

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Line #9	Mark Unit: W4 OPENING CONTROL DEV.	Net Price:		26.60
Qty: 1		Ext. Net Price:	USD	26.60

No Image Available

### Marvin Parts

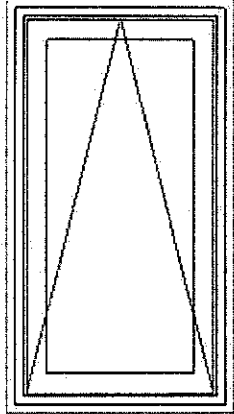
11850640 KIT, WINDOW OPENING CONTROL DEVICE, WHITE.....26.60

Initials required

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Line #10	Mark Unit: HALL BATH	Net Price:		573.73
Qty: 1		Ext. Net Price:	USD	573.73



As Viewed From The Exterior

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  
CPD Number: MAR-N-377-00206-00001  
ENERGY STAR: NC  
**Performance Grade**  
Licensee #1038  
AAMA/WDMA/CSA/101/LS.2/A440-11  
LC-PG40 1207X902 mm (47.5X35.5 in)  
LC-PG40 DP +40/-40  
FL13630

Stone White Exterior  
Stone White Interior  
Integrity Awning - Roto Operating.....424.67  
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.....56.33  
Tempered Low E2 w/Argon  
Stainless Perimeter Bar  
White Folding Handle  
Interior Aluminum Screen.....25.13  
Charcoal Fiberglass Mesh  
Stone White Surround  
2 1/4" Jamb  
Thru Jamb Installation  
Frame Filler.....22.53  
1" Frame Expander.....45.07  
\*\*\*Frame Expander Ship Loose  
\*\*\*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.  
\*\*\*Note: Unit Availability and Price is Subject to Change

Initials required  
Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Line #11	Mark Unit: STAIR	Net Price:		426.00
Qty: 1		Ext. Net Price:	USD	426.00

Materials WOOD REPLACEMENT SASH, 20" X 36" 1-1/2" LOW E IG 2" TOP AND SIDES, 3-1/4" BOTTOM

Initials required  
Seller: \_\_\_\_\_  
Buyer: \_\_\_\_\_

Line #12	Mark Unit: ENTRY	Net Price:		629.00
Qty: 1		Ext. Net Price:	USD	629.00

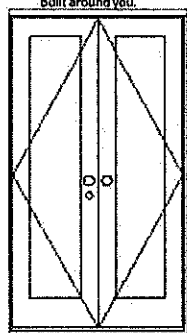
Materials WOOD REPLACEMENT SASH, 36" X 40" 1-1/2" LOW E IG TEMPERED, 2" TOP AND SIDES, 3-1/4"  
BOTTOM 629.00

Initials required

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Line #13	Mark Unit: 1ST FLR REAR KITCHEN	Net Price:	4,018.36
Qty: 1		Ext. Net Price:	4,018.36



Active Inactive

As Viewed From The Exterior

Entered As: CN  
CN 4070  
FS 48 5/8" X 86"  
RO 49 5/8" X 86 1/2"  
**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-414-14544-00001  
ENERGY STAR: N, NC, SC, 5  
**Performance Grade**  
No Performance Grade Information available.

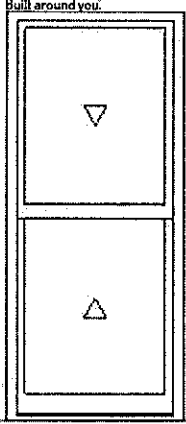
Primed Pine Exterior.....92.21  
Primed Pine Interior.....92.21  
Wood Ultimate Outswing French Door - XX Right Hand.....3,610.51  
CN 4070  
Rough Opening 49 5/8" X 86 1/2"  
Traditional Panels  
Left Panel  
Primed Pine Sash Exterior  
Primed Pine Sash Interior  
IG - 1 Lite  
Tempered Low E2 w/Argon  
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.....92.21  
No Handle Set on Inactive Panel  
Matte Black Adjustable Hinges 3 Per Panel.....58.52  
Bronze Ultrex Sill  
Beige Weather Strip.....41.67  
Bare Oak Sill Liner.....26.60  
4 9/16" Jambs  
Primed Pine BMC - Top.....15.96  
Installed Installation Brackets.....20.39  
\*\*\*Note: Unit Availability and Price is Subject to Change

Initials required

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Line #14	Mark Unit: 1ST FLR REAR DINING	Net Price:	1,219.15
Qty: 3		Ext. Net Price:	3,657.45
		USD	



As Viewed From The Exterior

Entered As: CN  
CN 2632  
FS 31 3/8" X 73"  
RO 32 3/8" X 73 1/2"  
**Egress Information**  
Width: 27 13/16" Height: 30 1/4"  
Net Clear Opening: 5.84 SqFt  
**Performance Information**  
U-Factor: 0.29  
Solar Heat Gain Coefficient: 0.29  
Visible Light Transmittance: 0.51  
Condensation Resistance: 57  
CPD Number: MAR-N-68-05547-00001  
ENERGY STAR: NC  
**Performance Grade**  
Licensee #739  
AAMA/WDMA/CSA/101/ I.S.2/A440-08  
LC-PG40 899X2059 mm (35.4X81.1 in)  
LC-PG40 DP +40/-40  
FL15162

Primed Pine Exterior.....33.69  
Primed Pine Interior.....33.69  
Wood Ultimate Double Hung.....728.84  
CN 2632  
Rough Opening w/ Subsill  
32 3/8" X 73 1/2"  
Glass Add For All Sash/Panels.....310.33  
Top Sash  
Primed Pine Sash Exterior  
Primed Pine Sash Interior  
IG - 1 Lite  
Tempered 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  
Tempered 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.....-26.60  
4 9/16" Jambs  
Exterior Casing - None.....-16.85  
Primed Pine Standard Subsill  
6" Long Sill Horns.....30.15  
Installed Installation Brackets.....20.39  
\*\*\*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

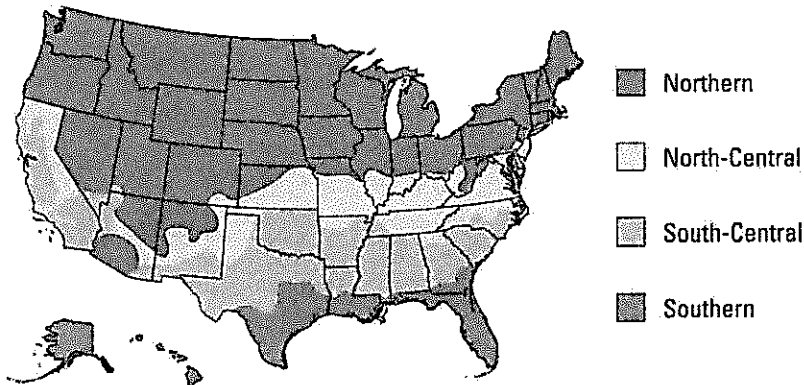
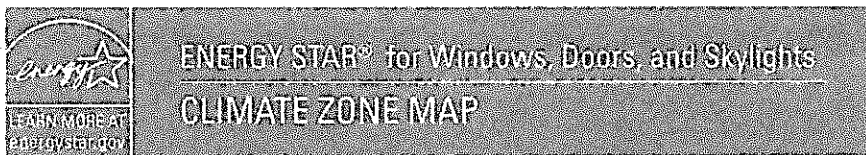
## Product and Performance Information

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.

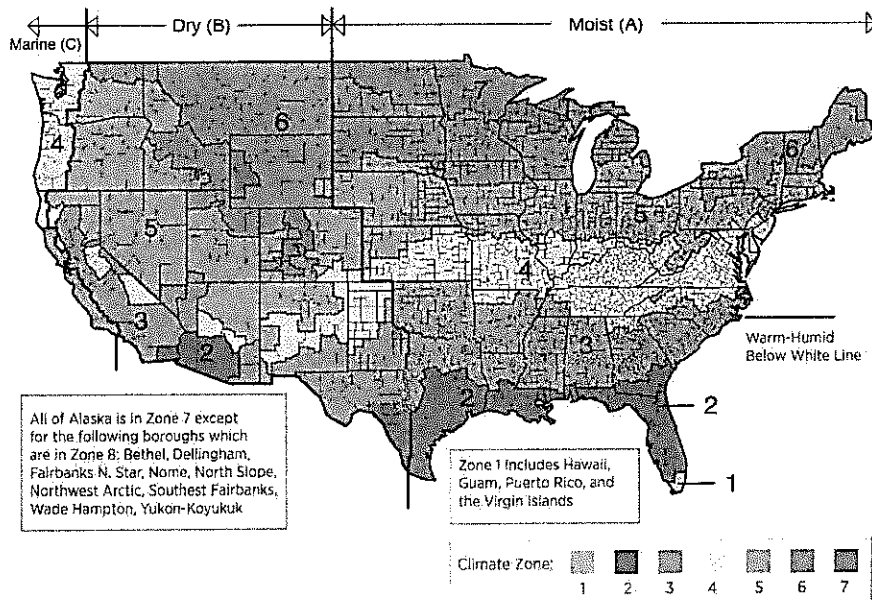
The National Fenestration Rating Council (NFRC) has developed and operates a uniform national rating system for the energy performance of fenestration products, including windows and doors. For additional information regarding this rating system, see [www.nfrc.org](http://www.nfrc.org).

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.



### International Energy Conservation Code (IECC) Climate Regions





## PURCHASE APPROVAL/SIGN OFF

<b>Project Subtotal Net Price: USD</b>	<b>20,535.09</b>
<b>Taxable Materials: USD</b>	<b>1,055.00</b>
<b>8.500% Sales Tax: USD</b>	<b>1,835.16</b>
<b>Project Total Net Price: USD</b>	<b>23,425.25</b>

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](http://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](http://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](http://www.P65Warnings.ca.gov/wood).

**FLEETWOOD CERTIFIED PROPOSAL**  
**GOLDEN STATE WIN & DOOR - SF**

Phone: 415-462-0020

**PROPOSAL #32, DETAIL REPORT version 1**

WWW.GOLDENSTATELUMBER.COM

(Prices honored if order confirmed by 10/3/2019)

ver: 1

Quote# 32

\*32\*

**Customer:** SEAPOINT  
#

**Est. Lead Time:** 7-9 Weeks

**Office Address:**

**Shipping Address:**

**PO:**

**Contact:**

**Job Name:** 64 POTOMAC

**Phone:**

SF

**Quoted By:** user

**Quote Date:** 5/6/2019

Call time: \_\_\_\_\_ contact:

Net Frame Dimension in inches: (width x height)  
Unless otherwise noted, all frames are viewed from exterior!

**Comments:**

**Job Specific Series Defaults**

(Unless otherwise specified per Item)

Review Product options carefully

**Series 250-T**

**Finish:** CLASS I, Dk. BRONZE ANODIZED

**Hardware:** BLACK

**Glass:** 1": Clear Cardinal 272 5mm-  
R,0.625argon,Clear 5mm-R (Glazed)

CLR5AE5G

**Spacer:** Black Endure (Bent Corners)

**Frame type:** Nail-On (Assembled)

**Boxing:** Cardboard

**Awng-Handle** Cam (4-Bar)

**Awng-Hinge\_type** 4-Bar

**Awng-Limit\_Device** No

**Awng-Screens** None

**Awng-Swing** Outside

**Geometry** Std-4 Sides

**Security\_locks** No

**Sill** See Frame Type

**SillPan** Yes

**Structural\_Rating** To meet a minimum 105  
MPH(Vult) wind speed

**Thermal\_Frame** Yes

**Water\_Rating** Performance varies

\_\_\_\_\_ init.

**FLEETWOOD CERTIFIED PROPOSAL**  
**GOLDEN STATE WIN & DOOR - SF**

Phone: 415-462-0020

**PROPOSAL #32, DETAIL REPORT version 1**

WWW.GOLDENSTATELUMBER.COM

(Prices honored if order confirmed by 10/3/2019)

ver: 1

Quote# 32

\*32\*

**Notes:**

**ITEM: 1-0      SERIES 250-T A/O**

Viewed from Exterior  
NFW=48.5 x NFH= 94.25

QTY	Each	Resale Price
1	\$2,915.72	\$2,915.72

\_\_\_\_\_ init

Room Ref: 1ST FLR REAR OFFICE

Weight/lb: 247.52      Cube/ft: 13.37

NFRC: FLE-M-92-00339-00001



*operable Awning  
over Fixed window*

Structural Options:  
(Sill-Tdl-cl)\_47.125-HEIGHT

Option Name	Option
Customer	Internal SDLs may rattle
Customer	Preserve glass film on 1 and 4 surfaces
Customer	SDLs equally divided in glass (not daylight)
Caution:	2 Cam Handles(pnl>40in)
Boxing	Cardboard
SDL	Ext/Int. 3/4in. Flat (SL-1C)
SDL_Division	Default (Equally Divided)
SDL_Pattern	3W4H
Energy_NFRC	U-Value:0.48_SHGC:0.28
Energy_Simulated	U-Value:0.38_SHGC:0.34

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 (8.5%):	\$247.84
<b>Resale Grand Total</b>	<b>\$3,163.56</b>

\*(may not include S&H or Tax)

Total Weight/lb:	247.52
Total Cube/ft:	13.37

**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: \_\_\_\_/\_\_\_\_/\_\_\_\_**

**FLEETWOOD CERTIFIED PROPOSAL**

**GOLDEN STATE WIN & DOOR - SF**

**Phone: 415-462-0020**

**PROPOSAL #32, DETAIL REPORT version 1**

**WWW.GOLDENSTATELUMBER.COM**

(Prices honored if order confirmed by 10/3/2019)

**ver: 1**

**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/SI version available upon request.)

<u>Category:</u>	<u>Series:</u>	<u>Item:</u>	<u>Glazing*:</u>	<u>VT:</u>	<u>NFRC</u>	<u>Simulated Performance Alternative</u>	<u>Glazing Area (ft2)*Qty:</u>
					U-Factor / SHGC	U-Factor / SHGC	
WINDOW	Series 250-T	1-0	A	0.45	0.48   0.28	0.38   0.34	31.74 [48.5x94.25]*1

<u>WINDOW Weighted Average</u>				<u>(ft2): 31.74</u>
NFRC:	U-Factor:	0.48	SHGC: 0.28	
Simulated Performance Alternative		0.38	0.34	

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.)

The overall product U-Factor combines the center-of-glass, product frame and edge-of-glass U-Factors in a frame model.

Note: All U-factors and SHGC values are shown with non-tinted glass. Tint on glass will further reduce the SHGC values.

<u>*Glazing Type:</u>	<u>Description:</u>		
A CLR5AE5G	1": Clear Cardinal 272 5mm-R_0.625argon_Clear 5mm-R	0.25	0.41

**NFRC Prescriptive Sizes:**

Series	Configuration	Width x Height (in)
Series 250-T	Awning	59 x 23

**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.

**IECC.** International Energy Conservation Code.



**Seapoint Construction, Inc.**

3145 Geary Boulevard, #312  
 San Francisco, CA 94118 US  
 (415) 596-3168  
 sean@seapointconstruction.com

**Invoice****BILL TO**

Caroline Ingeborn & Gustav Lindqvist  
 64 Potomac Street  
 San Francisco, CA

INVOICE  
 DATE  
 TERMS  
 DUE DATE

64-2  
 04/25/2019  
 Due on receipt  
 04/25/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/25/2019	General Requirements 1.000 General Requirements	0.1299024	102,323.00	13,292.00
04/25/2019	Site Set up & Maint. 2.100 Site Set up/Maint.	0.125	16,458.00	2,057.25
04/25/2019	Demolition 2.200 Demo & Concrete Cutting	0.3732218	25,588.00	9,550.00
04/25/2019	Earthwork 2.300 Earthwork/Grading	1	6,000.00	6,000.00
04/25/2019	Shoring 2.400 Shoring & Underpinning	0	3,200.00	0.00
04/25/2019	Drainage 2.600 Drainage/Site Utilities	0	5,270.00	0.00
04/25/2019	Landscape 2.900 Landscape	0	4,800.00	0.00
04/25/2019	Concrete 3.100 Poured in Place Concrete	1	10,575.00	10,575.00
04/25/2019	Carpentry 6.100 Rough Carpentry	0.50	37,650.00	18,825.00
04/25/2019	Carpentry 6.200 Ext Finish Carpentry	0	5,923.00	0.00
04/25/2019	Carpentry 6.250 Int Finish Carpentry	0	32,004.00	0.00
04/25/2019	Carpentry 6.300 Architectural Woodwork	0	22,284.00	0.00
04/25/2019	Water Proofing 7.130 Waterproofing	0	3,415.00	0.00
04/25/2019	Insulation 7.200 Insulation	0	7,063.00	0.00
04/25/2019	Roofing 7.300 Roofing & Membrane	0	15,500.00	0.00
04/25/2019	Siding 7.400 Cladding & Siding	0	4,600.00	0.00
04/25/2019	Sheetmetal 7.600 Sheetmetal Fabrication	0	3,720.00	0.00
04/25/2019	Caulking 7.800 Caulking & Sealants	0	750.00	0.00
04/25/2019	Doors 8.100 Interior & Exterior Doors	0	17,250.00	0.00

04/25/2019	Doors 8.110 Specialty Doors - Garage	0	4,000.00	0.00
04/25/2019	Windows 8.500 Windows	0	22,750.00	0.00
04/25/2019	Hardware 8.700 Finish Hardware	0	9,700.00	0.00
04/25/2019	Windows 8.800 Glazing	0	4,000.00	0.00
04/25/2019	Finishes 9.100 Stucco & Plaster	0	4,000.00	0.00
04/25/2019	Finishes 9.250 Gypsum Board	0	22,228.00	0.00
04/25/2019	Finishes 9.300 Tile	0	12,640.00	0.00
04/25/2019	Finishes 9.600 Wood Flooring	0	26,250.00	0.00
04/25/2019	Finishes 9,.800 Carpets/Resilient Flooring	0	2,880.00	0.00
04/25/2019	Finishes 9.900 Painting & Wall Coverings	0	39,005.00	0.00
04/25/2019	Specialties 10.800 Bath Accessories	0	420.00	0.00
04/25/2019	Appliances 11.400 Appliances	0	1,520.00	0.00
04/25/2019	Plumbing 15.100 Plumbing	0	36,110.00	0.00
04/25/2019	HVAC 15.500 HVAC	0	11,700.00	0.00
04/25/2019	Electrical 16.100 Electrical	0	38,580.00	0.00
				Subtotal: 60,299.25
04/25/2019	Overheads 10%	0	560,156.00	0.00
04/25/2019	Profit 2%	0	560,156.00	0.00
04/25/2019	ADDITIONAL COSTS	0		0.00
04/25/2019	Services 1. Add Powder Room	0	6,900.00	0.00
04/25/2019	Services 2. Add Concrete Beam in Garage	1	6,750.00	6,750.00
04/25/2019	Services 3. Additional Excavation	1	4,320.00	4,320.00
04/25/2019	Services 4. Additional structural Framing	0.5000431	11,592.00	5,796.50
04/25/2019	Services 5. Dry Rot Replacement Work	1	16,840.00	16,840.00

BALANCE DUE

**\$94,005.75**



Lic #896999

## PRELIMINARY Cost Estimate - 64 Potomac

Architectural plans by , dated

Structural Plans by , dated

Feb 27, 2019

Item CSI	Item Description	TOTAL	Notes
<b>1.000</b>	<b>General Requirements</b>	102,323	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
01.200	Project Coordination	-	Included
01.300	Permits/Fees/Inspections	-	By Owner
01.350	Project Manager	-	Included
01.370	On-Site Supervision	-	Included
01.500	Site Protect. & Temp Facil.	-	Included
01.595	Punchlist Items	-	Included
01.600	Tools, Equip, Mat. Handling	-	Included
01.700	Clean Up	-	Daily Clean Up during Project
01.800	Special Inspections	-	By Owner
		-	
<b>2.000</b>	<b>Sitework</b>	-	
02.100	Site Set up/Maintenance	16,458	Tool & equipment rental, finish protection, final clean
02.200	Demolition & Concrete Cutting	25,588	Basement/First/Second level demo
02.300	Earthwork/Grading	6,000	Hand-dig at new footing
02.400	Shoring and Underpinning	3,200	Shoring @ stairs
02.500	Underground Piped Utilities	-	NA
02.510	Asphalt Paving	-	NA
02.600	Drainage/Site Utilities	5,270	Exterior & Interior Drains
02.900	Landscape (Hardscape)	4,800	Driveway new/Sidewalk patch-in
<b>3.000</b>	<b>Concrete</b>		
03.100	Poured In Place Concrete	10,575	New footing & concrete patching @ new drain tie-ins
03.300	Concrete Specialties	-	NA
03.370	Concrete Slabs	-	NA
<b>4.000</b>	<b>Masonry</b>	-	NA
04.200	CMU and Brick	-	
04.300	Glass Block	-	
04.400	Slab Stone/Countertops	-	
04.420	Exterior Stone Cladding	-	
04.600	Cast Stone	-	
		-	
<b>5.000</b>	<b>Metals</b>	-	NA
05.100	Structural Steel	-	
05.750	Metal Fabrication	-	
		-	
<b>6.000</b>	<b>Wood &amp; Plastic</b>	-	



06.100	Rough Carpentry	37,650	New structural Framing
06.200	Exterior Finish Carpentry	5,923	Exterior door and window casing/parapet trim
06.250	Interior Finish Carpentry	32,004	Interior door and window casings/baseboard/crown/paneling/wainscoating
06.270	Interior Stairs and Railings	-	NA
06.300	Architectural Woodwork	22,284	Stair railing treatments
06.400	Casework	-	NA
06.700	Plastics	-	NA
		-	
<b>7</b>	<b>Thermal and moisture protection</b>	-	
07.130	Waterproofing	3,415	Door & window waterproof wraps/parapet waterproofing
07.160	Cementitious Waterproofing	-	NA
07.200	Insulation	7,063	Wall/Ceiling/Floor Insulation
07.300	Roofing and Membranes	15,500	New roof through out
07.400	Cladding & Siding	4,600	Rear elevation patch-ins/front elevation patch-ins
07.600	Sheetmetal Fabrication	3,720	New door & window heads/parapet flashings
07.700	Gutters and Downspouts	-	NA
07.800	Caulking and sealants	750	Supplemental caulking and sealants
<b>8</b>	<b>Doors &amp; Windows</b>	-	
08.100	Interior & Exterior Doors	17,250	Allowance pending homeowners final decision.
08.110	Speciality Doors - Garage	4,000	Sectional garage door
08.300	Overhead Doors	-	NA
08.500	Windows	22,750	Allowance replacements & custom wood - need window schedule
08.600	Skylights	-	NA
08.700	Finish Hardware	9,700	Hardware Labor/Designer providing materials
08.800	Glazing	4,000	Master bath enclosure/kid's bath glass panel
<b>9</b>	<b>Finishes</b>	-	
09.100	Stucco and Plaster	4,000	Ceiling medallions
09.200	Drywall	-	NA
09.250	Gypsum Board	22,228	
09.300	Tile	12,640	Tile labor only - materials by designer
09.400	Terrazo	-	NA
09.600	Wood Flooring	26,250	New chevron hardwood first & second levels/stair cladding
09.800	Carpets/Resilient Flooring	2,880	Vinyl flooring @ basement foyer and laundry area
09.900	Painting and Wall Coverings	39,005	New interior/Exterior complete
<b>10</b>	<b>Specialties</b>	-	
10.300	Fireplaces	-	NA
10.800	Bath Accessories	420	Labor, Designer/homeowner providing materials
		-	
<b>11</b>	<b>Equipment</b>	-	
11.010	Vacuum System	-	
11.400	Appliances	1,520	to save fees assume owner vendor furnishes/installs, Seapoint coordinates
		-	
<b>12</b>	<b>Furnishing</b>	-	NA

		-	
13	Special Construction	-	NA
		-	
14	Conveying Systems	-	NA
14.100	Dumbwaiter	-	
14.200	Elevators	-	
		-	
15	Mechanical	-	
15.100	Plumbing	36,110	Rough and Trim. Fixtures by Designer
15.300	Fire Protection	-	NA
15.400	Plumbing Fixtures	-	NA
15.500	HVAC	11,700	New HVAC, New Vent. @ baths, laundry, kitchen.Superintendent coordination
15.700	Hydronic Heating		
		-	
16	Electrical	-	
16.100	Electrical	38,580	Rough and Trim, recessed and florescent lights. Fixture Allowance \$2550 pending. Decorative & surface mounted Fixtures by Owner
16.500	Electrical Fixtures	-	
16.700	Communications	-	
16.800	Sound and Video	-	
	Misc. Materials	-	
SUBTOTAL		560,156.00	
OH @ 10%		56,015.60	
Profit 2%		11,203.12	
TOTAL		627,374.72	

# 64 POTOMAC STREET

# SAN FRANCISCO, CA 94117

OWNER

Caroline Ingeborn  
Gustav Lindqvist  
64 Potomac Street  
San Francisco, CA 94117

CONSULTANTS

INTERIOR DESIGN  
HOMEWORK  
1627 McAllister Street  
San Francisco, CA 94115

STRUCTURAL ENGINEERING  
FTF ENGINEERING, INC  
1916 McAllister Street  
San Francisco, CA 94115

DRAWING INDEX

- A0 Cover Sheet
- A1 Site Plan
- A2 Basement Plans
- A3 1st Floor Plans
- A4 2nd Floor Plans
- A5 Exterior Elevations

- S1
- S2
- S3
- S4

PROJECT DATA

BLOCK & LOT: 0866/014  
LOT SIZE: 25' x 90' = 2,250 SF  
ZONING: RH-2  
REAR YARD: AVERAGE OF ADJACENT BLDG  
CONSTRUCTION TYPE: V-B NON-SPRINKLERED  
EXISTING OCCUPANCY: SINGLE FAMILY  
PROPOSED OCCUPANCY: SINGLE FAMILY  
APPLICABLE CODES: 2018 CALIFORNIA CODES W/ SAN FRANCISCO AMENDMENTS

SCOPE OF WORK

- 1. Interior renovation of Kitchen and Dinning 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 accomodate interior partition changes.
- 5. Provide new electrical, plumbing and mechanical within ares of work.
- 6. Remove brick chimney. Provide new roof at chimney.
- 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.

VICINITY MAP



GENERAL NOTES

- 1. All work shall be performed in complete compliance with all applicable codes laws ordinances and regulations of all authorities having jurisdiction over the work. All Contractors shall hold harmless the Architect/Engineer and the Owner from all damages and/or penalty arising out of violation thereof.
- 2. All attachments connections or fastening of any nature are to be properly and permanently secured in conformance with the best practice of the building industry. Drawing show only special requirements to assist the contractor and do not illustrate every detail.
- 3. The Contractor shall be responsible for verifying all conditions dimensions and measurements in the field before beginning work. Any and all discrepancies, unusual circumstances, errors omissions and/or conflicts shall be reported to the Architect/Engineer's and the Owners attention immediately before proceeding with the work.
- 4. The Contractor shall be responsible for coordination between Architectural, Structural, Fire Protection, Mechanical, Plumbing, and Electrical. This includes reviewing the requirements of individuals systems before ordering and installation of any work, verify all architectural details and all finish conditions (whether depicted in drawings or not) with the same disciplines.
- 5. 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, plum and square.
- 6. The Contractor shall be responsible for all shoring and protection during construction. All existing improvements to remain shall be protected. All materials delivered to the site shall be properly stored and protected until installation. All lumber shall be protected from moisture and stored above ground.
- 7. Detailed and/or larger scale drawings shall take precedence over general and smaller scale drawings. Figure dimensions shall take precedence over scale dimensions. All scale dimensions shall be verified.
- 8. 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.
- 9. Note that Mechanical, Electrical, Fire Protection, Plumbing and Communications are design build items. Architectural drawings shall show design intent contractor to confirm all system requirements with building owner and Srchitect 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.
- 10. The Contractor shall be responsible for applying in obtaining all required per inspections to confirm with local building and fire codes.
- 11. Do not scale drawings. Written dimensions govern.
- 12. Details shown our typical, similar detail apply in similar conditions.
- 13. Verify clearances for vents, chases, soffits, fixtures before any construction, ordering of or installation of any item of work.
- 14. Unless otherwise noted the contractor shall provide solid blocking and backing as required for all nailing of interior trim and finishes, and shall coordinate and provide all framing, backing and bracing as necessary for installation of equipment indicated on the drawings, provide backing plates and all bath accessories, handrails, cabinets, towel bars, wall-mounted fixtures and any other items attached to wall.
- 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 an approved agency.
- 16. Thermal and sound insulating shall comply with C.B.C. sec. 719.
- 17. All wall and ceiling finishes shop comply with C.B.C. chapter 8.
- 18. All new smoke detectors to be hard wired.

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COVER SHEET

SCALE: N.T.S.

SHEET

A0



ELECTRICAL NOTES:

Electrical subpanel(s)is on floor plans. Panes shall not be located in the vicinity of easily ignitable material(s) such as clothing closets. Panels in firewall shall be real relocated or properly protected to maintain firewall separation.

GFCI protected outlets at the following locations:  
(A) Garage  
(B) Unfinished basement, crawl and storage spaces  
(C) Within 6' of sink or basin  
(D) Exterior (waterproof)

Receptacle outlets at the following locations:  
(A) 12' O.C. max and within 6' of the end of walls  
(B) Any wall space 2' or more wide  
(C) At each kitchen and dining area counter space wider than 12' so that no point in any hallway 10' or more in length

Light fixture in tub or shower enclosures and exterior light fixtures shall be labeled suitable for damp locations.

Appliances fastened in place, such as dishwashers, garbage disposals, trash compactor's, microwave ovens, etc. shall be supplied by separate branch circuit rated for the appliance or load served.

Receptacles for fixed appliances shall be accessible, not behind appliance.

A circuit suitable for the load with minimum of 30 amp years is required for an electrical clothes dryer.

ENERGY NOTES:

Permanently installed luminaires in kitchen shall be high efficacy luminaires. Up to 50% of wattage, as determined in section 130(C), of permanently install luminaires in kitchen maybe in luminaires that are not high efficacy luminaires, provided that these luminaires are controlled by switch is separate from those controlling the high efficacy luminaires.

Each room containing a water closet shelf have at least one luminaire with lamps and efficacy of not less than 40 lumens per watt for 15 watt or smaller, 50 lumen per watt for 16watt - 40watt and 60 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 cover my underwriters laboratories or other approved laboratories. Fireplaces, decorative gas appliances and gas logs installation of factory built and masonry fireplace shall include:  
(A) Closable metal or glass doors  
(B) Combustion air intake (6 in. sq. minimum) to draw air from outside of the building directly into light-fitting or combustion air control device. Exception: an outside combustion air intake is not required if the fireplace is installed over concrete slab flooring and the fireplace is not located on an exterior wall.  
(C) A flue damper with a readily accessible control. Exception: When a gas log, log lighter, or decorative gas appliance is installed in a fireplace , the flue damper shall be blocked open if required by the manufacturer's installation or the state Mechanical Code.

PLUMBING AND MECHANICAL NOTES:

Air ducks 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 exhaust extending to outside.

Non-removable backflow prevention devices on all exterior hose bibs.

Size of water closet to be maximum allowable 1.6 gallons per flush.

Shower and tub shower shall be provided with pressure balance or thermostatic mixing valve controls. Handle positions stops shall be provided on such valves and shall be adjusted per manufacturers instructions to deliver a maximum mixed water setting of 120°F. The water heater thermostat shall not be considered a suitable control for meeting this provision , UPC 4107.

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 sap safety glasses or approved plastic.

Tempered glass shall be a fixed with a permanent label.

SANITATION NOTES:

Shower stall finish shall be ceramic tile extending 70 inches above the drain inlet.

Moisture resistant underlayment(e.g. water resistant gypsum board) to a height of 70 inches above the drain inlet UBC 8067.1.3.

BATHROOM NOTES:

Exhaust fans Are capable of providing five air changes per hour.  
Exhaust fans with Backdraft damper shall terminate minimum 3 feet from any property line and building openings.  
Branch circuits a 20A circuit is required to serve the required bathroom outlets. This circuit cannot supply any other receptacle lights and fans etc.

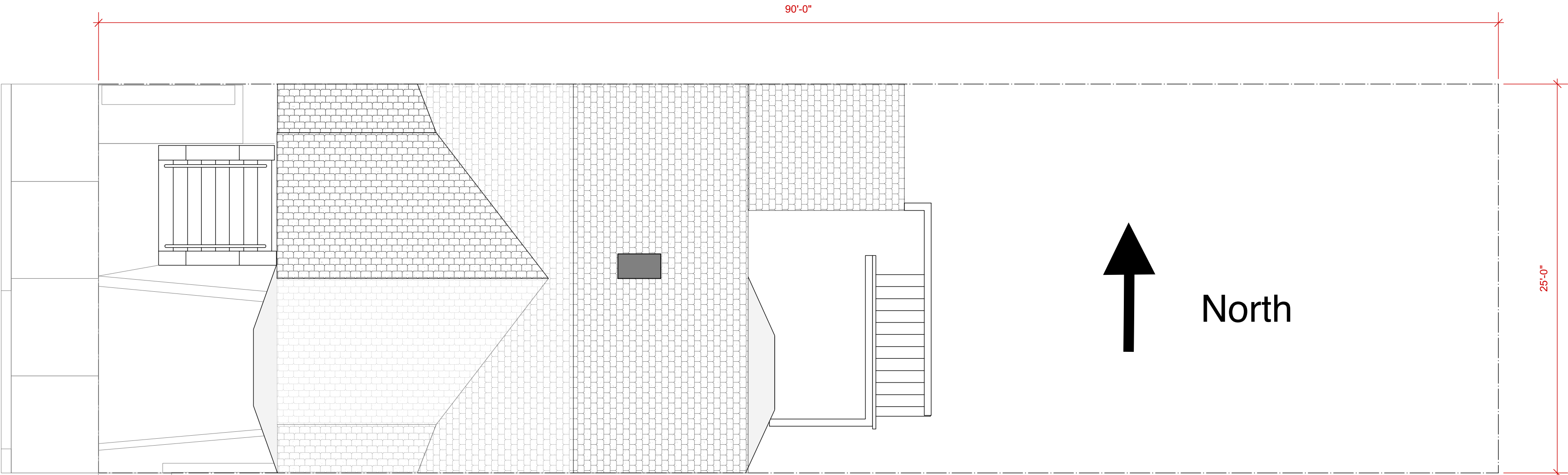
NOTES:

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 minimum from property line and building opening.

Venting systems shall terminate not less than 4 feet below or 4 feet horizontally from, and not less than 1 foot above a door, and open a window or a gravity and air inlet into a building. Venting system shall terminate at least 3 feet above an outside or make up air inlet located within 10 feet at least 4 feet from the property line except a public way.

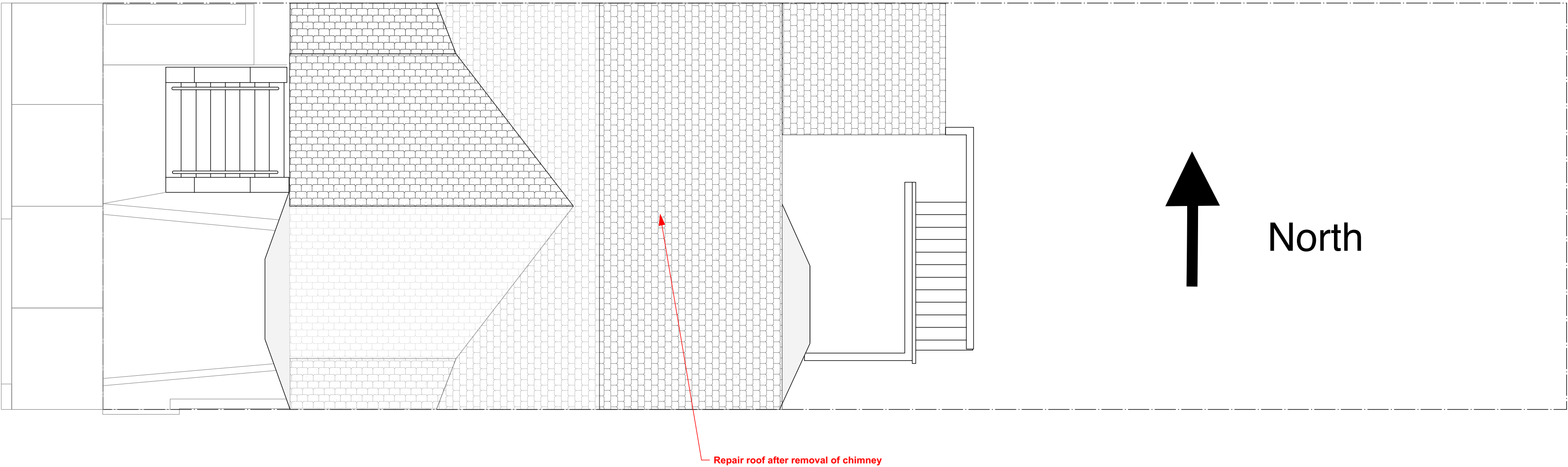
Potomac Street



1

EXISTING SITE PLAN  
SCALE: 3/16"= 1'-0"

Potomac Street



2

PROPOSED SITE PLAN  
SCALE: 3/16"= 1'-0"

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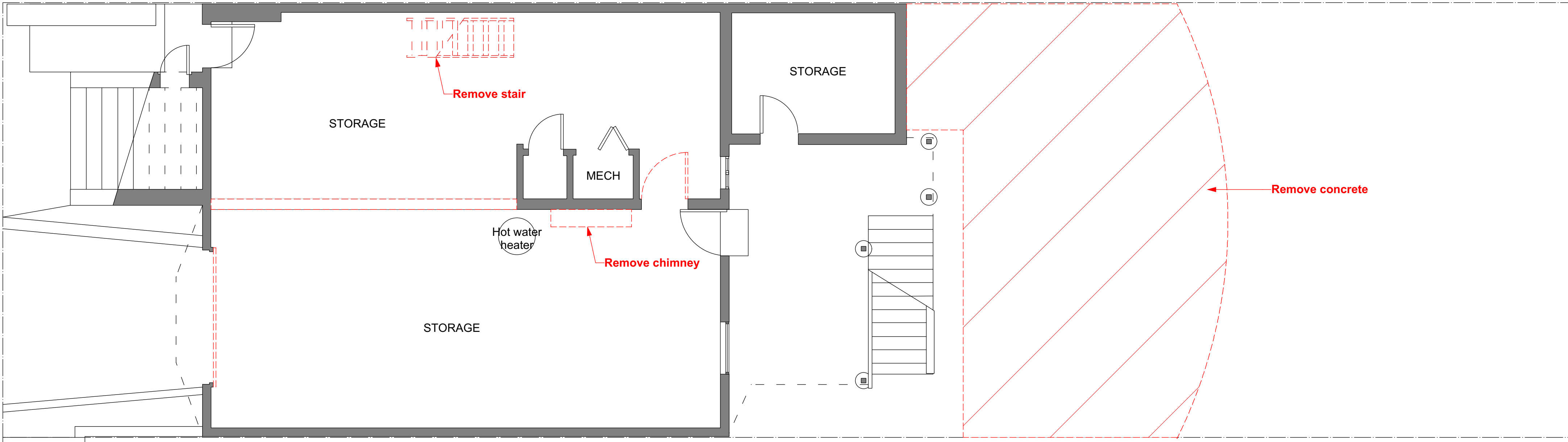
64 POTOMAC ST

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SITE PLAN

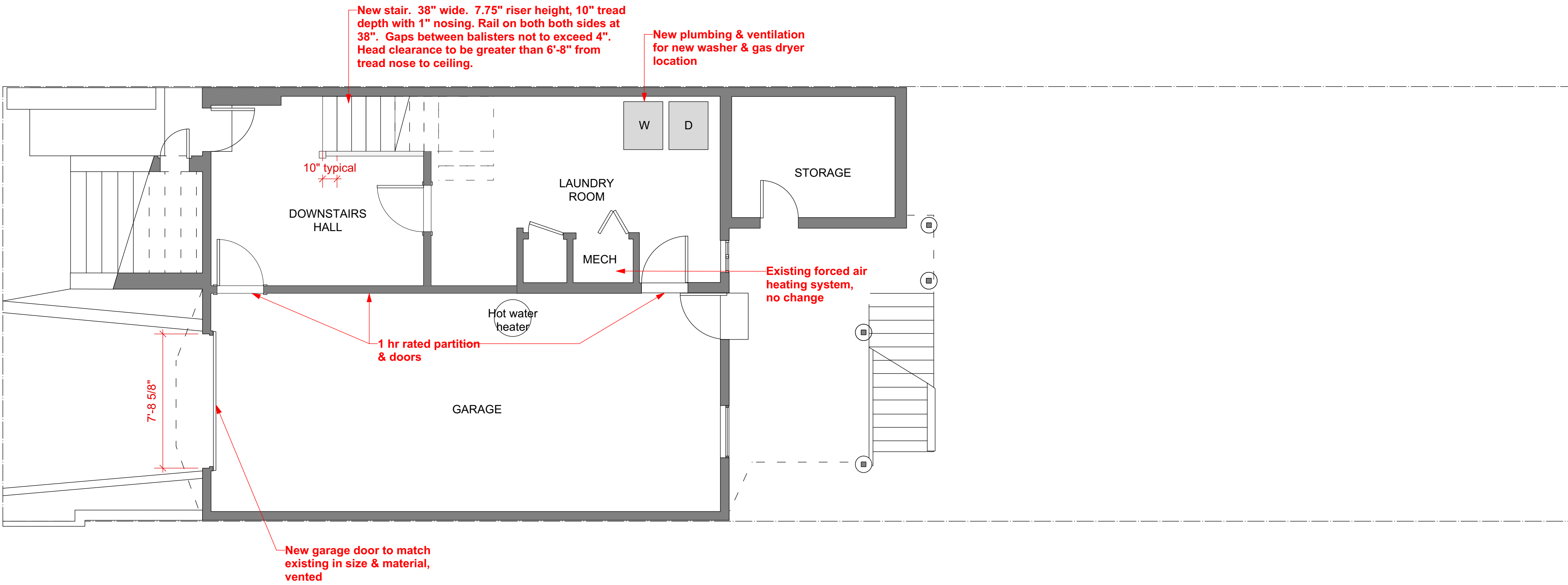
SCALE: 3/16"=1'-0"  
SHEET

A1



2

EXISTING/DEMO BASEMENT FLOOR PLAN  
SCALE: 1/4"= 1'-0"



1

PROPOSED BASEMENT FLOOR PLAN  
SCALE: 1/4"= 1'-0"

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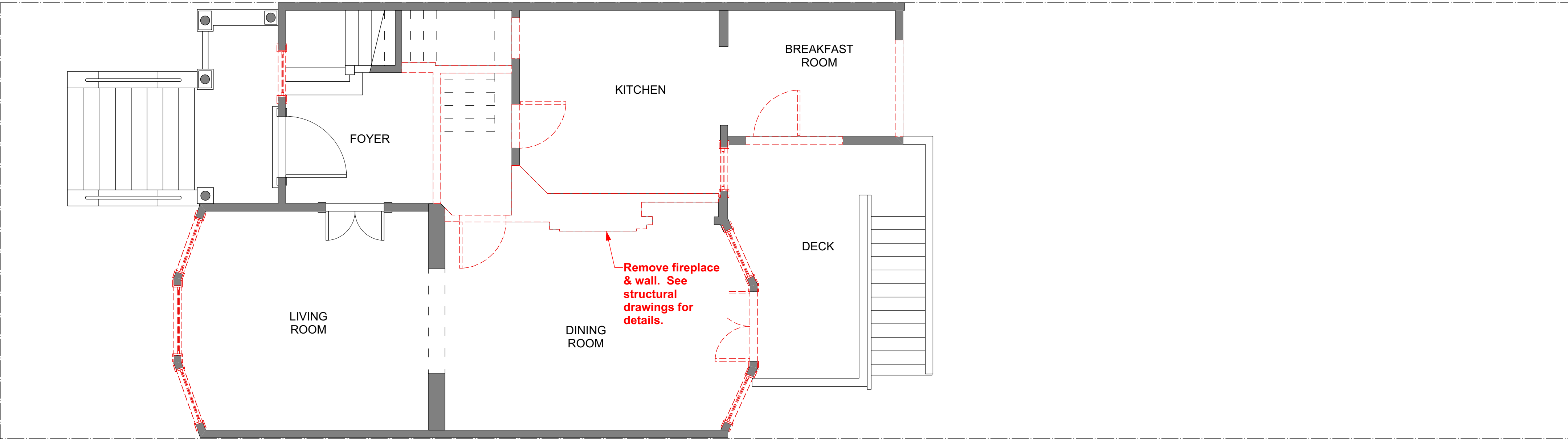
BASEMENT  
FLOOR  
PLANS

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

SHEET

A2

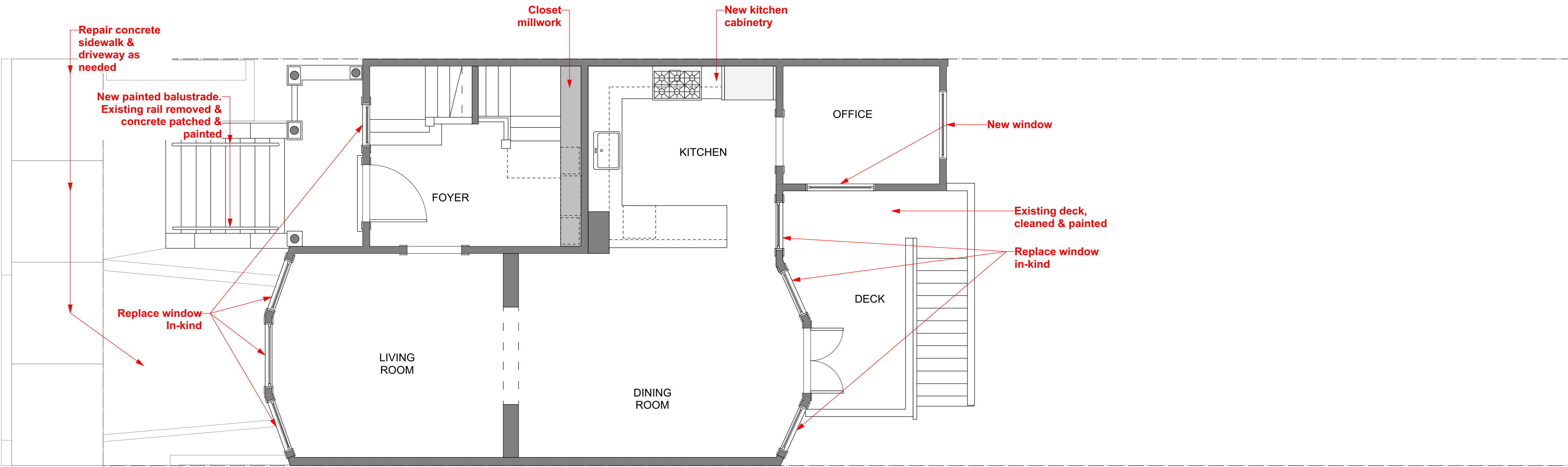




LEGEND  
--- Demo Wall

2

EXISTING/DEMO 1ST FLOOR PLAN  
SCALE: 1/4"= 1'-0"



1

PROPOSED 1ST FLOOR PLAN  
SCALE: 1/4"= 1'-0"

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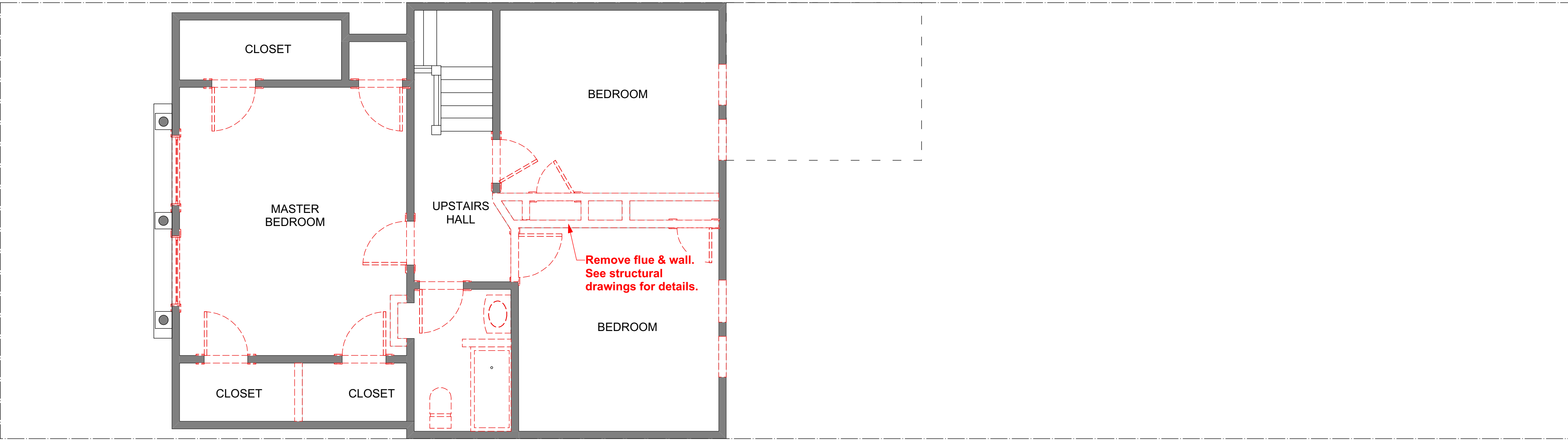
DATE  
12.12.18

1ST FLOOR  
PLANS

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

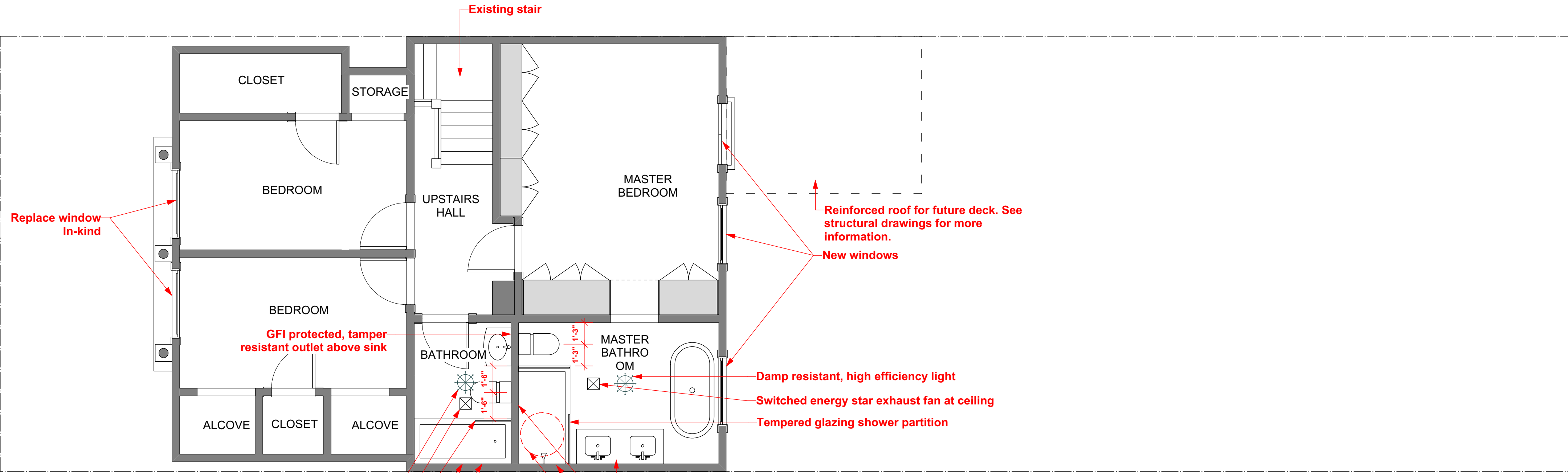
SHEET

A3



LEGEND  
--- Demo Wall

2 EXISTING/DEMO 2ND FLOOR PLAN  
SCALE: 1/4"= 1'-0"



NEW WATER EFFICIENT FIXTURES  
PER CALIFORNIA CIVIL CODE  
1101.4 (A)  
-TOILETS (2)  
-FAUCETS (BATHROOM SINK) (3)  
-SHOWERHEADS (2)

1 PROPOSED 2ND FLOOR PLAN  
SCALE: 1/4"= 1'-0"

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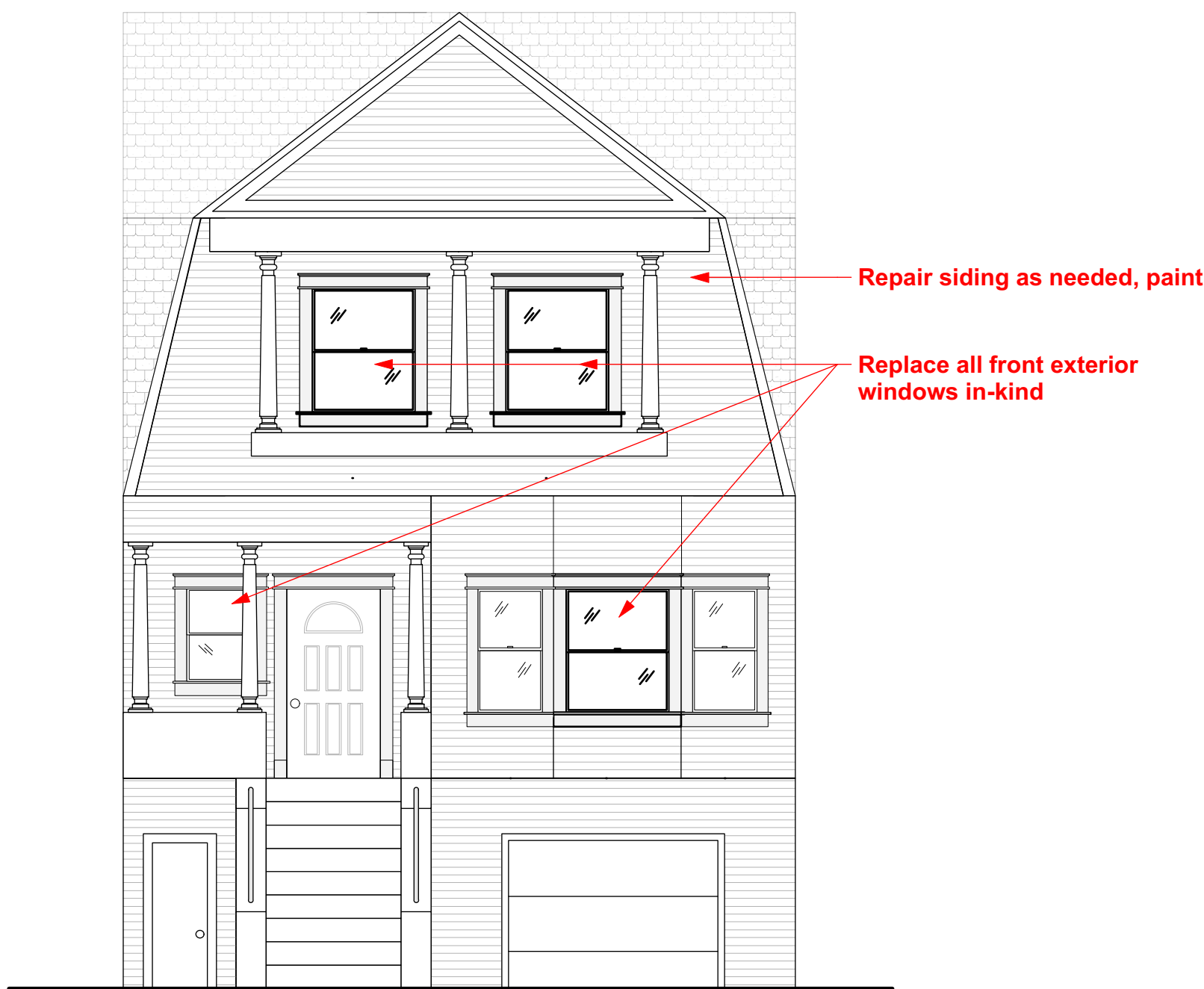
2ND FLOOR  
PLANS

SCALE: 1/4"=1'-0"  
SHEET

A4



1 EXISTING FRONT ELEVATION  
SCALE: 3/16"= 1'-0"



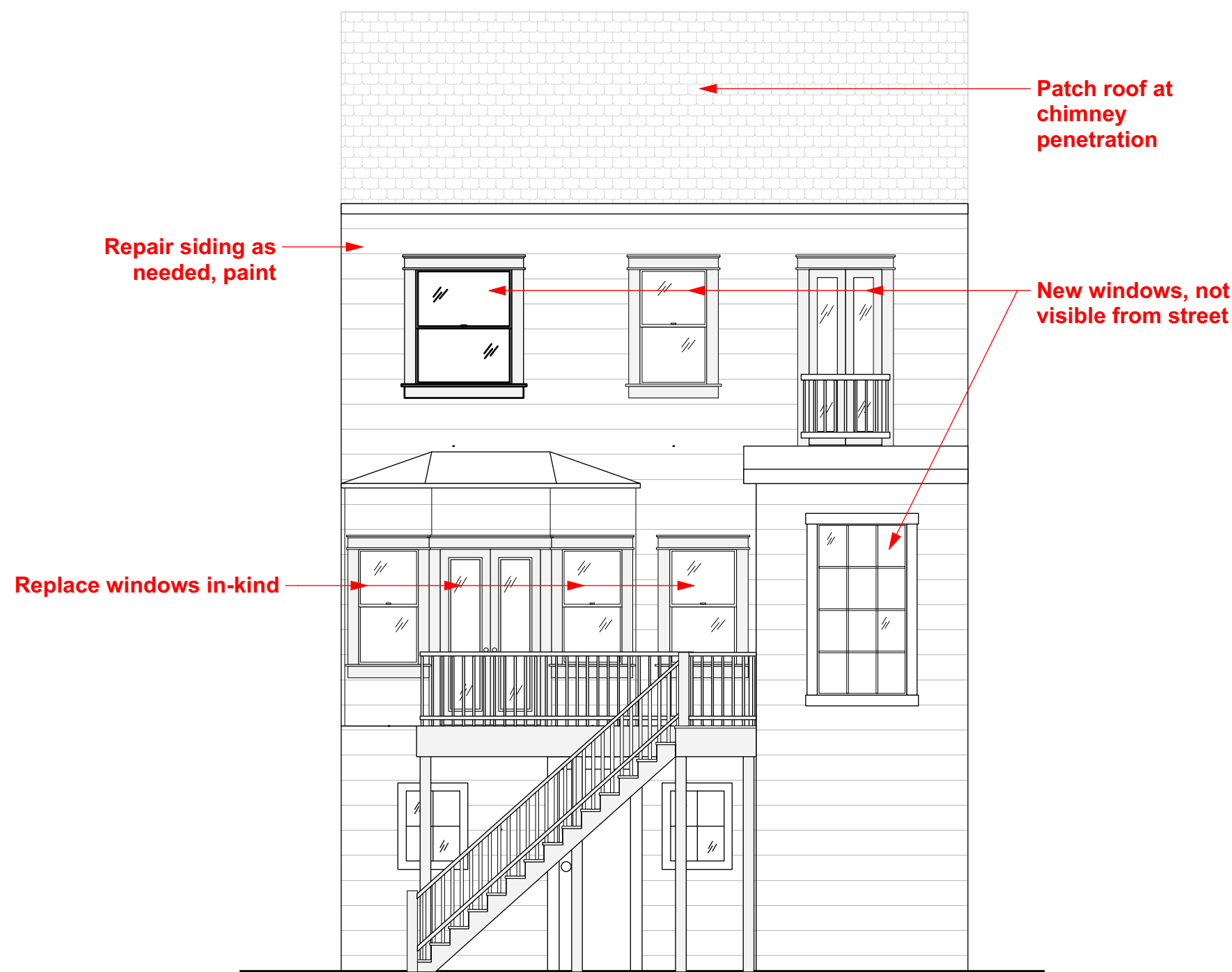
2 PROPOSED FRONT ELEVATION  
SCALE: 3/16"= 1'-0"



5 EXISTING (REAR) PARTIAL NORTH ELEVATION  
SCALE: 3/16"= 1'-0"



3 EXISTING REAR ELEVATION  
SCALE: 3/16"= 1'-0"



4 PROPOSED REAR ELEVATION  
SCALE: 3/16"= 1'-0"



6 PROPOSED (REAR) PARTIAL NORTH ELEVATION  
SCALE: 3/16"= 1'-0"

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EXTERIOR  
ELEVATIONS

SCALE: 3/16"=1'-0"  
SHEET

A5



STRUCTURAL NOTES:

I. DESIGN CRITERIA:

1. DESIGN CONFORMS TO THE CALIFORNIA BUILDING CODE (CBC), 2016 EDITION, AND AMENDMENTS BY THE LOCAL JURISDICTION.
2. DEAD LOADS: BASED ON WEIGHTS OF EXISTING AND NEW MATERIALS OF CONSTRUCTION.
3. LIVE LOADS:
- ROOF (FLAT) . . . . .= 20 PSF
- FLOOR . . . . .= 40 PSF
4. SEISMIC (ASCE 7-10):
- V = 0.155 W (LRFD)
- SEISMIC DESIGN CATEGORY . . . . .= D
- IMPORTANCE FACTOR (I) . . . . .= 1.0
- REDUNDANCY FACTOR RHO (ρ) . . . . .= 1.0
- SITE CLASS . . . . .= D
- LAT., LONG. . . . .(37.7702, -122.4326)
- MAPPED VALUES . . . . .
- Ss = 1.508
- S1 = 0.681
- SDs = 1.01
- SD1 = 0.68
- SEISMIC VALUES . . . . .
- S1 = 0.681
- SDs = 1.01
- SD1 = 0.68
- STRUCTURAL SYSTEM FACTOR . . . . .R = 6.5 PLYWOOD SW
- ANALYSIS PROCEDURE . . . . .LINEAR STATIC

II. STRUCTURAL DRAWINGS:

1. NOTES, TYPICAL DETAILS AND SCHEDULES APPLY TO ALL STRUCTURAL WORK UNLESS NOTED OTHERWISE. FOR CONDITIONS NOT SPECIFICALLY SHOWN PROVIDE DETAILS OF A SIMILAR NATURE. VERIFY APPLICABILITY WITH THE ENGINEER IF NEEDED.
2. REVIEW ALL EXISTING FEATURES AND CONDITIONS UPON WHICH THESE DRAWINGS RELY.
3. COMPARE STRUCTURAL DRAWINGS WITH THE VARIOUS OTHER DRAWINGS AND SPECIFICATIONS BEFORE COMMENCING THE WORK. NOTIFY THE ENGINEER OF ANY DISCREPANCIES AND DO NOT PROCEED WITH AFFECTED WORK UNTIL THEY ARE RESOLVED.
4. DO NOT SCALE DRAWINGS TO OBTAIN DIMENSIONAL INFORMATION.
5. SEE ARCHITECTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS AND SPECIFICATIONS FOR INSERTS, SLEEVES, BLOCKOUTS AND OTHER CONDITIONS.
6. SEE ARCHITECTURAL DRAWINGS FOR ALL WATERPROOFING AND DAMPROOFING DETAILS.

III. CONSTRUCTION:

1. ALL WORK SHALL CONFORM TO CALIFORNIA BUILDING CODE, 2016 EDITION.
2. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION OF THIS BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ANY SHORING, BRACING AND SCAFFOLDING REQUIRED TO COMPLETE THIS WORK. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING, BRACING, AND SCAFFOLDING IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES. SHORING AND BRACING SHALL REMAIN IN PLACE UNTIL FLOORS, ROOFS, WALLS, AND SHEATHING THAT AFFECT THE SHORED PORTION OF THE WORK HAVE BEEN ENTIRELY CONSTRUCTED. THE ENGINEER'S PRESENCE OR REVIEW OF THE WORK DOES NOT INCLUDE THE ADEQUACY OF THE CONTRACTOR'S METHODS OR MEASURES.
3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PREVENT DAMAGE AND MINIMIZE MOVEMENT/SETTLEMENT OF EXISTING OR NEW CONSTRUCTION INSIDE OR OUTSIDE OF THE PROJECT LIMITS. THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR ALL SHORING, BRACING, AND SOIL RETENTION SYSTEMS NEEDED TO BRING THE PROJECT TO ITS PERMANENT (AS DESIGNED) CONDITION.
4. THE CONTRACTOR'S TEMPORARY MEASURES SHALL BE ARRANGED OR DESIGNED SO AS TO NOT ALTER OR AFFECT THE PERMANENT STRUCTURE.
5. THE IMPOSED CONSTRUCTION LOADS SHALL NOT BE MORE THAN DESIGN LIVE LOADS.
6. WORK SHALL INCLUDE REPAIR AND/OR REPLACEMENT OF DEFECTIVE ITEMS.
7. OPENINGS IN FLOORS, SHEAR WALLS, BEAMS, OR JOISTS LARGER THAN THOSE SHOWN ON TYPICAL DETAILS OR STRUCTURAL DRAWINGS SHALL BE REVIEWED BY STRUCTURAL ENGINEER BEFORE PROCEEDING WITH THE WORK.

IV. EXISTING CONDITIONS:

1. INFORMATION REGARDING EXISTING CONDITIONS IS PRESENTED FOR REFERENCE ONLY. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS BEFORE STARTING WORK AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
2. THE REMOVAL CUTTING, DRILLING, ETC. OF EXISTING WORK SHALL BE PERFORMED WITH GREAT CARE AND SMALL TOOLS IN ORDER NOT TO JEOPARDIZE THE STRUCTURAL INTEGRITY OF THE BUILDING. IF STRUCTURAL MEMBERS NOT INDICATED FOR REMOVAL INTERFERE WITH THE NEW WORK, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY AND PRIOR APPROVAL OBTAINED BEFORE PROCEEDING WITH THE WORK.

V. FOUNDATIONS / SITE PREPARATION:

1. FOUNDATION DESIGN IS BASED ON CHAPTER 18, CBC.
- CONTINUOUS FOOTINGS:
- MAXIMUM SOIL PRESSURE =1,500 PSF DL + LL
- =2,000 PSF DL + LL + SEISMIC/WIND
- ISOLATED FOOTINGS:
- MAXIMUM SOIL PRESSURE =1,500 PSF DL + LL
- =2,000 PSF DL + LL + SEISMIC/WIND
2. FOOTINGS SHALL EXTEND TO SUCH DEPTH AS TO BEAR ON FIRM, UNDISTRIBUTED SOIL. FOOTING DEPTHS SHOWN ON THE DRAWINGS ARE MINIMUM DEPTHS. FOOTINGS MAY BE POURED IN NEAT EXCAVATED TRENCHES, PROVIDED PRECAUTIONS ARE TAKEN TO INSURE NO CAVING OR SLUFFING OCCURS WHICH WILL RESULT IN UNSUITABLE BASE CONDITIONS OR INCLUSION OF SOIL MATERIAL IN THE CONCRETE WORK.

3. MATERIALS FOR SUB-CAPILLARY BREAK BELOW THE VAPOR BARRIER UNDER THE INTERIOR CONCRETE SLABS ON GRADE SHALL BE FREE-DRAINING GRAVEL OR CRUSHED ROCK. NOT MORE THAN 25% OF ROCK MAY PASS A ½" SIEVE AND NOT MORE THAN 6% MAY PASS A ¾" SIEVE. ROCK COURSE SHALL BE ROLLED TO A SMOOTH SURFACE. PREFERENCE DETAIL 13/S-300.
4. BEFORE BACKFILLING BEHIND CONCRETE WALLS (BASEMENT WALLS, RETAINING WALLS, ETC.) CONCRETE SHALL HAVE ATTAINED FULL DESIGN STRENGTH AND ALL SUPPORTS (FLOORS, SLABS, BEAMS, ETC.) WHICH ARE REQUIRED FOR THE STABILITY OF THE WALL SHALL HAVE BEEN COMPLETED.
5. FOOTING EXCAVATIONS SHALL BE CLEANED OF LOOSE SOILS. NO FOUNDATIONS SHALL BE POURED INTO OR AGAINST SUB-GRADE CONTAINING FREE WATER. DEWATERING, IF REQUIRED, MUST BE CAREFULLY AND PROPERLY DONE TO AVOID DISTURBING THE FOUNDATION SOILS. OVER-EXCAVATED AREA FOUNDATIONS MUST BE BACKFILLED WITH CONCRETE.

VI. CONCRETE WORK:

1. CONTRACTOR SHALL SUBMIT FOR REVIEW BY THE ARCHITECT THE CONTRACTOR'S PROPOSED CONCRETE MIXES, DESIGNED BY THE CONCRETE SUPPLIER AND REVIEWED BY THE OWNER'S TESTING AGENCY. (INCLUDE INFORMATION TO SHOW CONFORMANCE WITH MATERIAL, STRENGTH, AND PROPORTIONING REQUIREMENTS OF THE CONTRACT DOCUMENTS.)
2. CONTRACTOR SHALL INFORM THE ENGINEER AT LEAST 2 DAYS PRIOR TO POURING ANY STRUCTURAL CONCRETE FOR THE OPPORTUNITY TO REVIEW THE WORK PRIOR TO PLACEMENT.
3. PROVIDE CONCRETE IN CONFORMANCE WITH THE FOLLOWING SPECIFICATIONS:

TYPE	COMPRESSIVE <sup>A</sup> STRENGTH	SLUMP <sup>B</sup>	W/C <sup>C</sup> RATIO	UNIT WT.
FOOTINGS & GRADE BEAMS	3,000 PSI	3½"	0.50	150 PCF
SLAB ON GRADE	2,500 PSI L.S. <sup>D</sup>	3½"	0.45	150 PCF

- A. ASTM C94 MINIMUM 28 DAY ULTIMATE COMPRESSIVE STRENGTH.
- B. MINIMUM CONSISTENT SLUMP WITH PROPER PLACING.
- C. WATER TO CEMENT RATIO.
- D. L.S. = LOW SHRINKAGE MIX, SEE LINE 7.
4. PROPORTION CONCRETE WITH A MINIMUM OF 20% AND A MAXIMUM OF 30% FLY ASH OR 50% SLAG REPLACEMENT.
5. USE WATER THAT IS CLEAN AND FREE FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIS, SALTS, ORGANIC MATERIALS, OR OTHER SUBSTANCES DELETERIOUS TO CONCRETE OR REINFORCEMENT. NO CALCIUM CHLORIDE SHALL BE USED IN ANY CONCRETE.
6. USE 1"x#4 MAXIMUM AGGREGATE WHEREVER CLEARANCES PERMIT. USE ¾" MAXIMUM AGGREGATE ONLY WHERE NECESSARY FOR PROPER PLACING, SUCH AS IN THIN SECTIONS, ETC.
7. ALL CONCRETE USED IN SUSPENDED SLAB AND SLABS ON GRADE SHALL BE DESIGNED FOR LOW SHRINKAGE (L.S.). ACCEPTABLE COURSE AGGREGATES FOR LOW SHRINKAGE CONCRETE INCLUDE KAISER CLAYTON, GRANITE ROCK, LIMESTONE, SECHTEL, OR ORCAS AGGREGATES. FINE AGGREGATES ACCEPTABLE FOR LOW SHRINKAGE CONCRETE INCLUDE SECHTEL OR ORCAS SANDS. ALTERNATE AGREGATES MAY BE SUBMITTED PROVIDED THEY PROVIDE A CONCRETE MIX WITH SHRINKAGE LIMITATION OF 0.040% AFTER 28 DAYS OF DYING. SUBMIT TEST TO ARCHITECT AND ENGINEER FOR REVIEW.
8. WHERE NOT SHOWN ON STRUCTURAL DRAWINGS. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS AND LOCATIONS OF SLAB AND WALL OPENINGS, SLAB EDGE LOCATIONS, INTERIOR CONCRETE WALLS AND CURBS, TOP OF FLOOR SLAB ELEVATIONS, SLAB DEPRESSIONS REQUIRED TO ACCOMMODATE FLOOR FINISH DETAILS, AND CONCRETE STAIRS.
9. PIPES, SLEEVES, AND OTHER EMBEDDED ITEMS OTHER THAN ELECTRICAL CONDUIT LESS THAN 1" DIAMETER MAXIMUM SHALL NOT BE EMBEDDED IN STRUCTURAL CONCRETE OR INTERRUPT REINFORCING BARS UNLESS APPROVED BY ENGINEER OF RECORD.
10. ALL REINFORCING EMBEDMENTS, INSERTS, ETC. SHALL BE POSITIVELY SECURED IN PROPER LOCATION BEFORE CONCRETE IS PLACED. PROVIDE SUFFICIENT SUPPORT TO PREVENT DISPLACEMENT DURING PLACING AND FINISHING OPERATIONS.
11. HORIZONTAL CONSTRUCTION JOINTS SHALL BE LOCATED AS SHOWN ON THE DRAWINGS, AND THE HARDENED CONCRETE SURFACES SHALL BE CLEANED BY SAND-BLASTING OR OTHER APPROVED MEANS TO EXPOSE FIRMLY EMBEDDED AGGREGATES PRIOR TO POURING ADDITIONAL CONCRETE IN CONTACT WITH THESE SURFACES.
12. VERTICAL CONSTRUCTION JOINTS SHALL BE FORMED AND KEYED AND NOT OVER 60 FEET APART. VERTICAL CONSTRUCTION JOINTS THROUGH BEAMS OR SLABS SHALL BE LOCATED BETWEEN THE ¼ AND ½ POINTS OF THE SPAN. THE CONTRACTOR SHALL SUBMIT DETAILED DRAWINGS SHOWING THE LOCATIONS OF ALL CONSTRUCTION JOINTS AND CONTROL JOINTS.
13. FORMS SHALL BE PROPERLY CONSTRUCTED CONFORMING TO CONCRETE SURFACES AS SHOWN ON THE DRAWINGS, SUFFICIENTLY TIGHT TO PREVENT LEAKAGE, SUFFICIENTLY STRONG AND BRACED TO MAINTAIN THEIR SHAPE AND ALIGNMENT UNTIL NO LONGER NEEDED TO SUPPORT THE CONCRETE. FORMS AND SHORING SHALL NOT BE REMOVED UNTIL THE CONCRETE HAS ATTAINED SUFFICIENT STRENGTH TO WITHSTAND ALL LOADS TO BE IMPOSED WITHOUT EXCESSIVE STRESS, CREEP, OR DEFLECTION.

City and County of San Francisco  
Department of Building Inspection



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

NOTICE

SPECIAL INSPECTION REQUIREMENTS

Please note that the Special Inspections shown on the approved plans and checked on the Special Inspections form issued with the permit are required for this project. The employment of special inspectors is the direct responsibility of the owner or the engineer/architect of record acting as the owner's representative.

These special inspections are required *in addition to* the called inspections performed by the Department of Building Inspection. The name of the special inspector shall be furnished to the district building inspector prior to start of work for which special inspection is required.

For questions regarding the details or extent of required inspection or tests, please call the Plan Checker assigned to this project or **415-558-6132**. If there are any field problems regarding special inspection, please call your District Building Inspector or 415-558-6570.

Before final building inspection is scheduled, documentation of special inspection compliance must be submitted to and approved by the Special Inspection Services staff. To avoid delays in this process, the project owner should request final compliance reports from the architect or engineer of record and/or special inspection agency soon after the conclusion of work requiring special inspection. **The permit will not be finalized without compliance with the special inspection requirements.**

STRUCTURAL OBSERVATION REQUIREMENTS

Structural observation shall be provided as required per Section 1704.5. **The building permit will not be finalized without compliance with the structural observation requirements.**

Special Inspection Services Contact Information

1. **Telephone:** (415) 558-6132
2. **Fax:** (415) 558-6474
3. **Email:** [dbi-specialinspections@sfgov.org](mailto:dbi-specialinspections@sfgov.org)
4. **In person:** 3<sup>rd</sup> floor at 1660 Mission Street

**Note: We are moving towards a 'paperless' mode of operation. All special inspection submittals, including final letters, may be emailed (preferred) or faxed. We will also be shifting to a paperless fax receipt mode.**

**Special Inspection Services**  
1660 Mission Street – San Francisco CA 94103  
Office (415) 558-6132 – FAX (415) 558-6474 – [www.sfdbi.org](http://www.sfdbi.org)

VII. CONCRETE REINFORCING STEEL:

1. REINFORCING BARS SHALL BE DEFORMED BARS CONFORMING TO ASTM A615 GRADE 60 FOR ALL BAR SIZES AND ASTM A706 GRADE 60 FOR ALL WELDED BARS.
2. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 IN FLAT SHEETS, AND IN SLABS MAY BE RAISED INTO POSITION DURING THE CONCRETE POURING OPERATION. LAP WIRE FABRIC 12" MINIMUM.
3. ALL CONCRETE REINFORCEMENT SHALL BE DETAILED, FABRICATED, LABELED, SUPPORTED AND SPACED IN FORMS AND SECURED IN PLACE IN ACCORDANCE WITH THE PROCEDURES REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE "BUILDING CODE REQUIREMENTS FOR AND REINFORCED CONCRETE," ACI 318 AND THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES," ACI 315.
4. UNLESS OTHERWISE NOTED, MAINTAIN COVERAGE TO FACE OF BARS AS FOLLOWS:
- A. CONCRETE CAST AGAINST EARTH . . . . . 3"
- B. FORMED SURFACES EXPOSED TO EARTH OR WEATHER
- NO. 5 AND SMALLER, WIRE MESH . . . . . 1½"
- ALL OTHER BARS . . . . . 2"
- C. JOISTS, SUSPENDED SLABS, INTERIOR WALL SURFACES
- NO. 11 AND SMALLER . . . . . ¾"
- NO. 14 AND LARGER . . . . . 1½"
- D. COLUMNS, BEAMS
- REINFORCING SHALL BE CONTINUOUS WITH SPLICES ONLY WHERE SHOWN.
6. FOR MINIMUM LAP LENGTH, SEE SCHEDULE UNLESS OTHERWISE NOTED. SPLICES TO BE STAGGERED SO THAT HALF OR LESS OF BARS ARE LAPPED AT ONE POINT.
7. BAR SUPPORTS IN CONTACT WITH EXPOSED SURFACES SHALL BE PLASTIC TIPPED.
8. BEAM AND SLAB REINFORCING SHALL NOT BE SLEEVED OR OTHERWISE INTERRUPTED EXCEPT AS SHOWN ON THE STRUCTURAL DRAWINGS. ALL WALLS AND SLABS SHALL BE DOWELED INTO FOOTINGS, WALLS, BEAMS, GIRDERS, COLUMNS OR SLABS WITH BARS OF THE SAME SIZE AND SPACING, UNLESS NOTED OTHERWISE.
9. ADDITIONAL BARS SHALL BE PROVIDED AROUND ALL FLOOR AND WALL OPENINGS, AS SHOWN ON DETAILS.
10. CHECKED SHOP DRAWINGS SHOWING REINFORCING DETAILS, INCLUDING BAR SIZES, SPACING AND PLACEMENT SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO FABRICATION.

ABBREVIATIONS:

A.B.	ANCHOR BOLT	LLH	LONG LEG HORIZONTAL
ABV.	ABOVE	LLV	LONG LEG VERTICAL
ADD'T'L	ADDITIONAL	LONG.	LONGITUDINAL
ALT.	ALTERNATE	MAX.	MAXIMUM
ARCH.	ARCHITECT	MECH.	MECHANICAL
BLDG.	BUILDING	MFR.	MANUFACTURER
BLW.	BELOW	MIN.	MINIMUM
BM.	BEAM	MISC.	MISCELLANEOUS
B.N.	BOUNDARY NAIL	(N)	NEW
BOT.	BOTTOM	N.I.A.	NOT IN CONTRACT
C.I.P.	CAST-IN-PLATE	NOM.	NOMINAL
C.J.P.	COMPLETE JOINT PENETRATION	NO.	NUMBER
C.J.	CONTROL JOINT	N.T.S.	NOT TO SCALE
CL.	CENTER LINE	O.C.	ON CENTER
CLR.	CLEAR	O.H.	OPPOSITE HAND
CMU	CONCRETE MASONRY UNIT	OPNG.	OPENING
COL.	COLUMN	ORIG.	ORIGINAL
CONC.	CONCRETE	O.W.J.	OPEN WEB JOIST
CONST.	CONSTRUCTION	PART.	PARTITION
CONT.	CONTINUOUS	PERIM.	PERIMETER
DBL.	DOUBLE	PERP.	PERPENDICULAR
DET.	DETAIL	PL.	PLATE, PROPERTY LINE
DIA.	DIAMETER	P.J.P.	PARTIAL JOINT PENETRATION
DIAG.	DIAGONAL	PLY., PWD.	PLYWOOD
DL	DEAD LOAD	PSF	POUNDS PER SQUARE FOOT
DWG.	DRAWINGS	PSI	POUNDS PER SQUARE INCH
EA.	EACH	R. RAD.	RADIUS
EL.	ELEVATION	REF.	REFERENCE
EMBED.	EMBEDMENT	RET.	RETURN
E.N.	EDGE NAIL	REINF.	REINFORCING
EQ.	EQUAL	REQ'D	REQUIRED
EXIST., (E)	EXISTING	S.A.D.	SEE ARCHITECTURAL DRAWINGS
EXT.	EXTERIOR	SCHED.	SCHEDULE
FDN.	FOUNDATION	S.L.D.	SEE LANDSCAPE DRAWINGS
FIN.	FINISH	SECT.	SECTION
FL.	FLOOR	SIM.	SIMILAR
F.N.	FIELD NAIL	S.N.	SHEAR NAIL
FP	FULL PENETRATION	S.O.G.	SLAB ON GRADE
FT.	FOOT	SPEC.	SPECIFICATION
FTG.	FOOTING	SQ.	SQUARE
GA.	GAUGE	STRUCT.	STRUCTURAL
GALV.	GALVANIZED	SW.	SHEAR WALL
GL.	GRIDLINE	SYM.	SYMMETRICAL
GLB	GLU-LAM BEAM	T&B	TOP & BOTTOM
H.S.B.	HIGH-STRENGTH BOLT	T&G	TONGUE & GROOVE
HD	HOLDOWN	T.J.	TRUSS JOIST
HORIZ.	HORIZONTAL	TYP.	TYPICAL
IN.	INCH	U.N.O.	UNLESS NOTED OTHERWISE
LB.	POUND	VERT.	VERTICAL
LGS	LIGHT GAUGE STEEL	W/	WITH
LL	LIVE LOAD	W.F.	WIDE FLANGE
		W.P.	WORKING POINT

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S-610 - WOOD SHEAR WALL DETAILS

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Job No. 18-114

General Notes I

S-000



VIII. ROUGH CARPENTRY:

1. PROVIDE SAWN LUMBER IN CONFORMANCE WITH THE GRADING RULES OF THE WEST COAST LUMBER INSPECTION BUREAU (WCLIB) FOR THE SPECIES AND GRADE DESIGNATED. MOISTURE CONTENT SHALL NOT EXCEED 18%.
2. PROVIDE DOUGLAS FIR–LARCH SAWN LUMBER UNLESS NOTED OTHERWISE. AS A MINIMUM, PROVIDE THE FOLLOWING GRADES:
- JOISTS..... NO. 2
- BEAMS AND HEADERS..... NO. 1
- WALL STUDS..... STUD
- POSTS..... NO. 1 & BETTER
- SILLS, PLATES, AND BLOCKING..... NO. 2
3. PROVIDE ENGINEERED LUMBER IN CONFORMANCE WITH THE FOLLOWING SPECIFICATIONS:

ITEM	Fb (PSI)	Fv (PSI)	E (PSI)
PSL	2,900	290	2.0x10 <sup>6</sup>
LVL	2,600	285	1.90x10 <sup>6</sup>
LSL	2,325	310	1.55x10 <sup>6</sup>

4. PROVIDE PRESSURE–TREATED WOOD FOR ALL EXPOSED MEMBERS AND ALL MEMBERS IN CONTACT WITH CONCRETE, MASONRY, OR SOIL. ALL NAILS IN CONTACT WITH PRESSURE–TREATED LUMBER SHALL BE EITHER HOT–DIPPED GALVANIZED (MEETING ASTM A153 CLASS D) OR STAINLESS STEEL. ALL HARDWARE IN CONTACT WITH PRESSURE–TREATED LUMBER SHALL BE EITHER HOT–DIPPED GALVANIZED (MEETING ASTM A653 CLASS G185), OR STAINLESS STEEL.
5. AS A MINIMUM, ATTACH AND INTERCONNECT ALL FRAMING MEMBERS IN ACCORDANCE WITH THE NAILING SCHEDULE CONTAINED IN TABLE 2304.9.1 IN THE CALIFORNIA BUILDING CODE. NAILS MAY BE BOX OR COMMON WIRE, AS ALLOWED IN FOOTNOTES OF TABLE. NAILS CALLED FOR ON PLANS AND DETAILS SHALL BE COMMON WIRE. HOT–DIPPED GALVANIZED NAILS SHALL BE USED WHERE EXPOSED TO WEATHER OR IN CONTACT WITH PRESSURE–TREATED LUMBER.
6. PROVIDE FULL–DEPTH SOLID BLOCKING OR OTHER MEANS OF LATERAL SUPPORT AT ENDS AND BEARING POINTS OF ALL JOISTS, RAFTERS, BEAMS, AND HEADERS, AND AT INTERMEDIATE INTERVALS NOT TO EXCEED 8’–0”.
7. DESIGNATIONS FOR HARDWARE ARE BASED ON SIMPSON STRONG–TIE CO., INC. SUBSTITUTION OF NON–SIMPSON HARDWARE IS NOT ACCEPTABLE.
8. INSTALL HARDWARE IN STRICT ACCORDANCE WITH THE MANUFACTURER’S RECOMMENDATIONS. USE ALL SPECIFIED FASTENERS.
9. ALL NAILS SHALL BE COMMON WIRE NAILS. ”SHORT” NAILS SUPPLIED BY SIMPSON STRONG–TIE SHALL ONLY BE USED IN ACCORDANCE WITH THE MANUFACTURER’S INSTRUCTIONS, AND SHALL NOT BE USED WHEN ATTACHING THROUGH PLYWOOD TO FRAMING MEMBERS BEHIND.
10. PLYWOOD SUBFLOORING SHALL BE ¾” APA RATED STUR–D–FLOOR SHEATHING (48/24), GROUP 1 EXPOSURE 1, UNLESS NOTED OTHERWISE. PANEL EDGES SHALL BE TONGUE AND GROOVED. LAY PANELS WITH FACE GRAIN ACROSS SUPPORT. STAGGER SIDE JOINTS. NAIL ALL SUPPORTED EDGES WITH 10d NAILS @ 6” O.C. AND AT ALL INTERIOR BEARINGS WITH 10d NAILS @ 12” O.C., UNLESS OTHERWISE NOTED. NAILS SHALL BE RINGSHANK OR SCREW NAILS DRIVEN FLUSH. GLUE PLYWOOD TO ALL SUPPORTS AND AT TONGUE AND GROOVE JOINTS IN ACCORDANCE WITH APA GLUED FLOOR SYSTEM.
11. PLYWOOD WALL SHEATHING SHALL BE ½” APA RATED SHEATHING, UNLESS NOTED OTHERWISE. ALL UNSUPPORTED EDGES SHALL BE BLOCKED. NAIL ALL PLYWOOD EDGES WITH 10d NAILS @ 6” AND INTERIOR BEARINGS WITH 10d NAILS @ 12” O.C., UNLESS OTHERWISE NOTED. NAILS SHALL BE DRIVEN FLUSH BUT SHALL NOT FRACTURE THE SURFACE OF THE PLYWOOD. MINIMUM SHEET WIDTH FOR PLYWOOD ON SHEAR WALLS SHALL BE 24”.
12. PLYWOOD ROOF SHEATHING SHALL BE 5/8” APA RATED SHEATHING. ALL ROOF SHEATHING SHALL BE LAID WITH FACE GRAIN PERPENDICULAR TO THE JOISTS. STAGGER SIDE JOINTS. NAIL ALL PLYWOOD EDGES WITH 10d NAILS @ 6” O.C. AND INTERIOR BEARINGS WITH 10d NAILS @ 12” O.C., UNLESS OTHERWISE NOTED. NAILS SHALL BE DRIVEN FLUSH, BUT SHALL NOT FRACTURE THE SURFACE OF PLYWOOD.

IX. EPOXY GROUTING:

1. WHERE EPOXY IN CONCRETE IS INDICATED ON PLANS OR DETAILS, USE HILTI HIT–RE 500 V3 (ICC ESR–3814), HILTI HIT–HY 200 (ICC ESR–3187), SIMPSON SET–XP ADHESIVE (ICC ESR–2508), OR DEWALT PURE 110+ ADHESIVE (ICC ESR–3298) FOR USE IN CONCRETE. (CONTRACTOR MAY SUBMIT OTHER EPOXY SYSTEMS FOR APPROVAL, ALONG WITH AN ICC–ES OR IAPMO UES REPORT DEMONSTRATING COMPLIANCE WITH THE 2015 IBC FOR THE SPECIFIC PRODUCT.)
2. WHERE EPOXY IN URM IS INDICATED ON PLANS OR DETAILS, USE HILTI HIT–HY 70 ADHESIVE ANCHOR SYSTEM (ICC ESR–3342), SIMPSON SET ADHESIVE (ICC ESR–1772) OR DEWALT AC100+ GOLD (ICC ESR–4105) FOR USE IN UNREINFORCED MASONRY. PLASTIC MESH SCREEN TUBES PER ICC ESR–3342, ICC ESR–1772 OR STEEL MESH SCREEN TUBES PER ICC ESR–4105 SHALL BE USED AT ALL ANCHOR LOCATIONS (CONTRACTOR MAY SUBMIT OTHER EPOXY SYSTEMS FOR APPROVAL, ALONG WITH ICC–ES OR IAPMO UES REPORT DEMONSTRATING COMPLIANCE WITH THE 2015 IBC FOR THE SPECIFIC PRODUCT.)
3. DRILL HOLES TO EPOXY MANUFACTURER’S RECOMMENDED SIZE. CLEAN HOLES WITH A CIRCULAR WIRE OR NYLON BRUSH AND BLOW OUT WITH COMPRESSED AIR.
4. SLOWLY INSERT ROD OR BAR WHILE TURNING ONE FULL ROTATION. DO NOT DISTURB DOWEL UNTIL EPOXY HAS SET.
5. INSTALL ADHESIVE ANCHORS THAT ARE TO BE UNDER SUSTAINED TENSION LOADING IN HORIZONTAL TO VERTICAL OVERHEAD ORIENTATION SHALL BE DONE BY A CERTIFIED ADHESIVE ANCHOR INSTALLER (AAI) AS CERTIFIED THROUGH ACI AND IN ACCORDANCE WITH ACI 318–2014 (SECTION 17.8.2.2). PROOF OF CURRENT CERTIFICATION SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF INSTALLATION.
6. PER ACI 318–2014 (SECTION 17.1.2) ADHESIVE ANCHORS SHALL BE INSTALLED IN CONCRETE HAVING A MINIMUM AGE OF 21 DAYS AT THE TIME OF ANCHOR INSTALLATION. FOR INSTALLATIONS SOONER THAN 21 DAYS CONSULT ADHESIVE MANUFACTURER.

X. TESTING AND INSPECTION:

1. SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN APPROVED INDEPENDENT TESTING AND INSPECTION AGENCY OR AS INDICATED BELOW.
2. THE INSPECTION AGENCY SHALL BE RETAINED BY AND PAID FOR BY THE OWNER.
3. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER, PRIOR TO BEGINNING CONSTRUCTION, A DETAILED LIST OF ”SPECIAL INSPECTION” ITEMS INDICATING THE SCOPE OF TESTING AND INSPECTION AND THE AGENCY OR ENGINEER PERFORMING THE WORK.
4. THE INSPECTION AGENCY SHALL PROVIDE INSPECTION REPORTS TO THE ARCHITECT & STRUCTURAL ENGINEER. THE REPORTS SHALL INCLUDE ANY ITEMS WHICH ARE IN NON–COMPLIANCE WITH THE DESIGN DOCUMENTS.
5. THE STRUCTURAL ENGINEER WILL REQUIRE A FINAL REPORT FROM THE INSPECTION AGENCY. THE REPORT NEEDS TO SHOW THAT ALL DEFICIENCIES MENTIONED IN EARLIER REPORTS HAVE BEEN CORRECTED. COPIES OF THE TESTING AND INSPECTION REPORT SHALL BE SENT TO THE BUILDING DEPARTMENT, ARCHITECT, STRUCTURAL ENGINEER AND OWNER.
6. PROVIDE ”SPECIAL INSPECTIONS” FOR ALL ITEMS AS REQUIRED BY THE CALIFORNIA BUILDING CODE, 2016 EDITION, SEE SHEET S–1.0 UNDER ”SPECIAL INSPECTION AND STRUCTURAL OBSERVATION.”

INSPECTIONS BY INDEPENDENT AGENCY:

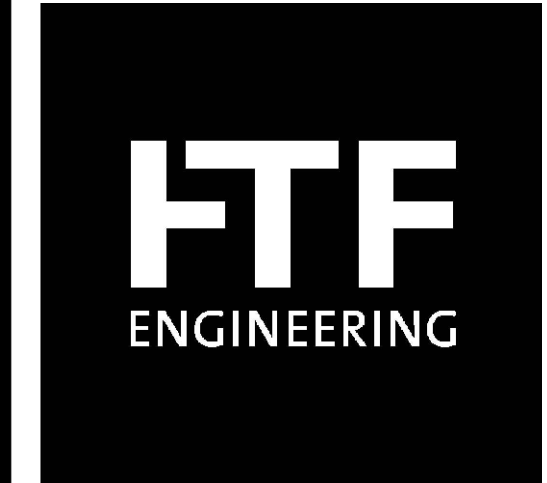
- A. CONCRETE PLACEMENT: DURING THE TAKING OF TEST SPECIMENS AND PLACING OF REINFORCED CONCRETE, EXCEPT CONCRETE WHERE THE SPECIFIED STRENGTH IS 2,500 PSI OR LESS, FOUR TEST CYLINDERS FROM EACH 150 CUBIC YARDS OR FRACTION THEREOF POURED IN ANY ONE DAY SHALL BE SECURED AND REPORTED BY AN INDEPENDENT TESTING AGENCY; ONE TO BE TESTED AT 7 DAYS, TWO AT 28 DAYS, AND THE FOURTH HELD IN RESERVE.
- B. BOLTS DRILLED AND EPOXIED INTO EXISTING CONCRETE.
- C. PULL/TORQUE TESTS PER SFBC SEC. 1607C & 11615C.

INSPECTIONS BY ENGINEER OF RECORD:

- D. BOLTS CAST IN CONCRETE: PRIOR TO AND DURING THE PLACEMENT OF CONCRETE AROUND BOLTS.
- E. CONCRETE REINFORCING STEEL: DURING PLACING OF REINFORCING STEEL. EXCEPTION: THE SPECIAL INSPECTOR NEED NOT BE PRESENT DURING ENTIRE REINFORCING STEEL–PLACING OPERATIONS, PROVIDED HE/SHE HAS INSPECTED FOR CONFORMANCE WITH THE APPROVED PLANS PRIOR TO THE CLOSING OF FORMS OR THE DELIVERY OF CONCRETE TO THE JOBSITE.
- F. PLYWOOD SHEAR WALLS–NAILING, CLIPS, STRAPS, HOLDDOWNS.

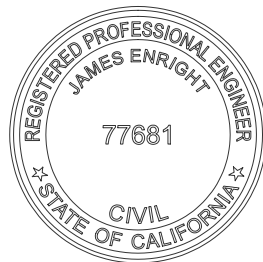
XI. STRUCTURAL OBSERVATIONS:

1. THE STRUCTURAL ENGINEER WILL REPORT ANY OBSERVED DEFICIENCIES TO THE OWNER, CONTRACTOR OR BUILDING OFFICIAL FOLLOWING SITE VISITS. THE STRUCTURAL ENGINEER WILL PROVIDE A WRITTEN REPORT TO THE ARCHITECT AFTER EACH SITE VISIT. HOWEVER, THE STRUCTURAL ENGINEERS SITE VISITS ARE NOT CONSIDERED AS INSPECTION VISITS. THE INSPECTION AGENCY RETAINED AND PAID FOR BY THE OWNER SHALL PROVIDE INSPECTION REPORTS TO THE ARCHITECT/STRUCTURAL ENGINEER. THE REPORTS SHALL INCLUDE ANY ITEMS WHICH ARE IN NON–COMPLIANCE WITH THE DESIGN DOCUMENTS.
2. AFTER THE STRUCTURAL ENGINEER RECEIVES THE FINAL REPORT, FROM THE SPECIAL INSPECTION AGENCY, THE STRUCTURAL ENGINEER WILL SUBMIT A FINAL SUMMARY REPORT DOCUMENTING SITE VISITS AND OBSERVATIONS, NOTING ANY DEFICIENCIES THAT CORRECTIVE WORK HAS BEEN COMPLETED, AND THAT CONSTRUCTION PROCEEDED IN ACCORDANCE WITH THE APPROVED PLANS, SPECIFICATIONS AND APPLICABLE CODES AND REGULATIONS PER SECTION 1704 OF THE CALIFORNIA BUILDING CODE.
3. STRUCTURAL OBSERVATION BY THE DESIGN ENGINEER IS REQUIRED AT THE FOLLOWING PHASES, AND PRIOR TO COVERING WITH OTHER WORK:
- A. BEFORE CLOSING OF FORMS – FOUNDATION REINFORCING AND BOLTS INSTALLED IN CONCRETE.
- B. PLYWOOD DIAPHRAGM NAILING – PRIOR TO COVERING WITH WALL FRAMING OR OTHER WORK.
- C. PLYWOOD SHEAR WALL NAILING AND ALL RELATED HOLD DOWNS, STRAPS, CLIPS, ETC.
4. FOR A COMPLETE LIST OF REQUIRED ”STRUCTURAL OBSERVATION” SEE SHEET S–000 UNDER ”SPECIAL INSPECTION AND STRUCTURAL OBSERVATION.”



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Building Permit 12.18.2018

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Job No. 18-114

General Notes II

S-001

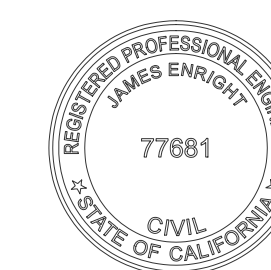
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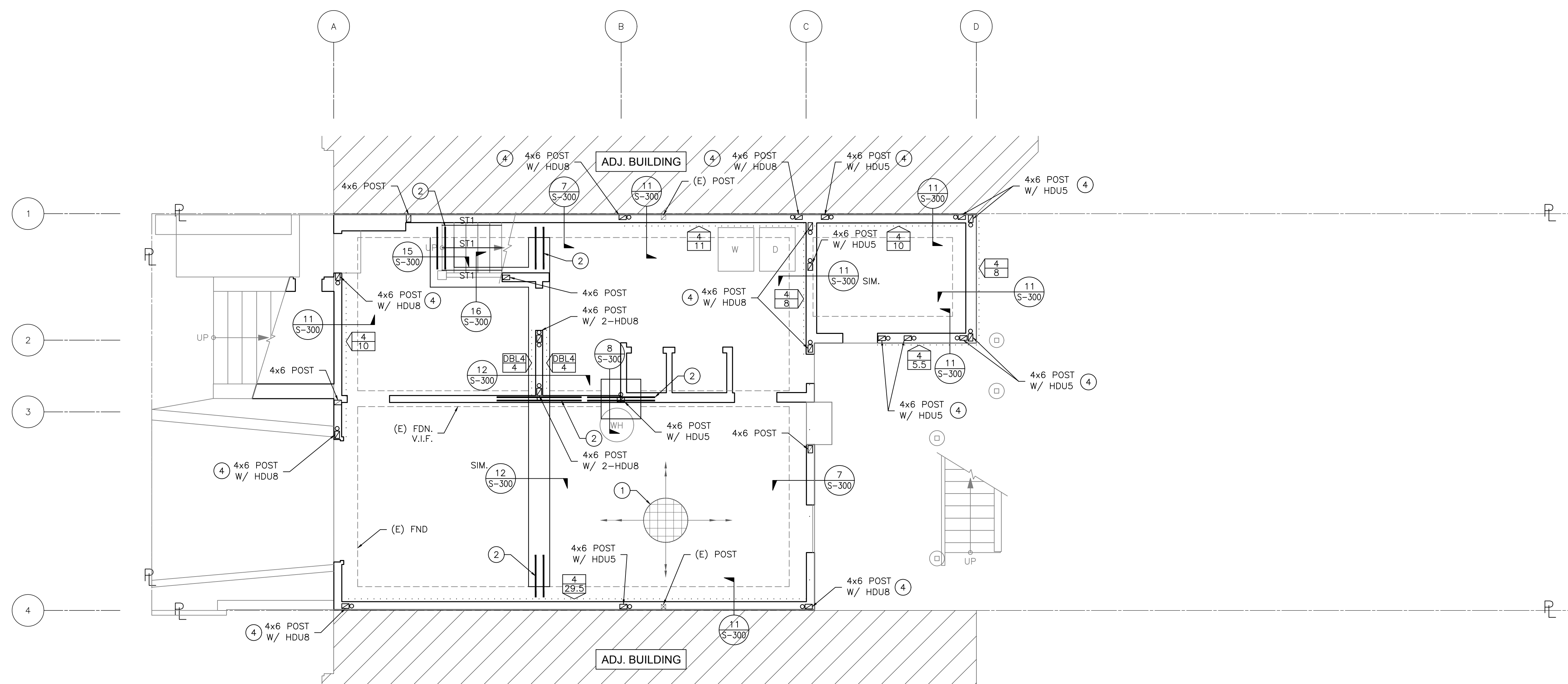


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Building Permit	12.18.2018

Job No. 18-114

## Basement Foundation Plan


S-200



# 1 BASEMENT FOUNDATION PLAN

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



LEGEND			
=====	WALLS		
=====	(N) FOUNDATION		
-----	(E) FOUNDATION BELOW		
=====	(N) FOUNDATION BELOW		
○	HOLDOWN		
	X = DENOTES S.W. EDGE NAILING Y = DENOTES S.W. LENGTH IN FEET REF. S-610 FOR PWD S.W. DETAILS		
□	(N) POST ABOVE		
▣	(E) POST ABOVE		
①	REFERS TO NOTE ①		
BEAM SCHEDULE			
<u>MARK</u>	<u>SIZE</u>	<u>MATERIAL</u>	<u>NOTES</u>
ST1	1¾"x14"	LVL	STRINGER CUT TO SIZE
SHEET NOTES:			
①	(E) CONCRETE SLAB ON GRADE AT GARAGE		
②	2-#4 DOWELS DRILL 8" DEEP & EPOXY TO (E) CONCRETE		
③	NOT USED		
④	DRILL & EPOXY ANCHOR ROD FOR HOLD DOWN PER DETAIL S-610. PULL TEST 50% OF EACH DIAMETER ROD PER SCHEDULE. IF FAILURES OCCUR NOTIFY E.O.R. AND TEST ALL ANCHORS.		
GENERAL NOTES:			
1. FOR TYPICAL CONCRETE DETAILS SEE SHEET S-300.			
2. FOR TYPICAL WOOD FRAMING DETAILS SEE S-600.			
3. FOR TYPICAL SHEAR WALL DETAILS SEE S-610.			
4. POST FOR HOLDOWN MAY CONSIST OF MULTIPLE PLIES OF 2x STUDS TO ACHIEVE NOMINAL POST SIZE WITH PLIES WITH S.N. PER S.W. SCHEDULE.			



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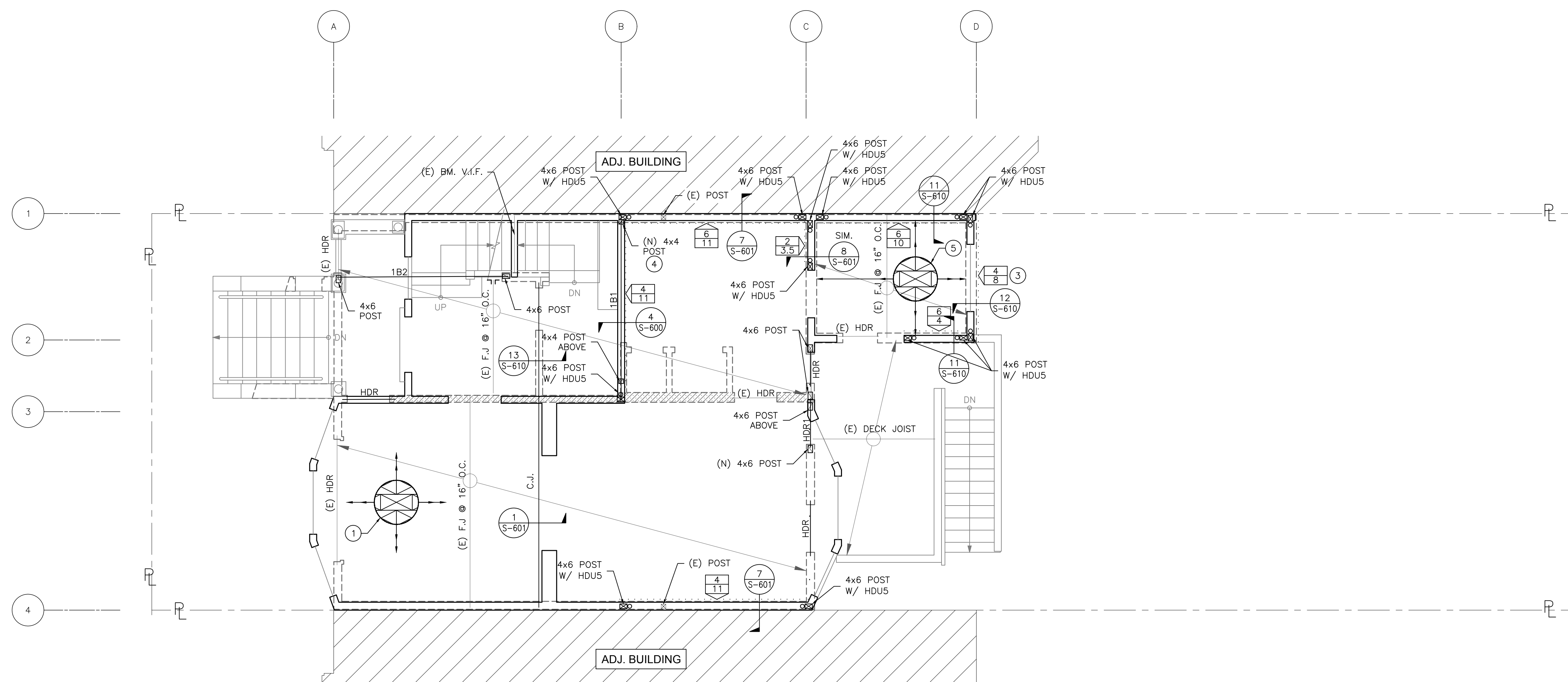
Issue:	Date:
Building Permit	12.18.2018

Scale: AS NOTED

Job No. 18-114

## First Floor Framing Plan














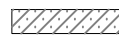

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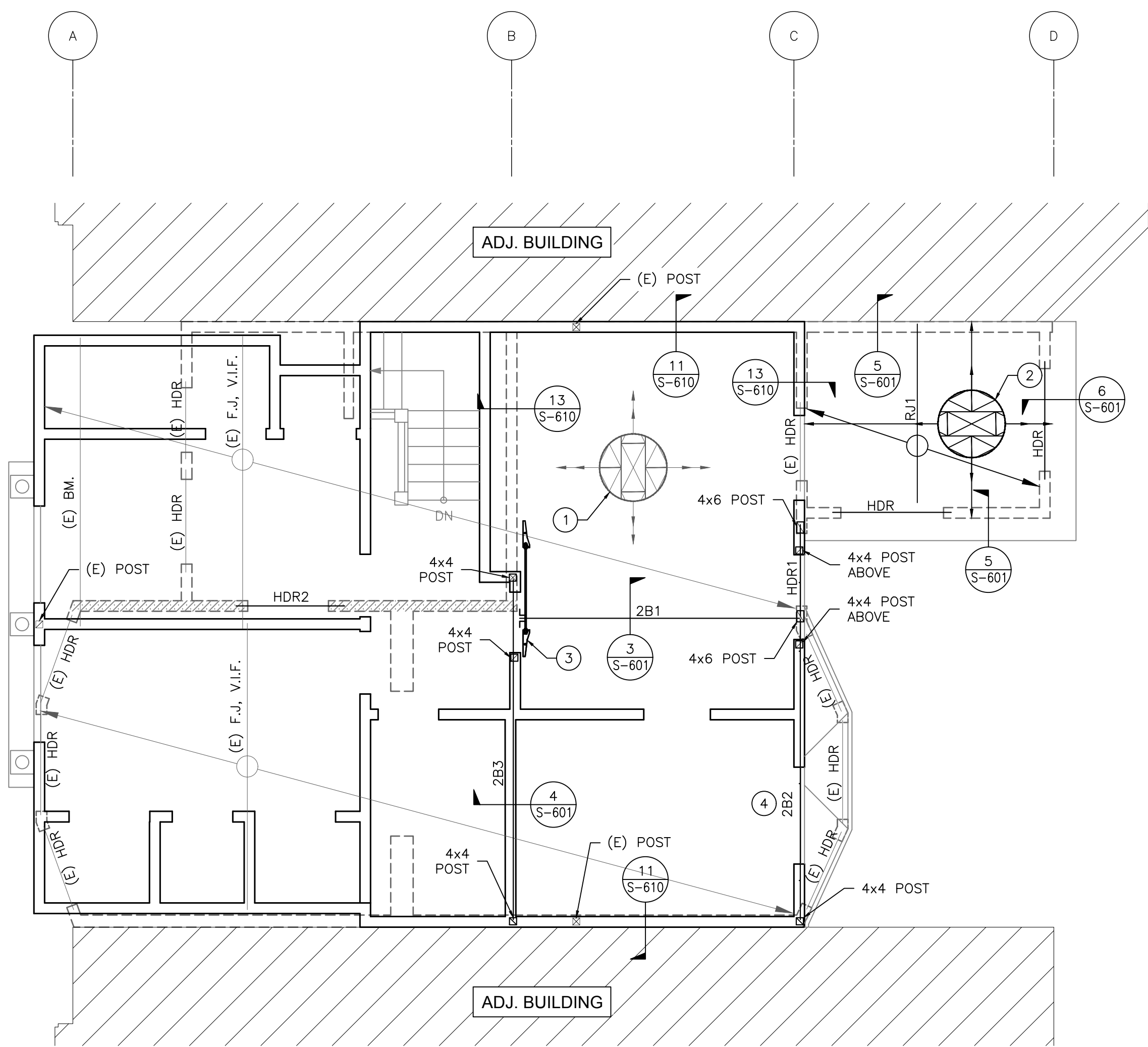


# 1 FIRST FLOOR FRAMING PLAN

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

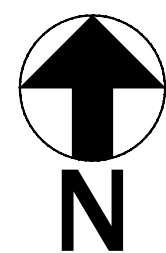


LEGEND			
	WALLS		
	WALLS BELOW		
	HOLDOWN		
	X= DENOTES S.W. EDGE NAILING Y= DENOTES S.W. LENGTH IN FEET REF. S-610 FOR PWD S.W. DETAILS		
	(N) POST ABOVE & BELOW		
	(N) POST ABOVE		
	(N) POST BELOW		
	(E) POST ABOVE		
	(E) POST BELOW		
<u>C.J.</u>	COLLECTOR JOIST		
	(E) 2x JOIST		
	(N) WOOD BEAM		
	(E) WOOD BEAM		
	SIMPSON STRONG WALL		
	INTERIOR BEARING WALL BELOW		
	REFERS TO NOTE #		
BEAM SCHEDULE			
MARK	SIZE	MATERIAL	NOTES
1B1	5 1/4" x 9 1/4"	PSL	
1B2	3 1/2" x 9 1/4"	PSL	
HDR1	4x10	D.F.#1	SEE DET. 7/S-60
HDR	SEE SCHED.	D.F.#1	SEE DET. 7/S-60
SHEET NOTES:			
(1) (N) 1/2" PLYWOOD OVERLAY ON (E) SHEATHING WITH 10d @ 6" O.C. PER DETAIL 1/S-600			
(2) SEE DETAIL 5/S-500 FOR WOOD POST AT STEEL BEAM			
(3) STRAP AROUND OPENING IN SHEAR WALL PER DET 13/S-610			
(4) SISTER 4x4 POST TO 4x6 WITH SDS PER SHEAR WALL SCHEDULE			
(5) (N) FLOOR PLYWOOD DIAPHRAGM PER DETAIL 2&3/S-600			
GENERAL NOTES:			
1. FOR TYPICAL STEEL DETAILS SEE S-500. 2. FOR TYPICAL WOOD FRAMING DETAILS SEE S-600. 3. FOR TYPICAL SHEAR WALL DETAILS SEE S-610.			



1 SECOND FLOOR FRAMING PLAN

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



LEGEND

WALLS

WALLS BELOW

HOLDOWN

X= DENOTES S.W. EDGE NAILING  
Y= DENOTES S.W. LENGTH IN FEET  
REF. S-610 FOR PWD S.W. DETAILS

(N) POST ABOVE & BELOW

(N) POST ABOVE

(N) POST BELOW

(E) POST ABOVE

(E) POST BELOW

C.J. COLLECTOR JOIST

(E) 2x JOIST

(N) WOOD BEAM

(E) WOOD BEAM

INTERIOR BEARING WALL BELOW

# REFERS TO NOTE #

JOIST SCHEDULE

MARK	SPACING	JOIST	MATERIAL	NOTES
RJ1	16" O.C.	1½"x9½"	LVL	U210

BEAM SCHEDULE

MARK	SIZE	MATERIAL	NOTES
2B1	5½"x9½"	PSL	
2B2	3½"x9½"	PSL	
2B3	5½"x9½"	PSL	
HDR1	4x10	D.F.#1	SEE DET. 7/S-600
HDR2	4x10	D.F.#1	SEE DET. 7/S-600
HDR	SEE SCHED.	D.F.#1	SEE DET. 7/S-600

SHEET NOTES:

1 (E) 1x STRAIGHT SHEATHED DIAPHRAGM WITH HARDWOOD FLOOR OVERLAY

2 (N) ROOF PLYWOOD DIAPHRAGM PER DETAIL 1&3/S-600

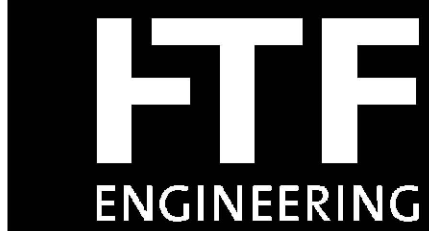
3 HORIZONTAL HDUS FROM JOIST TO BEAM

4 VERIFY IN FIELD THE EXISTING FRAMING OF THE ROOF OF THE BAY WINDOW BEFORE INSTALLING 2B2. NOTIFY ENGINEER OF RECORD.

GENERAL NOTES:

1. FOR TYPICAL WOOD FRAMING DETAILS SEE S-600.

2. FOR TYPICAL SHEAR WALL DETAILS SEE S-610.



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INGEBORN-GUSTAV  
RESIDENCE  
64 Potomac Street  
San Francisco, CA 94117




Issue: Date:  
Building Permit 12.18.2018

Scale: AS NOTED

Job No. 18-114

Second Floor  
Framing Plan

S-202



**HTF**  
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**FTF ENGINEERING, INC**  
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# INGEBORN-GUSTAV RESIDENCE

64 Potomac Street  
San Francisco, CA 94117



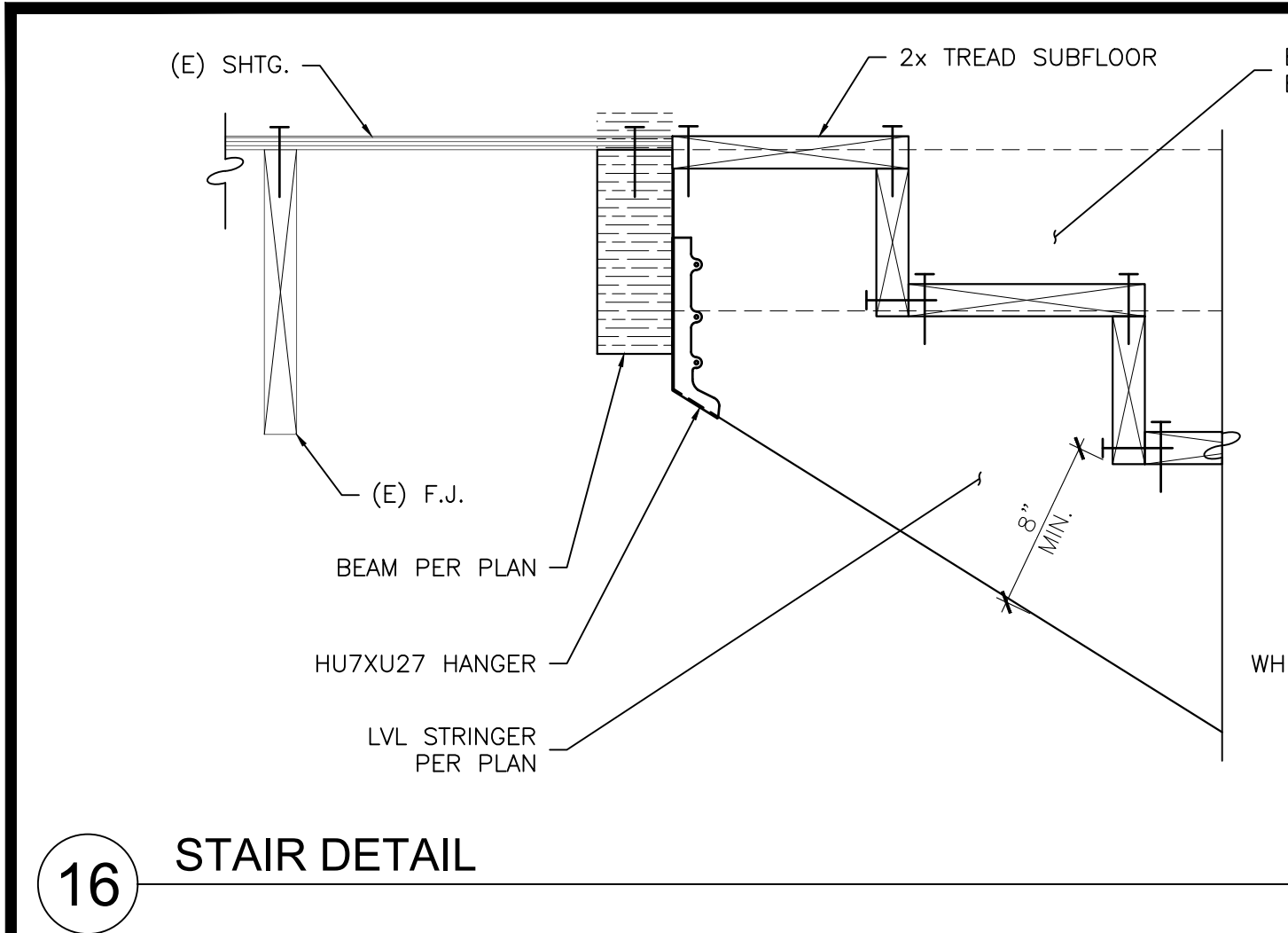
Issue:	Date:
Building Permit	12.18.2018
Scale: AS NOTED	
Job No. 18-114	

## Roof Framing Plan

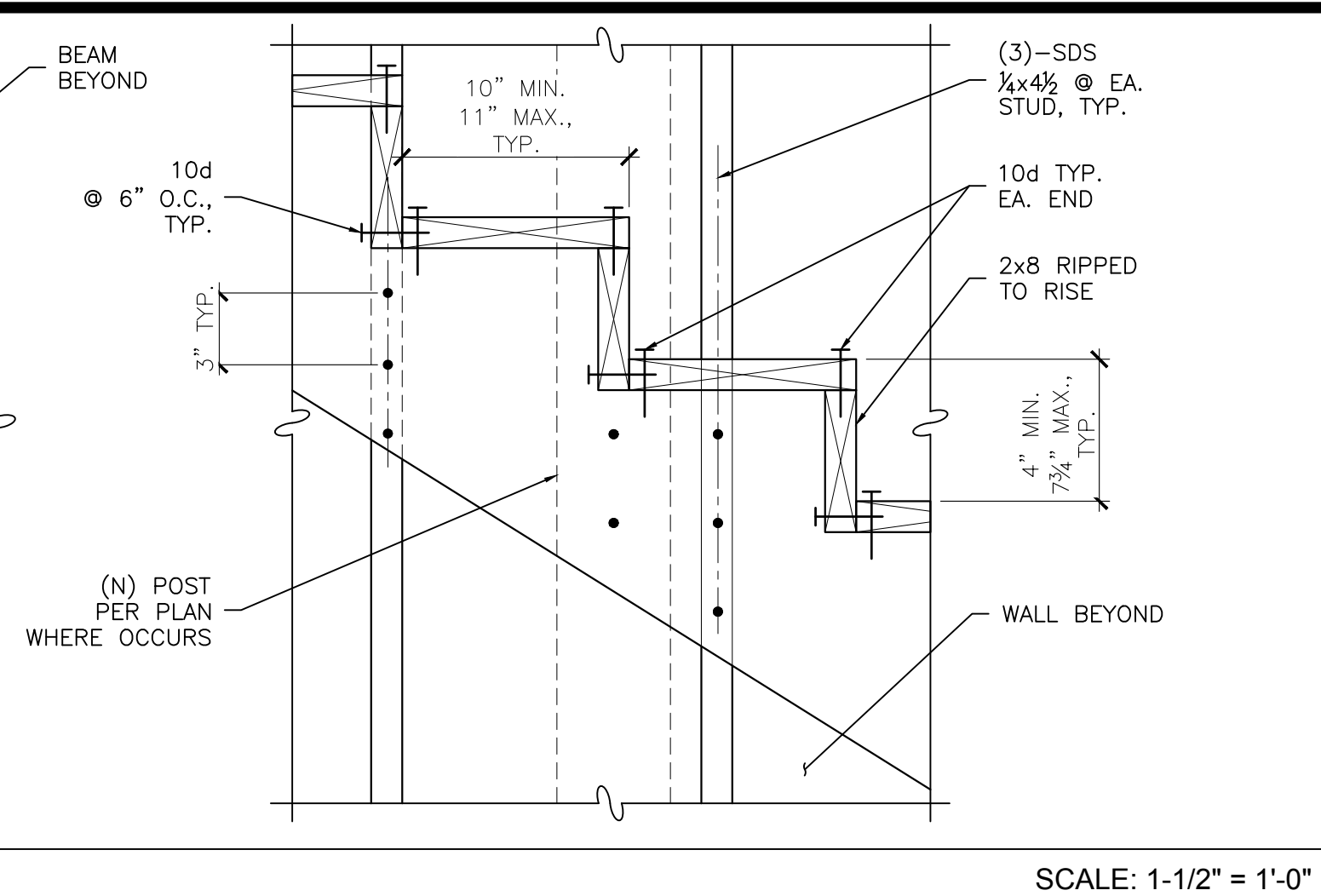
S-203



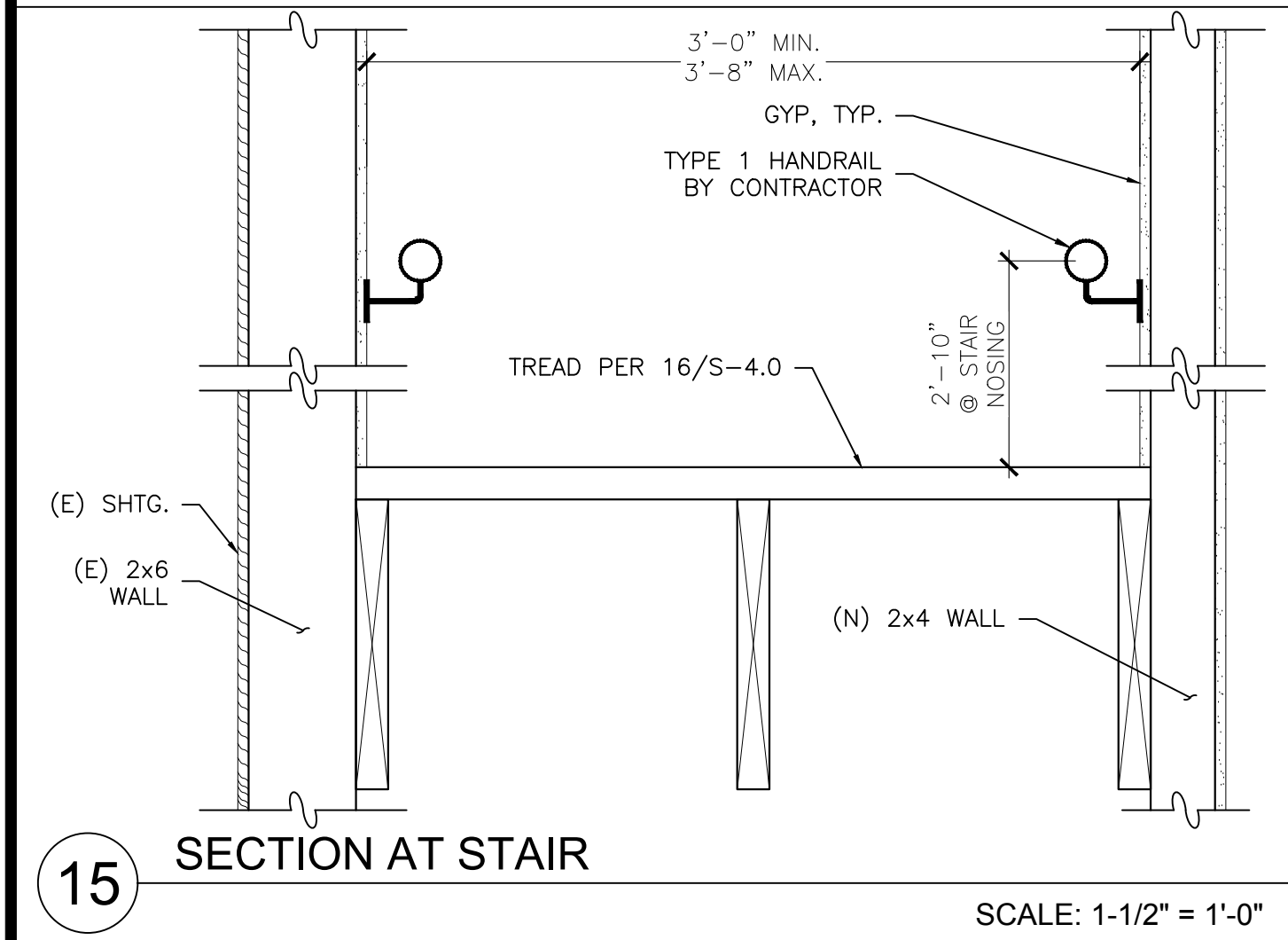




16 STAIR DETAIL

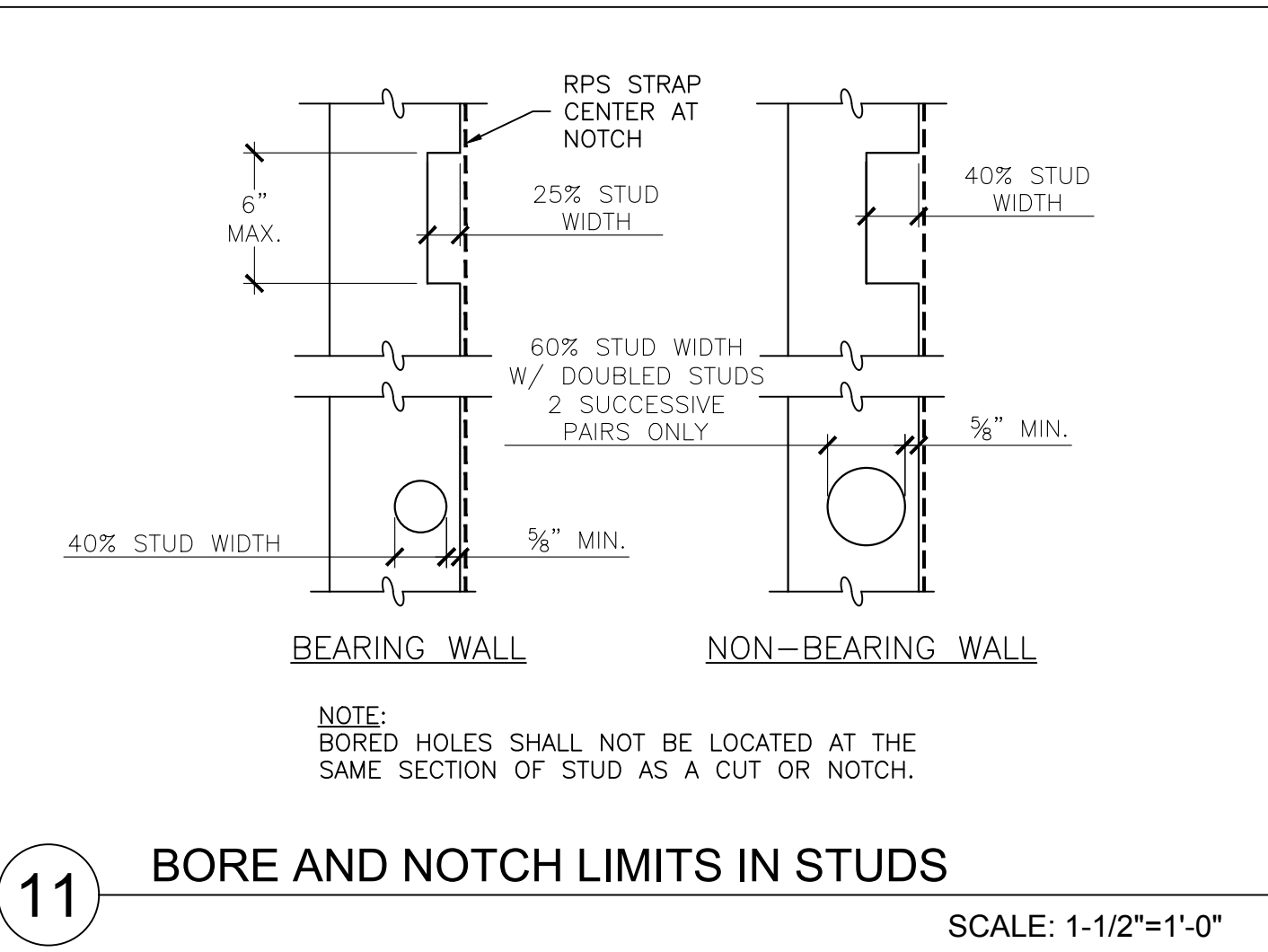


SCALE: 1-1/2"=1'-0"



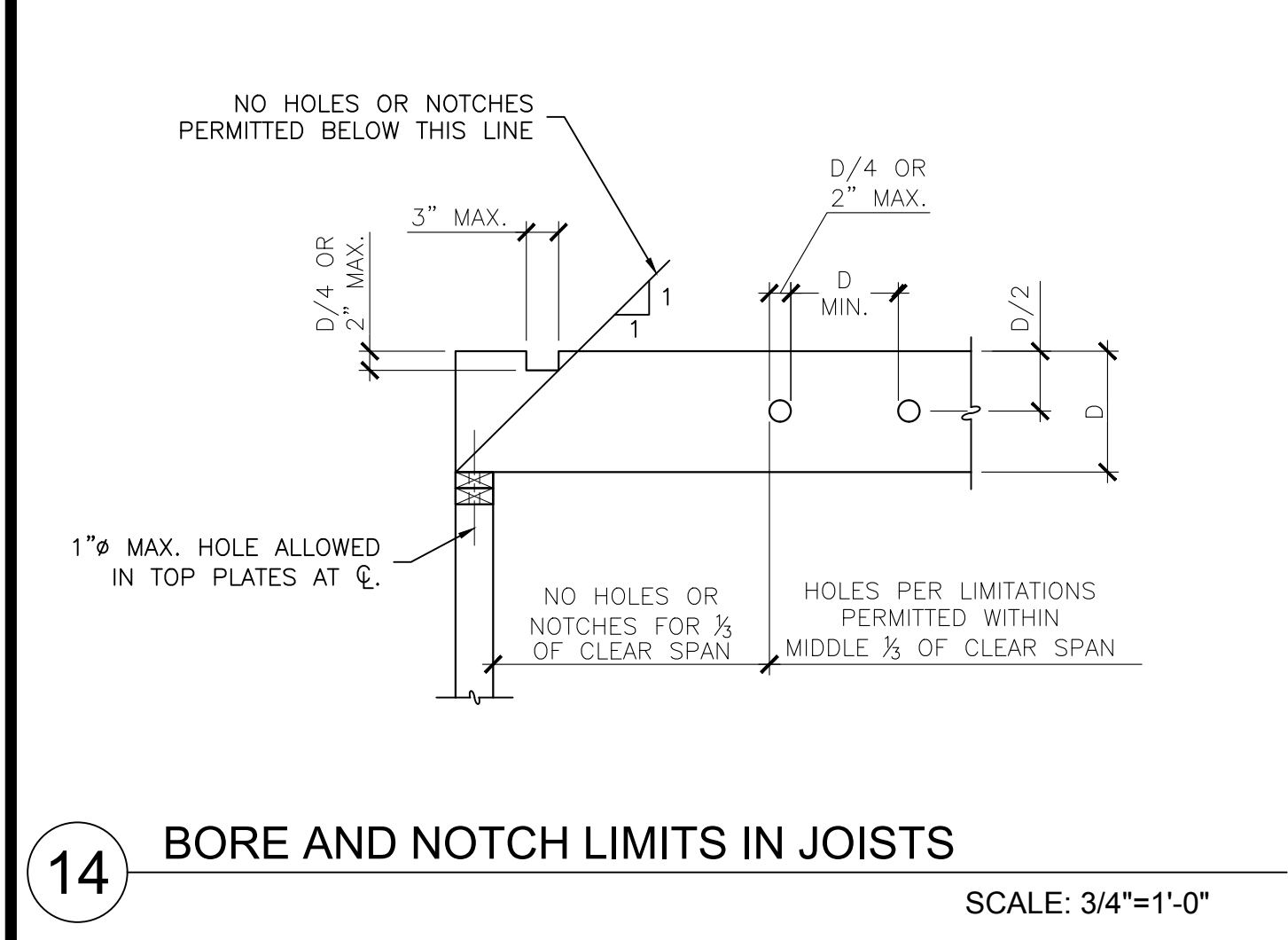
15 SECTION AT STAIR

SCALE: 1-1/2"=1'-0"



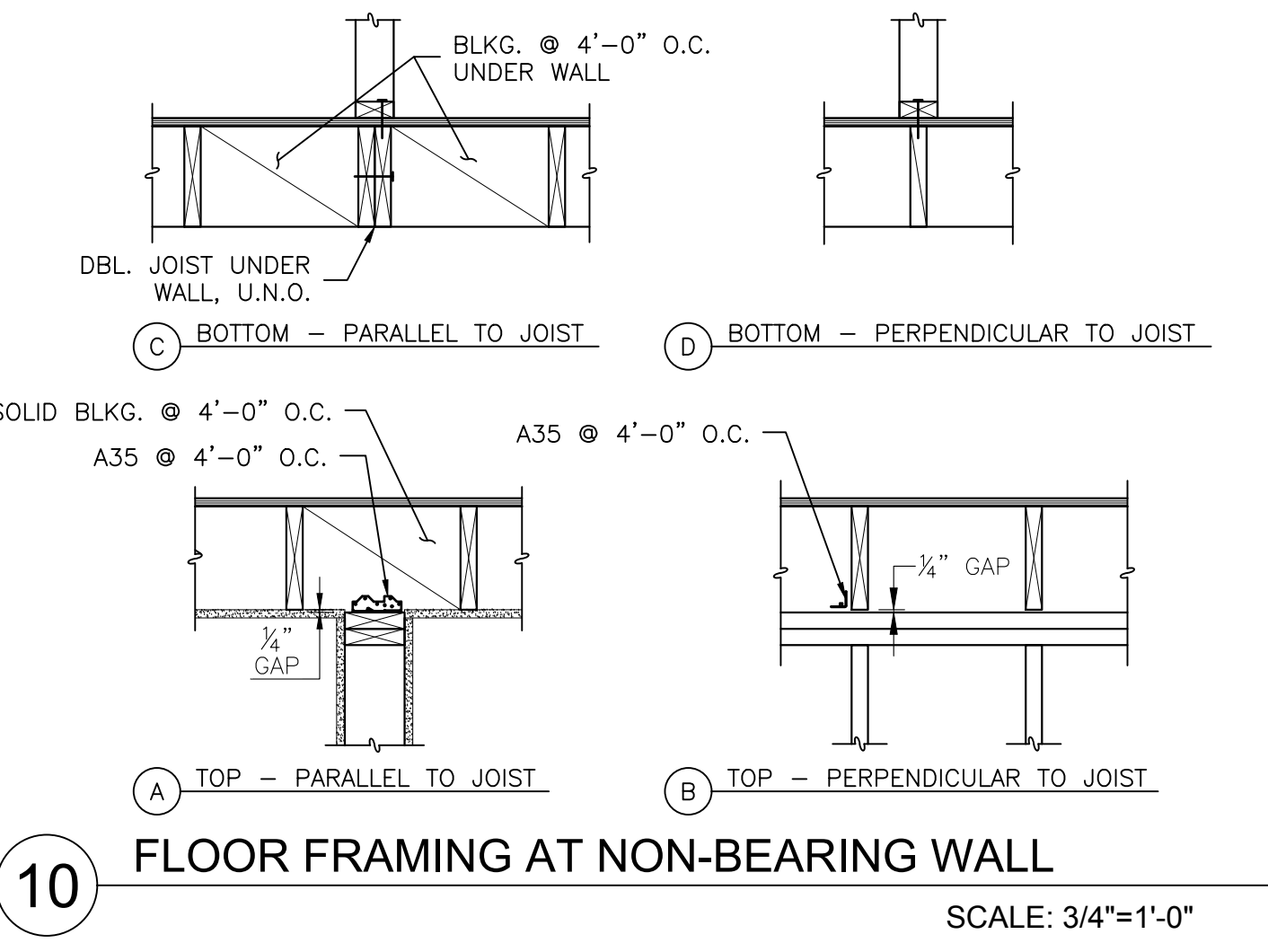
11 BORE AND NOTCH LIMITS IN STUDS

SCALE: 1-1/2"=1'-0"



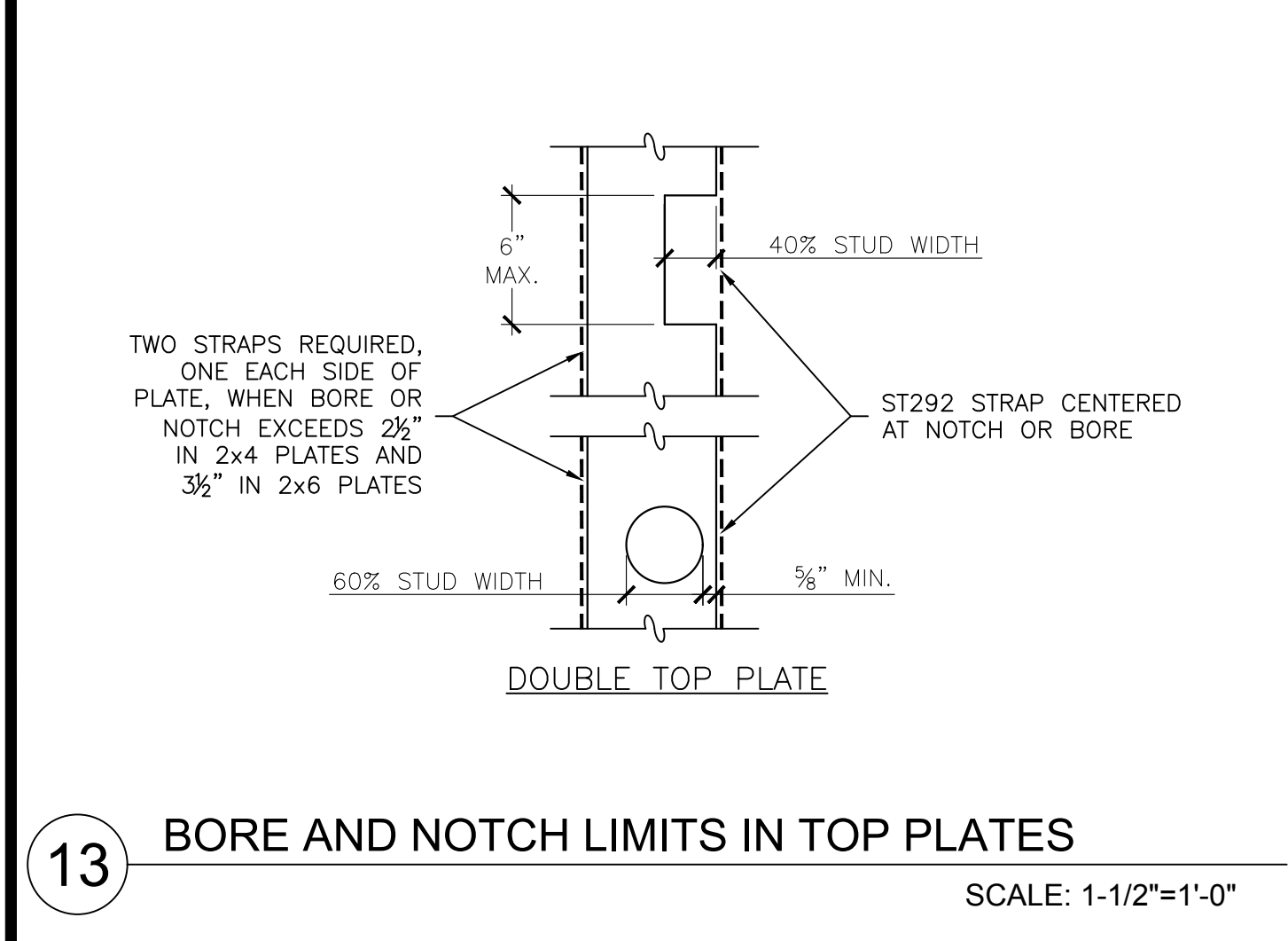
14 BORE AND NOTCH LIMITS IN JOISTS

SCALE: 3/4"=1'-0"



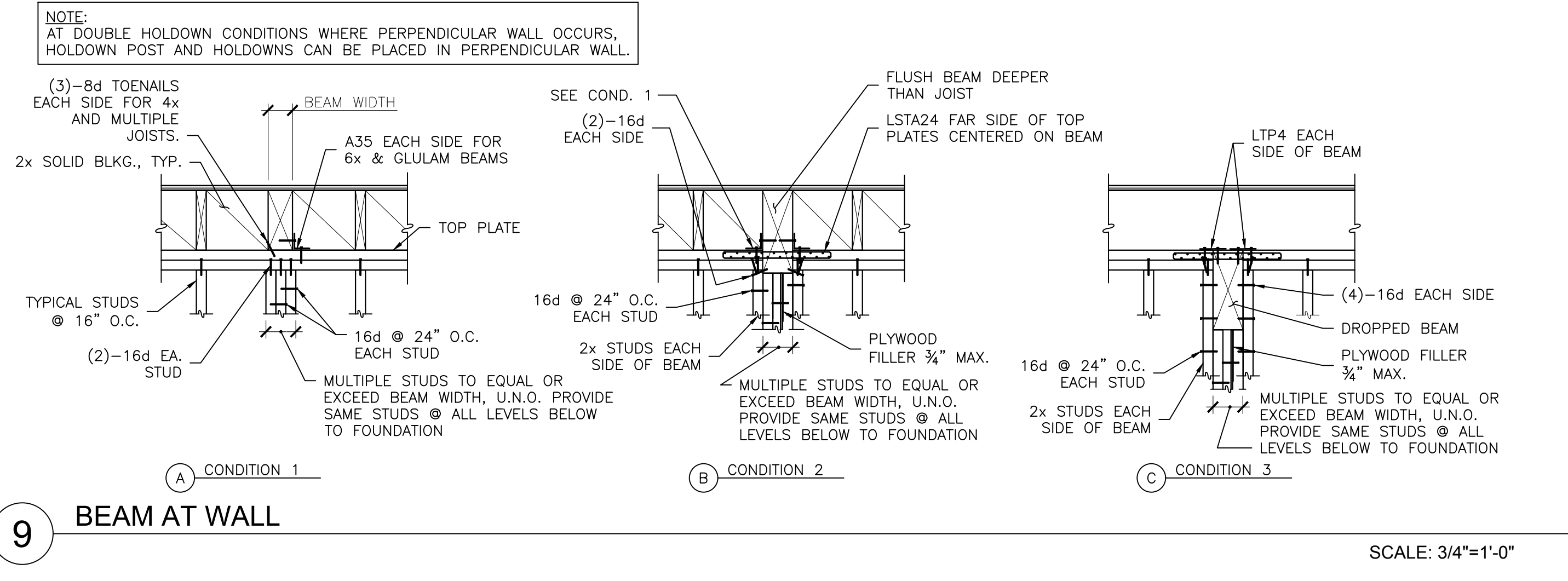
10 FLOOR FRAMING AT NON-BEARING WALL

SCALE: 3/4"=1'-0"



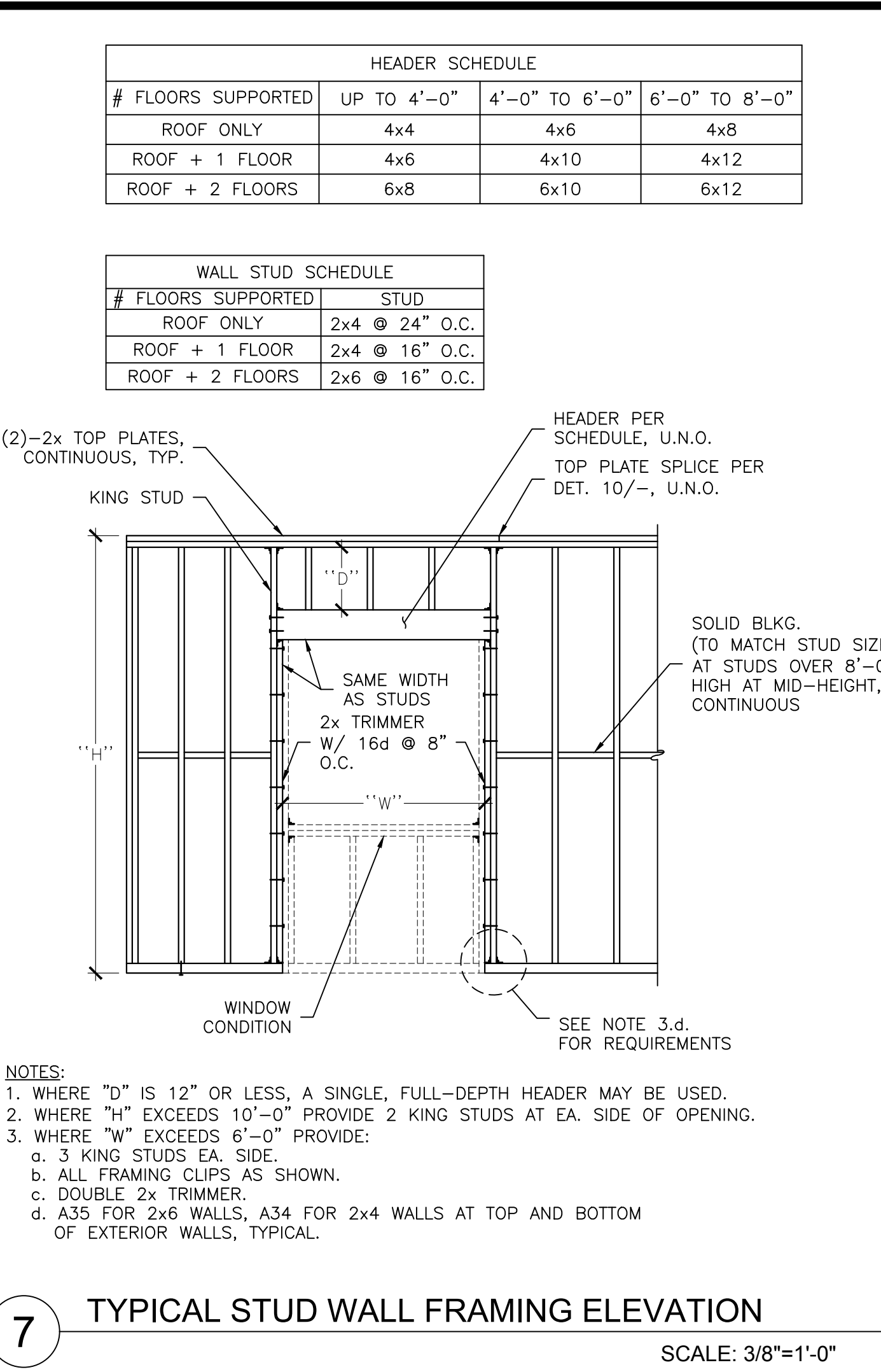
13 BORE AND NOTCH LIMITS IN TOP PLATES

SCALE: 1-1/2"=1'-0"



9 BEAM AT WALL

SCALE: 3/4"=1'-0"

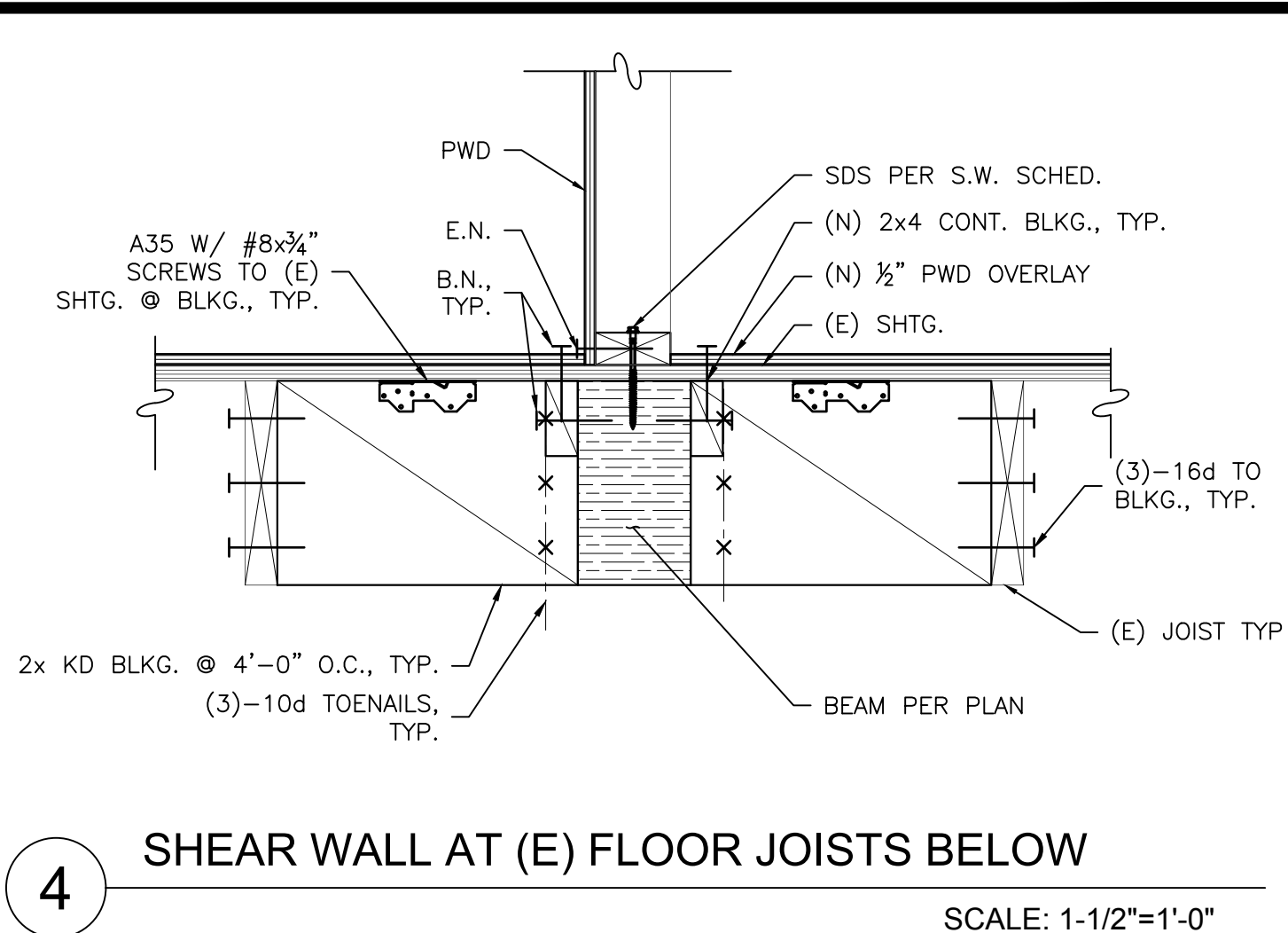


7 TYPICAL STUD WALL FRAMING ELEVATION

SCALE: 3/8"=1'-0"

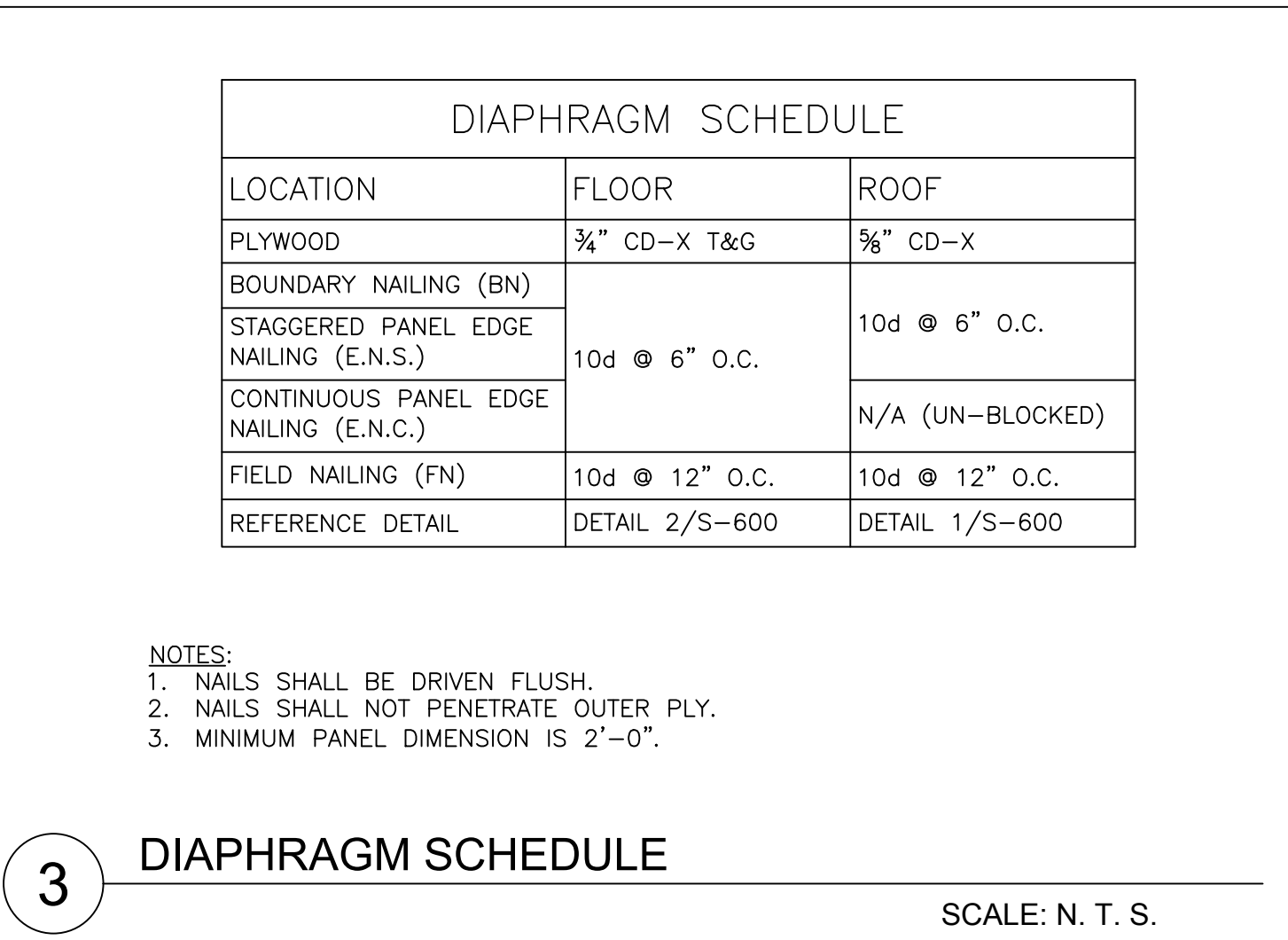
HEADER SCHEDULE			
# FLOORS SUPPORTED	UP TO 4'-0"	4'-0" TO 6'-0"	6'-0" TO 8'-0"
ROOF ONLY	4x4	4x6	4x8
ROOF + 1 FLOOR	4x6	4x10	4x12
ROOF + 2 FLOORS	6x8	6x10	6x12

WALL STUD SCHEDULE	
# FLOORS SUPPORTED	STUD
ROOF ONLY	2x4 @ 24" O.C.
ROOF + 1 FLOOR	2x4 @ 16" O.C.
ROOF + 2 FLOORS	2x6 @ 16" O.C.



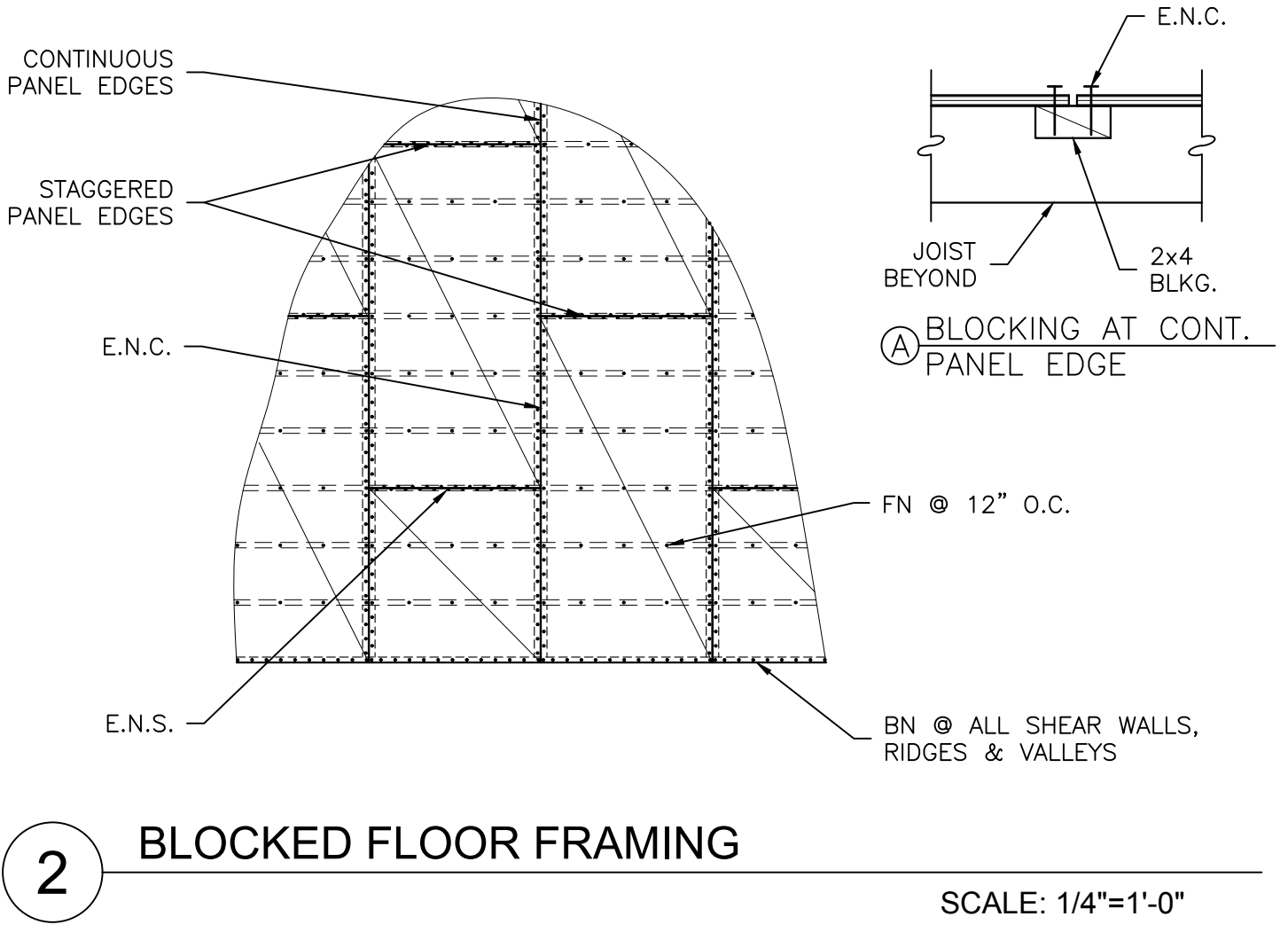
4 SHEAR WALL AT (E) FLOOR JOISTS BELOW

SCALE: 1-1/2"=1'-0"



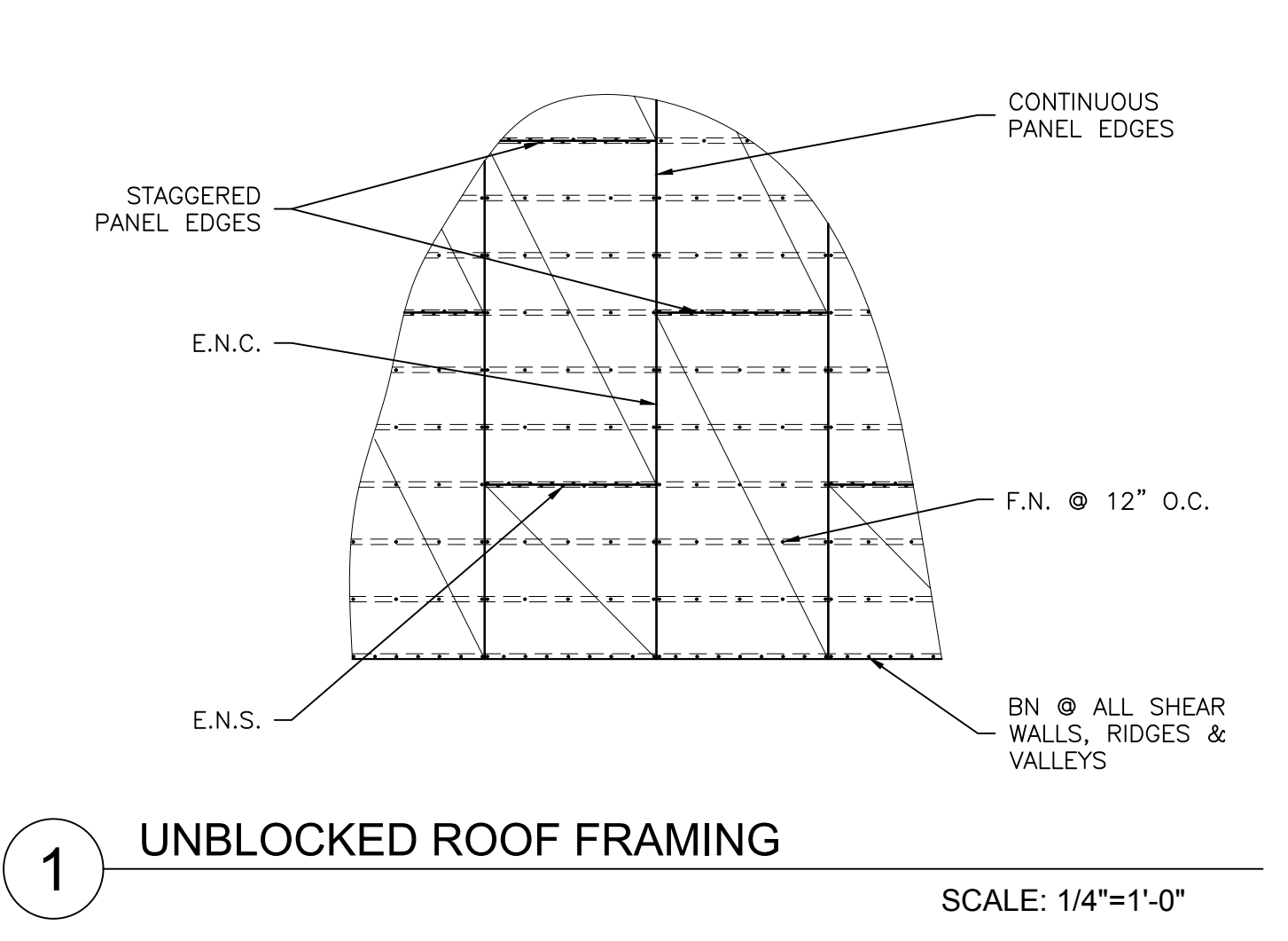
3 DIAPHRAGM SCHEDULE

SCALE: N. T. S.



2 BLOCKED FLOOR FRAMING

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



1 UNBLOCKED ROOF FRAMING

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

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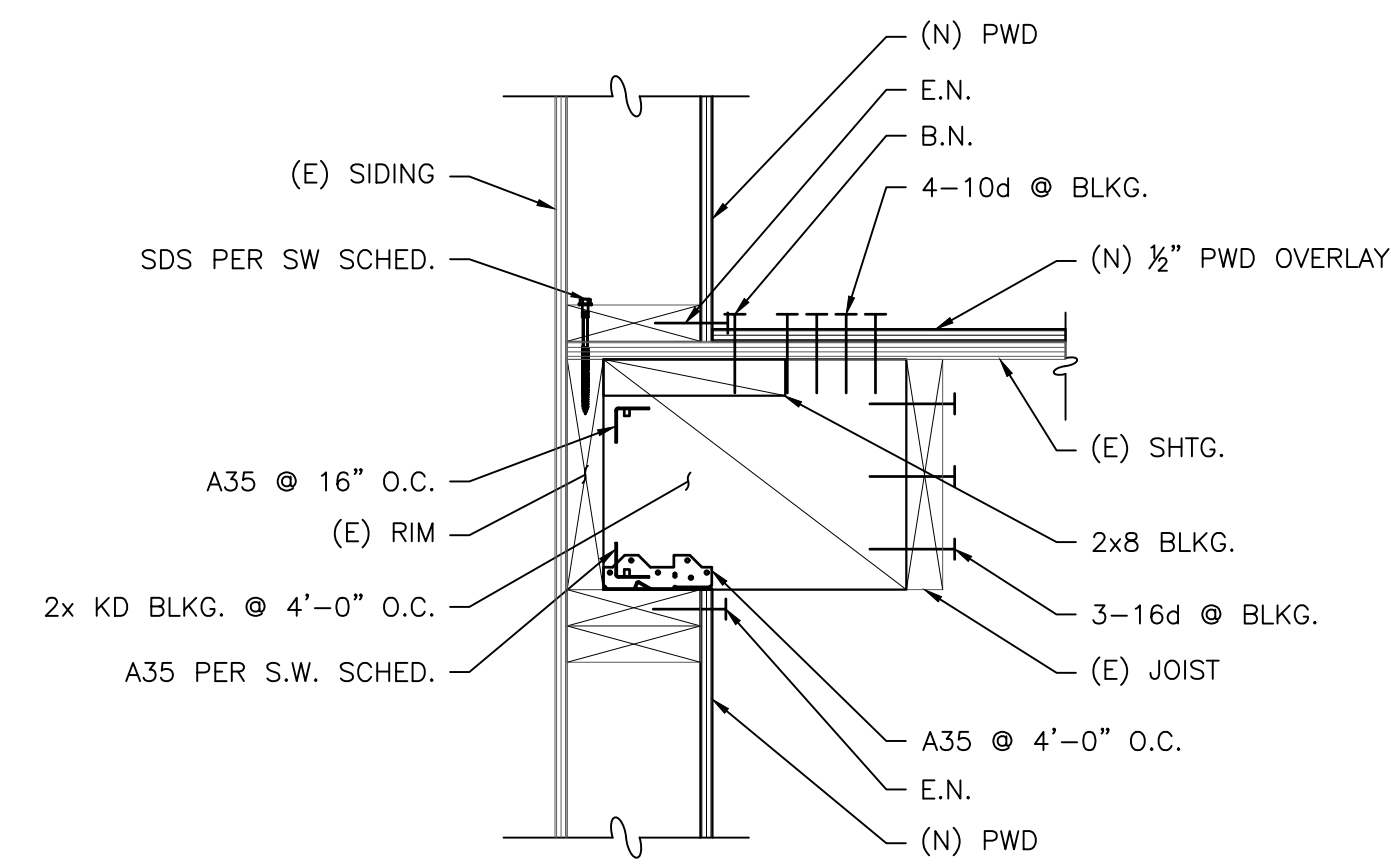
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RESIDENCE  
64 Potomac Street  
San Francisco, CA 94117



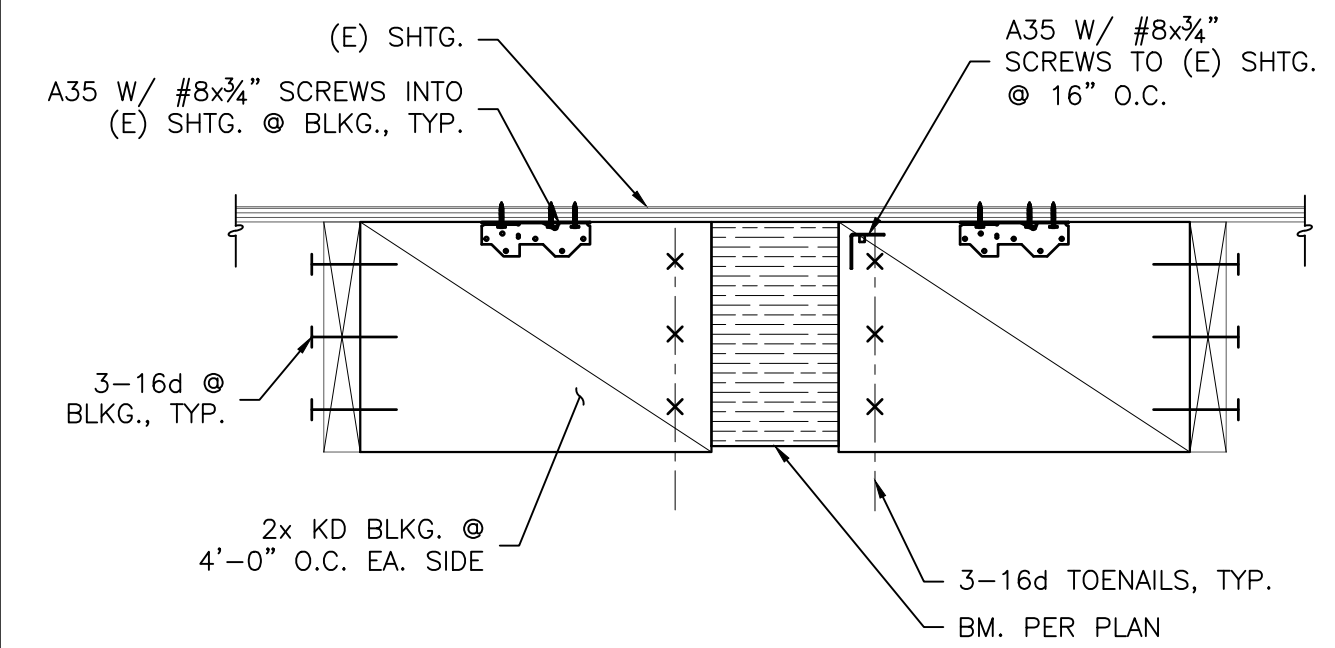
Issue:	Date:
Building Permit	12.18.2018
Scale: AS-NOTED	
Job No. 18-114	

Wood  
Framing Details I

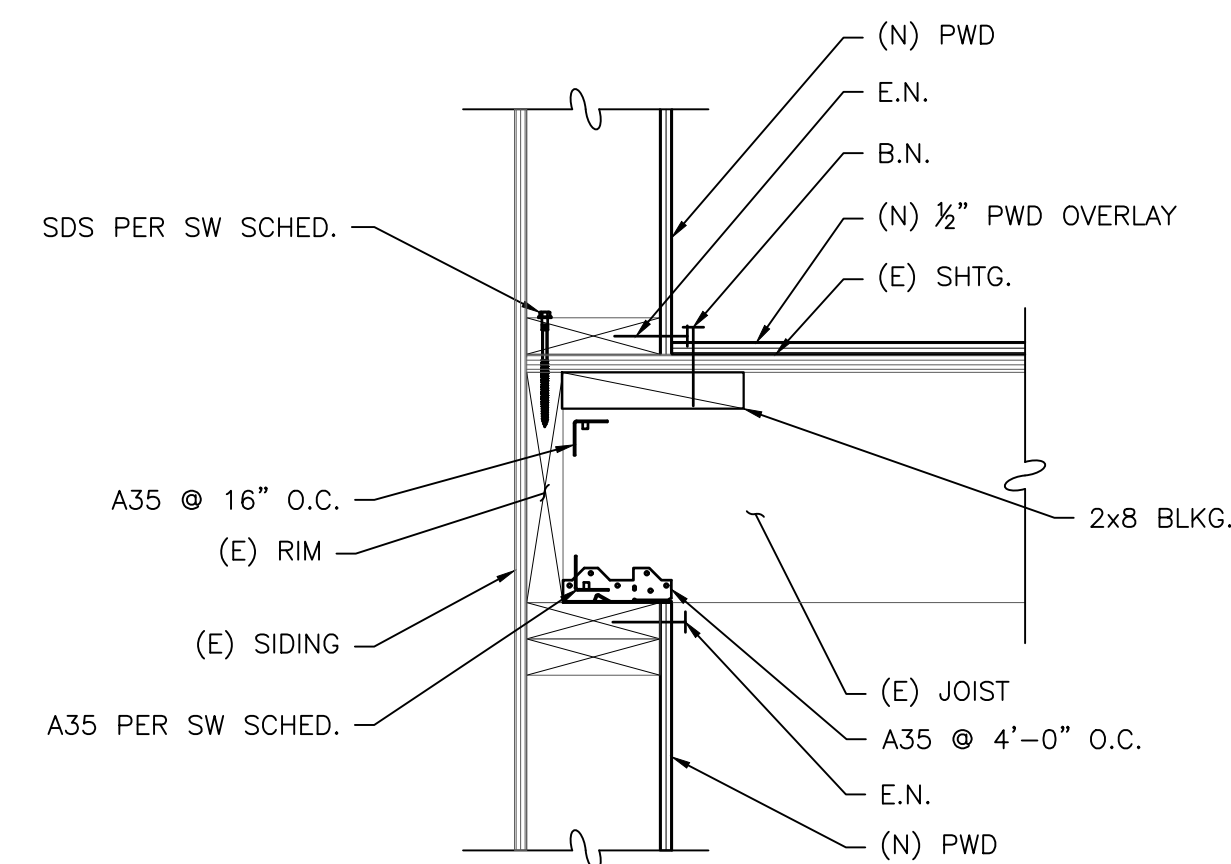
S-600



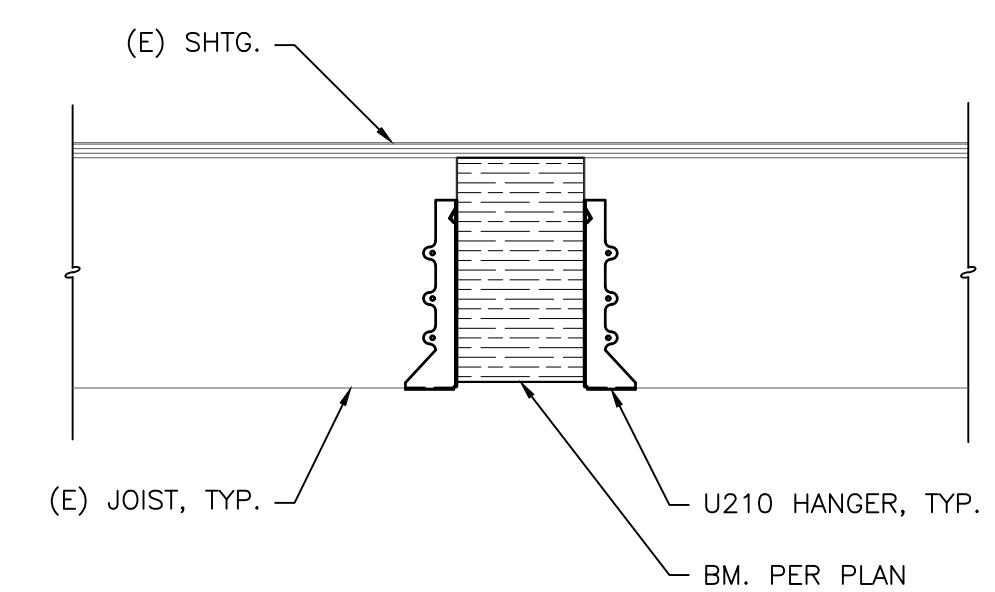
8 EXTERIOR SHEAR WALL - NON - BEARING



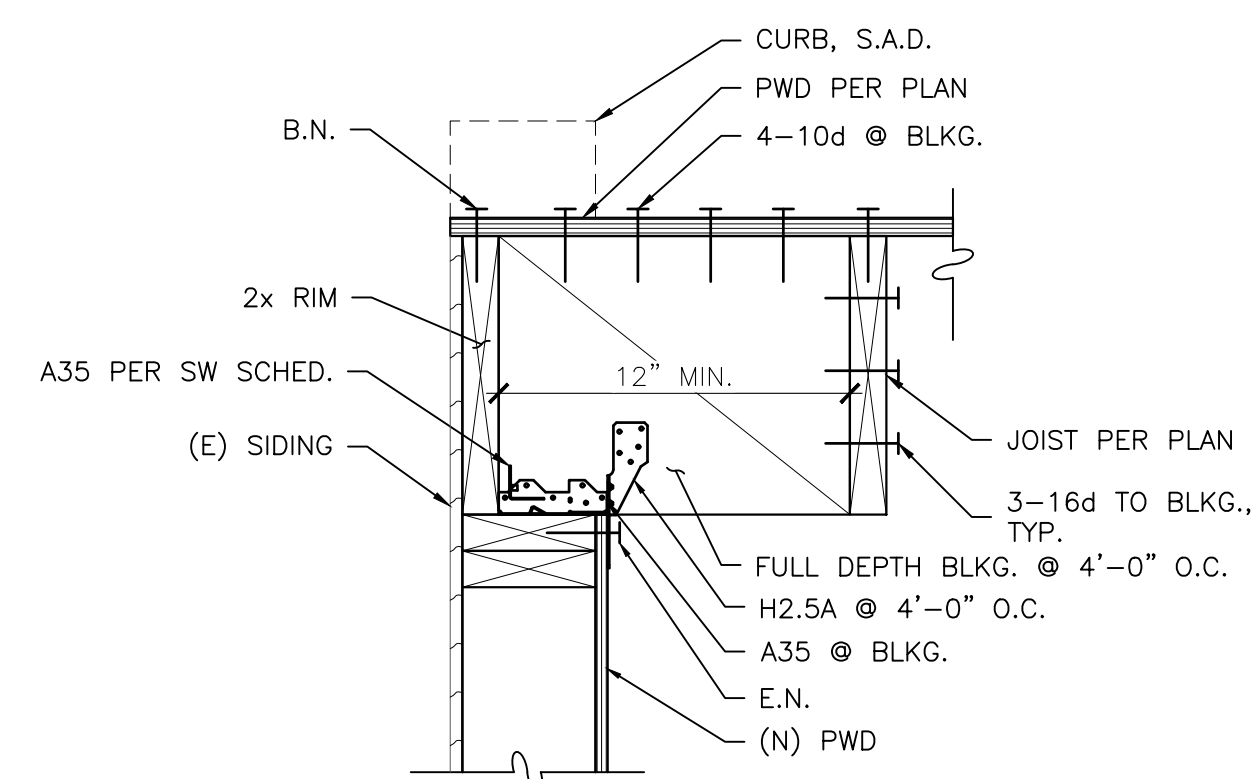
#### 4 (N) BEAM AND (E) JOIST CONNECTION



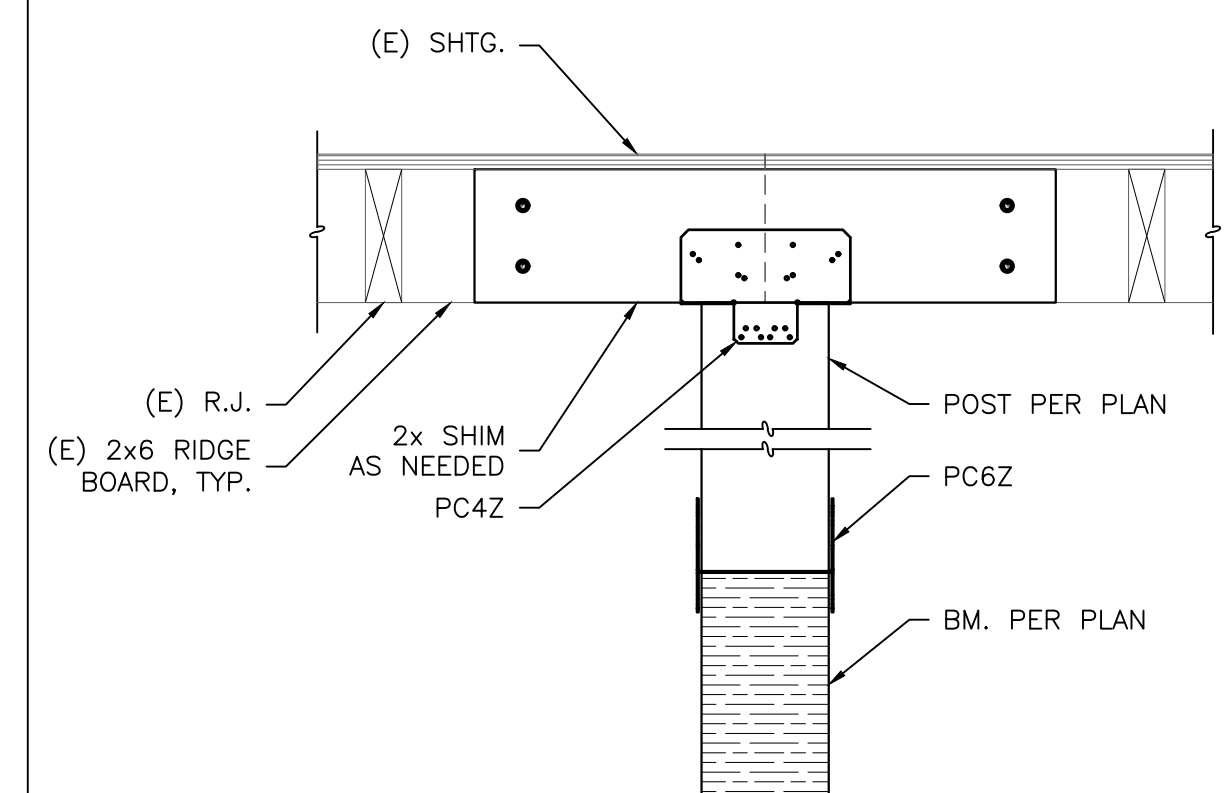
7 EXTERIOR SHEAR WALL - BEARING



### 3 (N) BEAM AND (E) JOIST CONNECTION

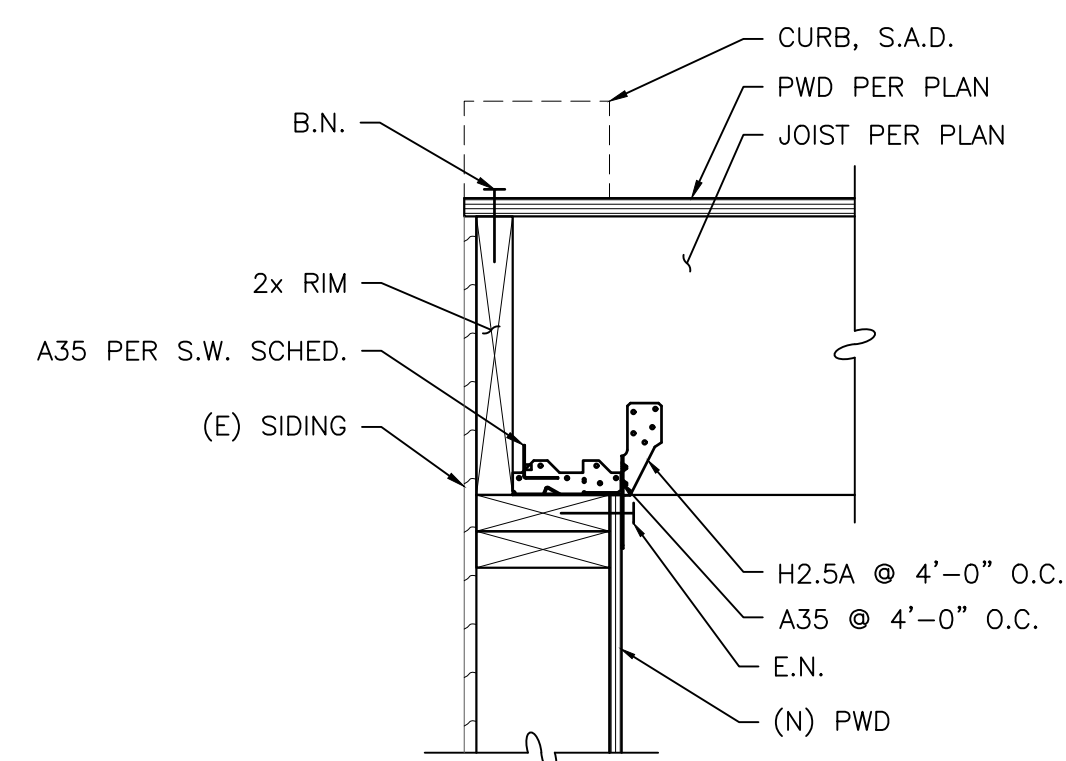


6 EXTERIOR SHEAR WALL - NON - BEARING

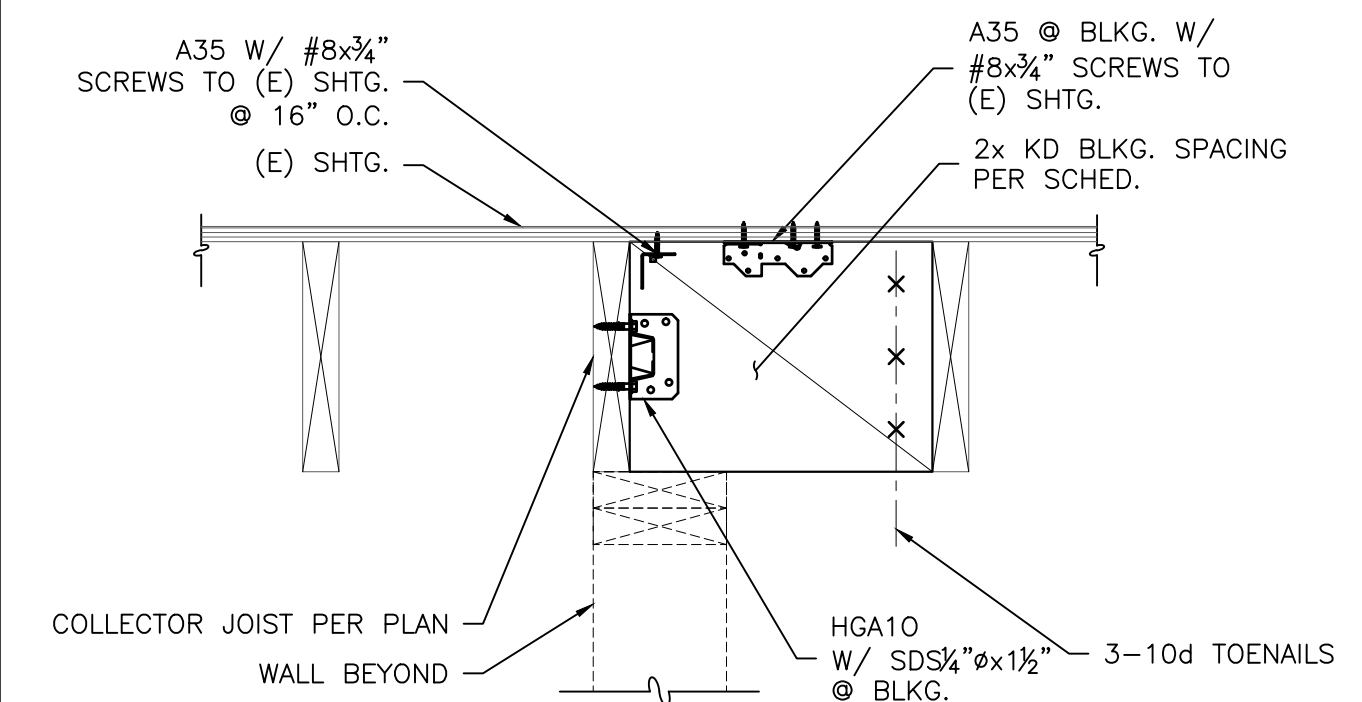


2 (N) POST AND (E) ROOF JOIST CONNECTION

SCALE: 1-1/2" = 1'-0"

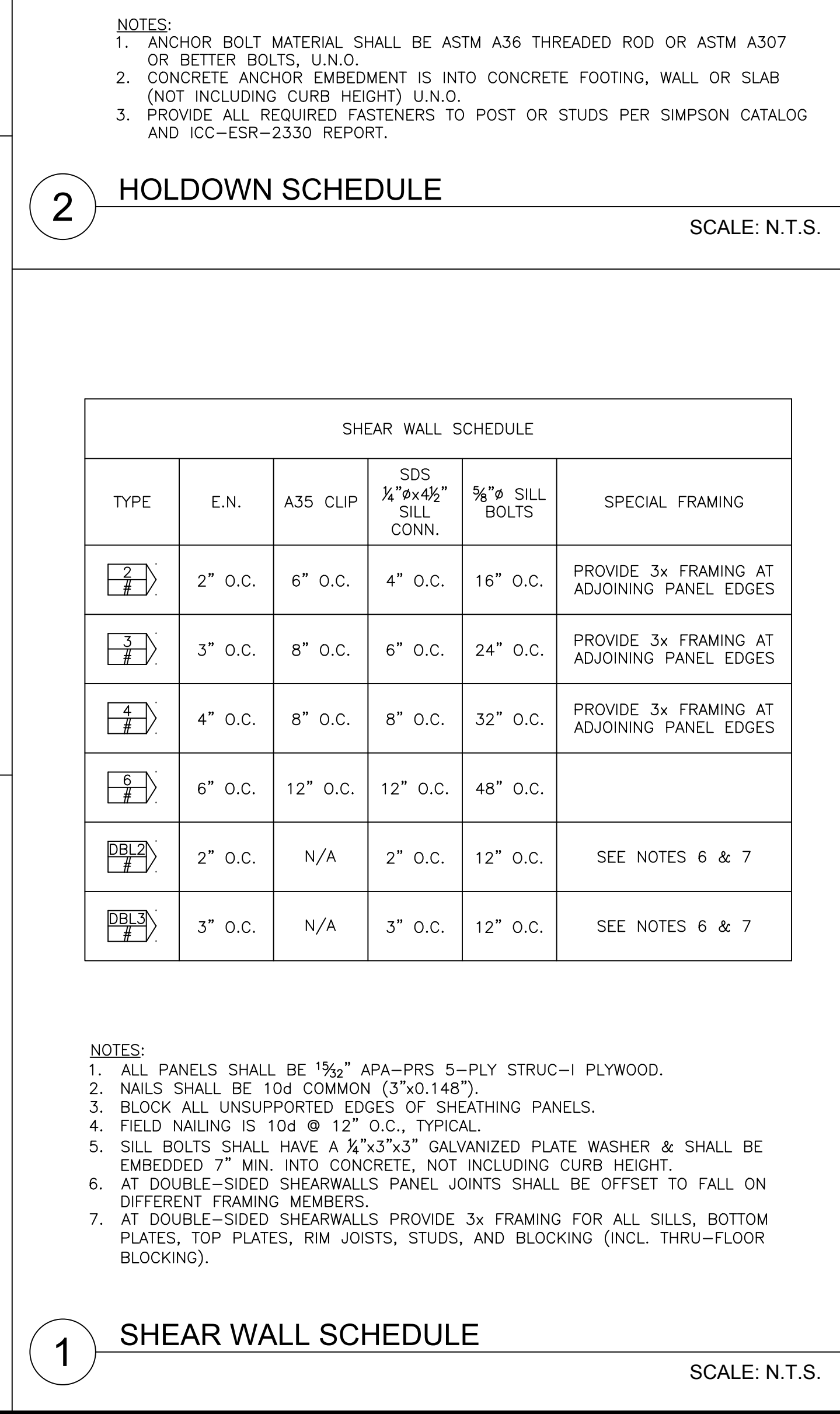
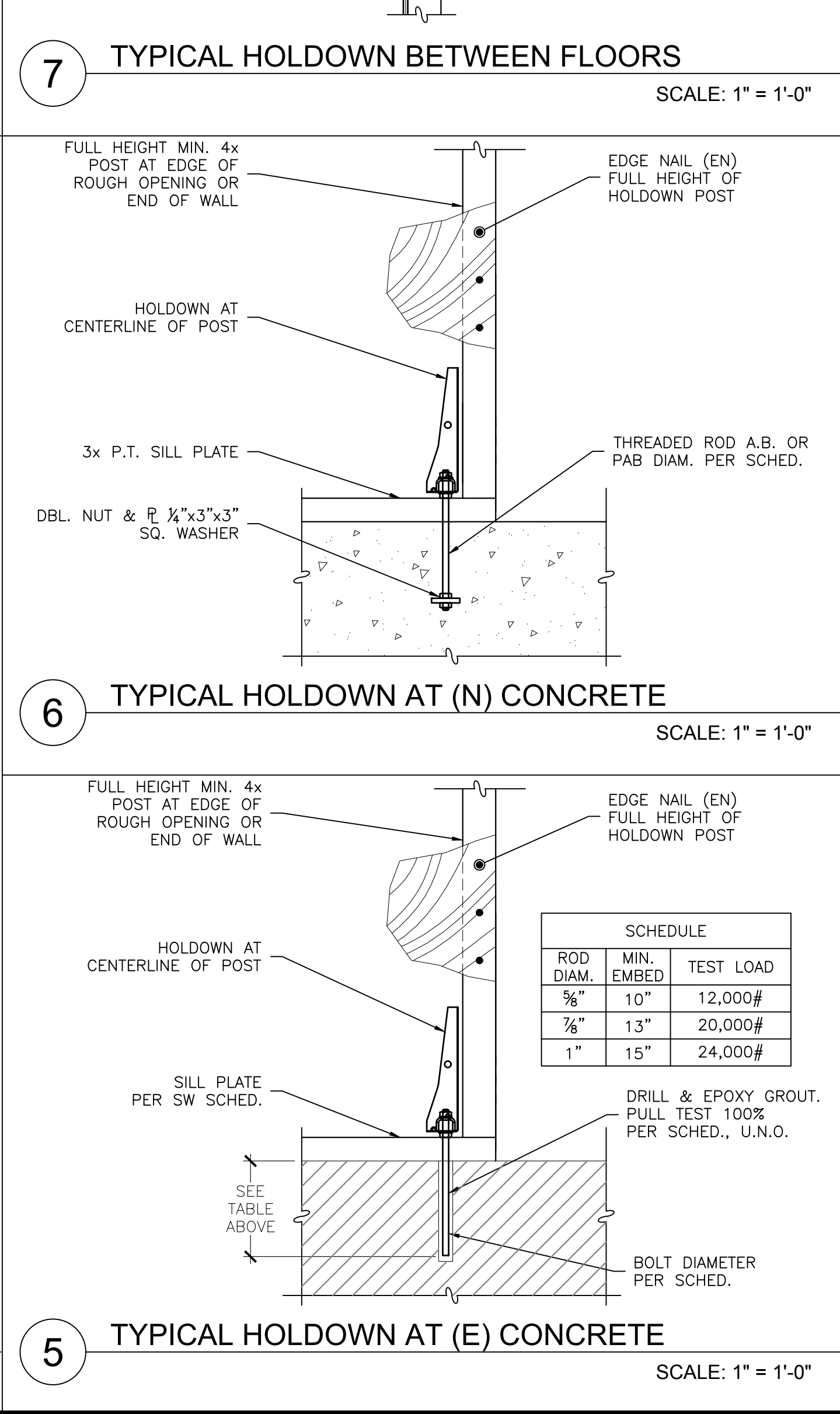
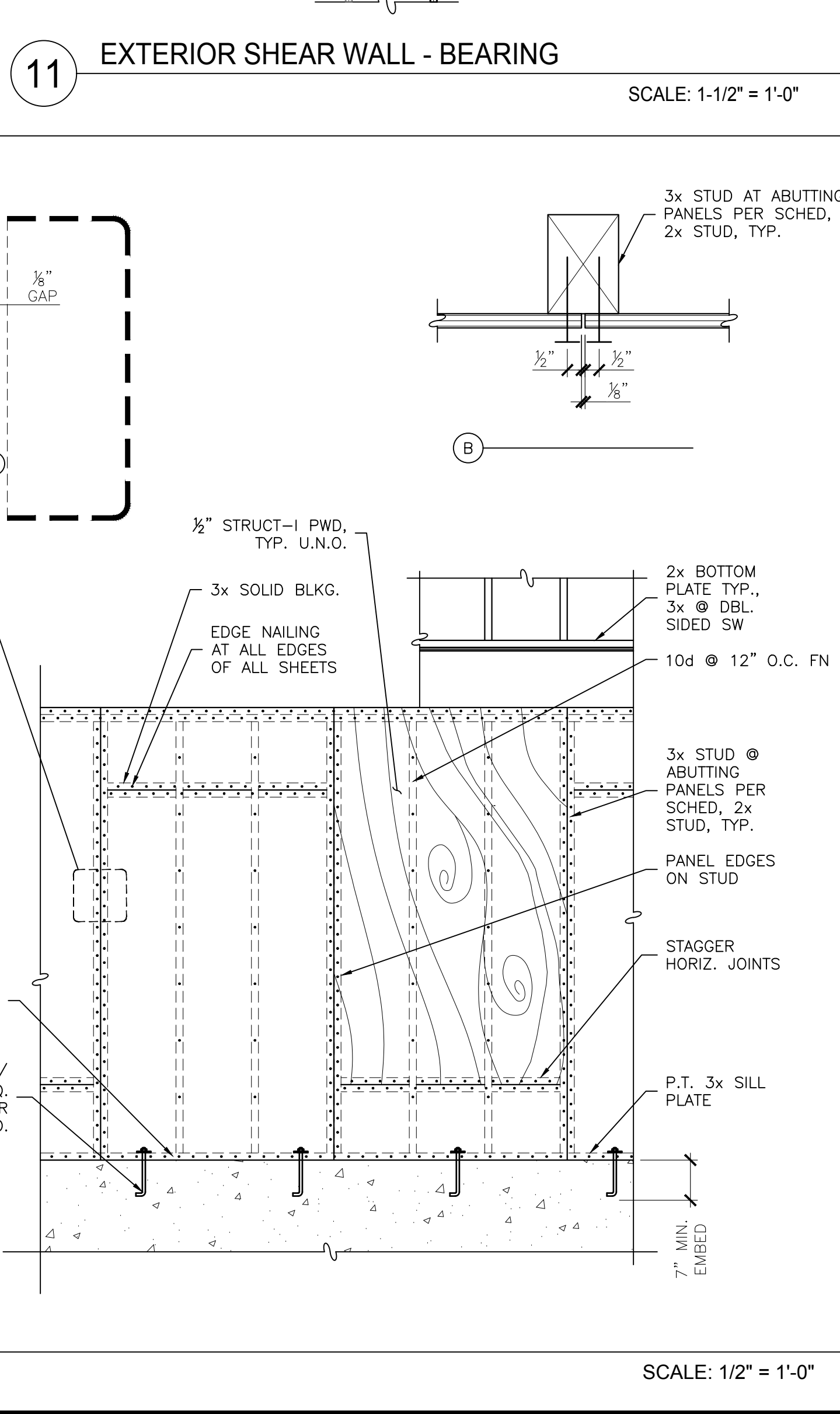
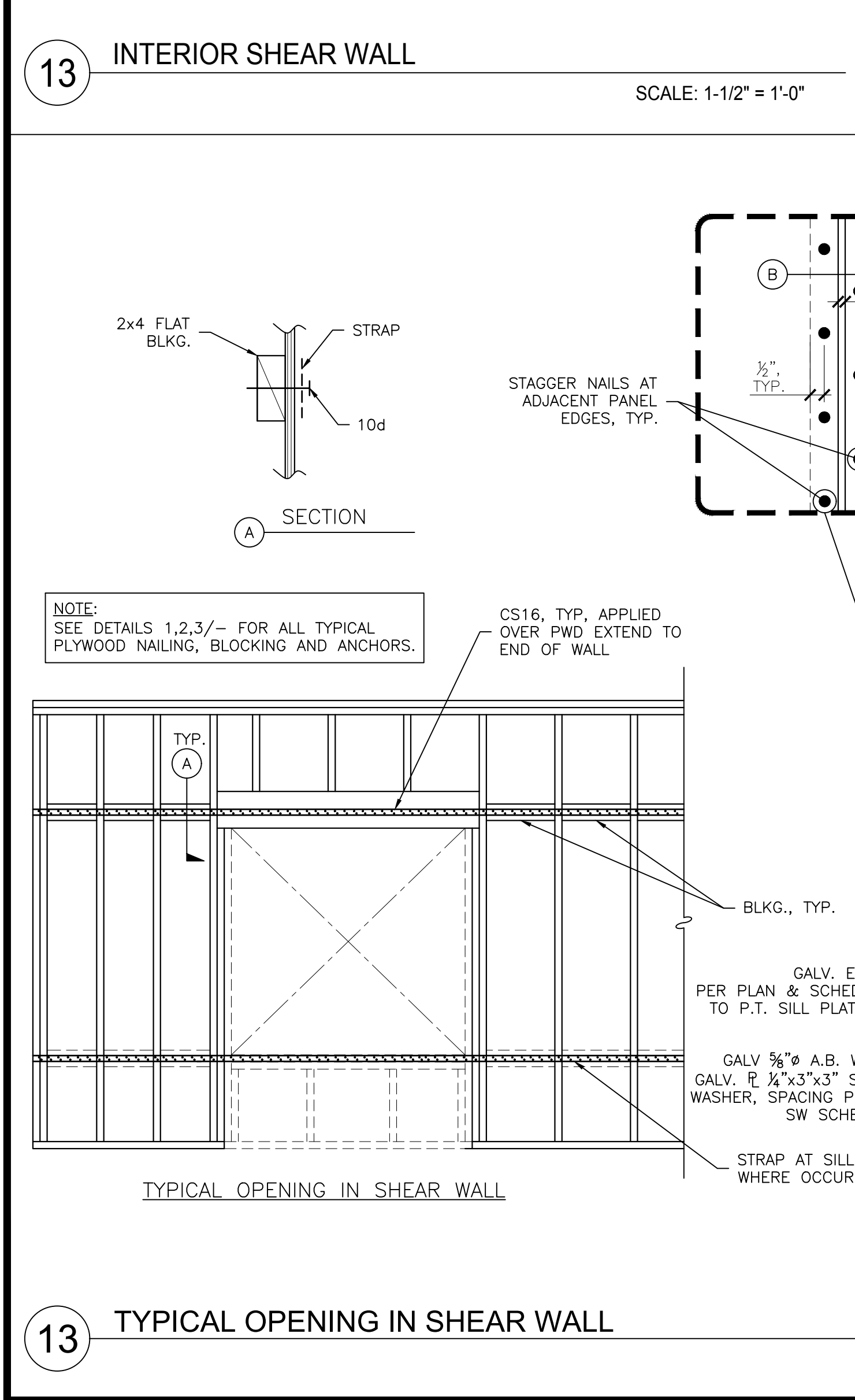
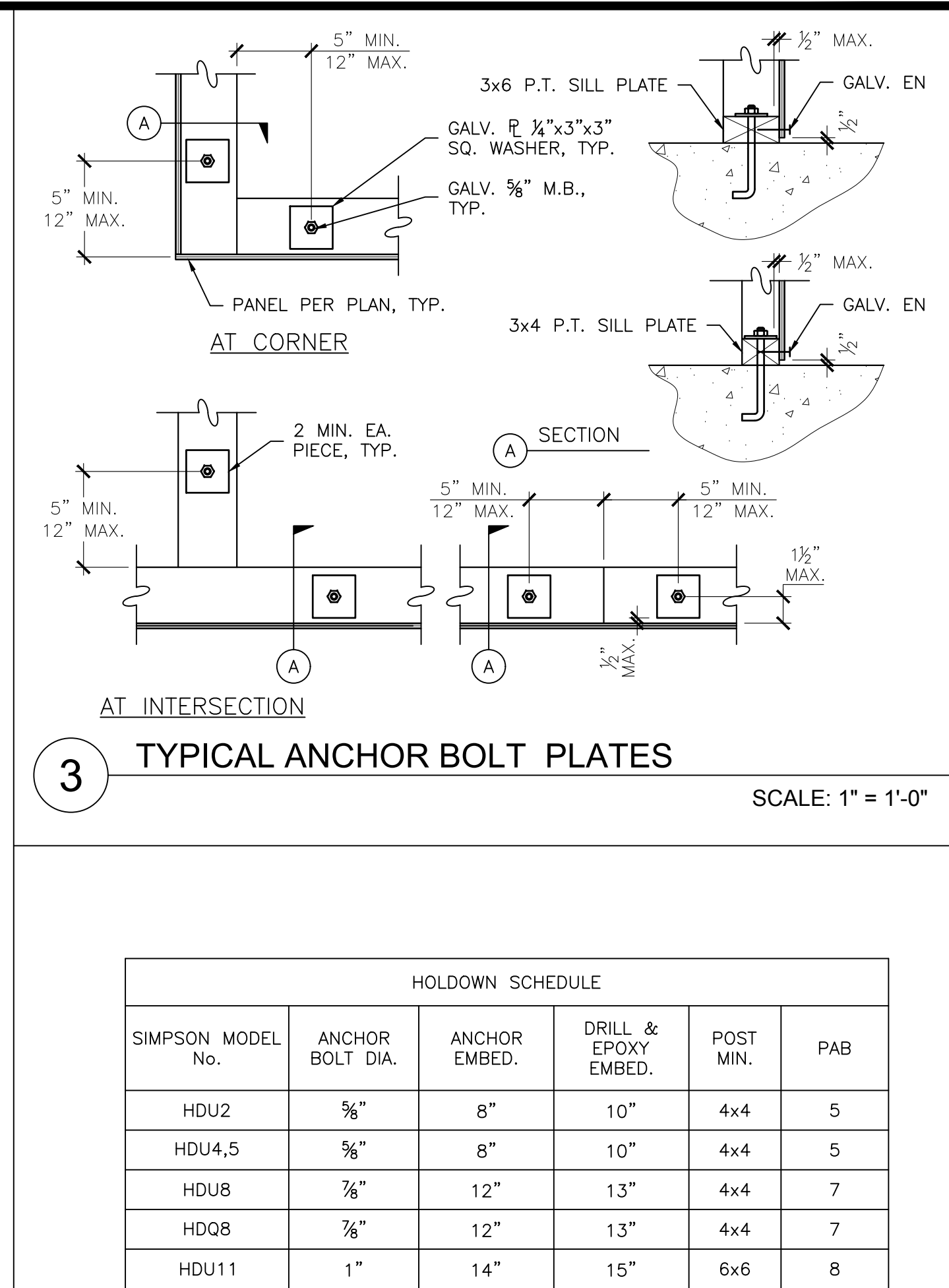
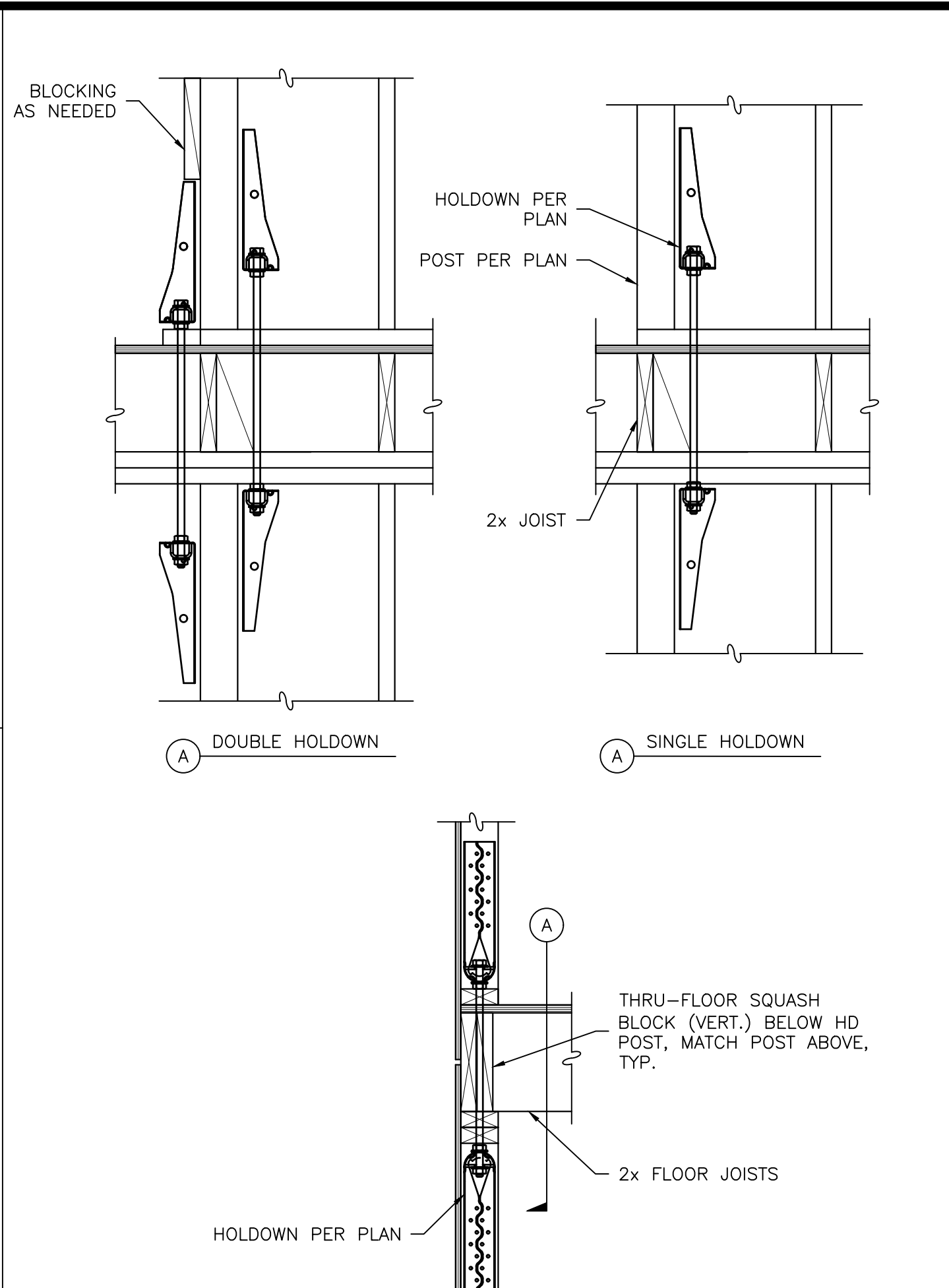
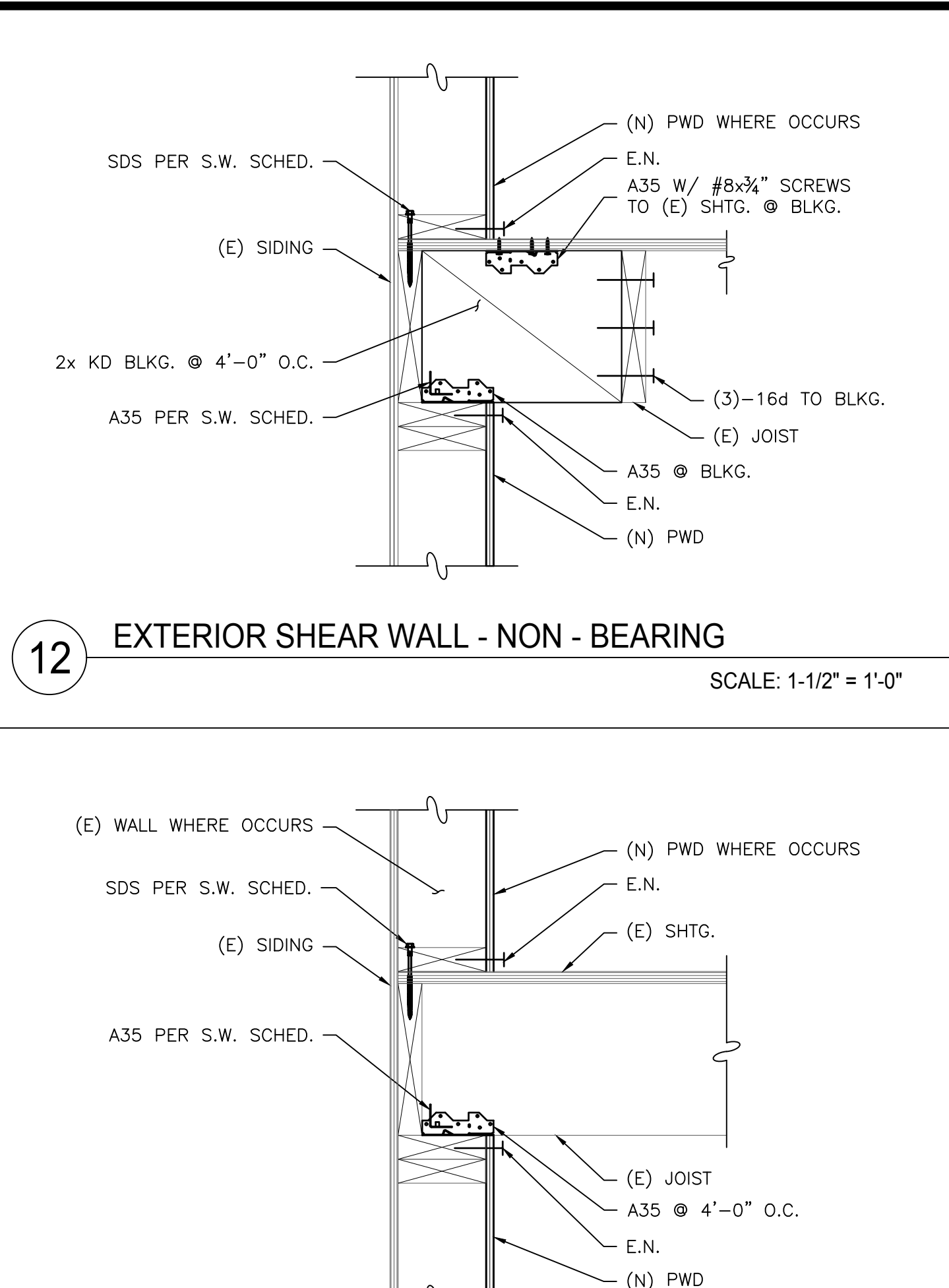
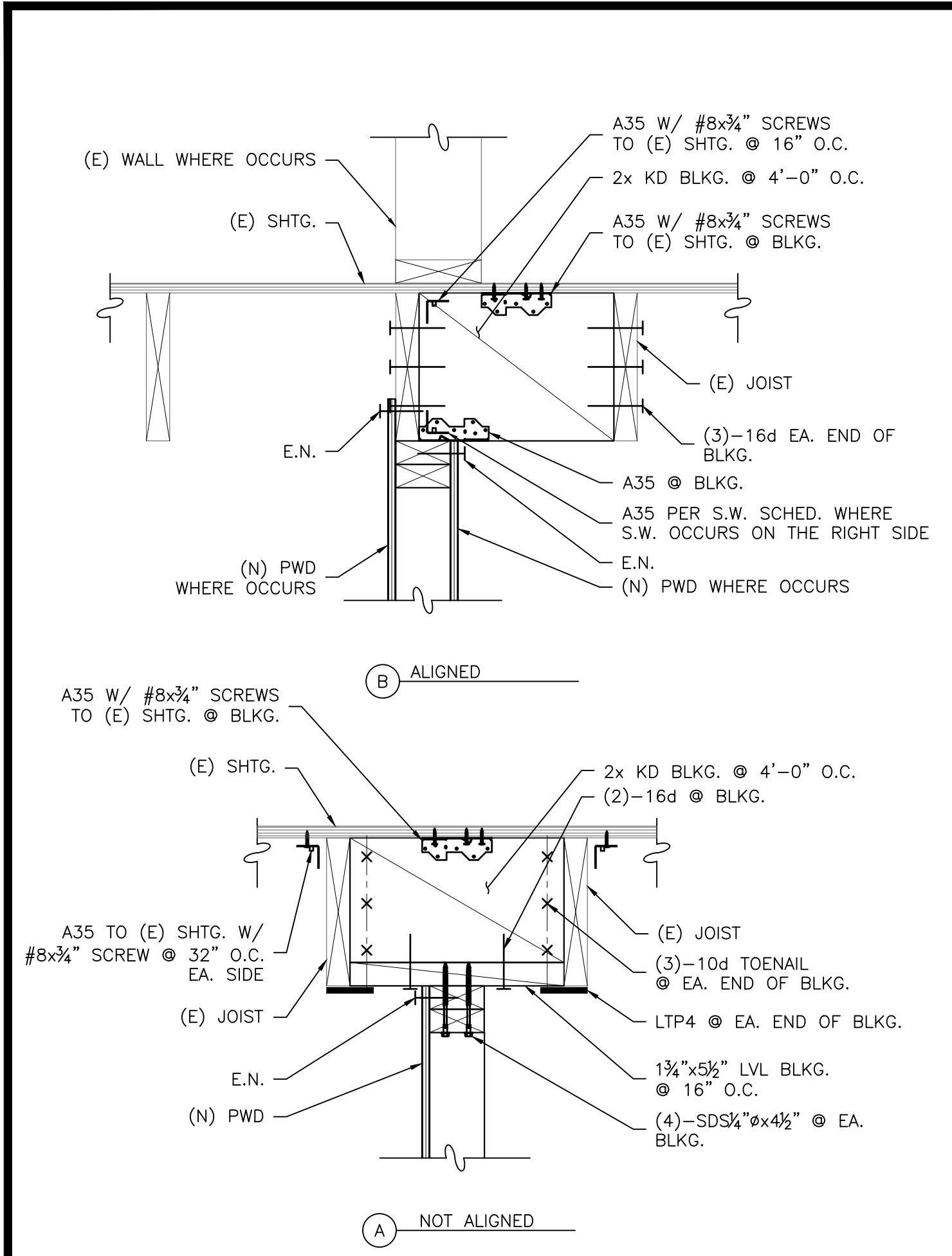


5 EXTERIOR SHEAR WALL - BEARING



1 COLLECTOR JOIST AT (E) FLOOR

SCALE: 1-1/2" = 1'-0"



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INGEBORN-GUSTAV  
RESIDENCE

64 Potomac Street  
San Francisco, CA 94117

REGISTERED PROFESSIONAL ENGINEER  
JAMES ENRIGHT  
77661  
CIVIL  
STATE OF CALIFORNIA

Issue: Date:  
Building Permit 12.18.2018

Scale: AS NOTED  
Job No. 18-114

Wood Shear Wall  
Details

S-610

<i>Case No.:</i>	2019-005831MLS
<i>Project Address:</i>	<b>2168 Market Street</b> (District 8)
<i>Landmark No.:</i>	267
<i>Zoning:</i>	NCT (Upper Market Neighborhood Commercial Transit)
<i>Height and Bulk:</i>	40/50-X
<i>Block/Lot:</i>	3542/062
<i>Applicant:</i>	Swedish American Society of San Francisco 2168 Market Street San Francisco, CA 94114

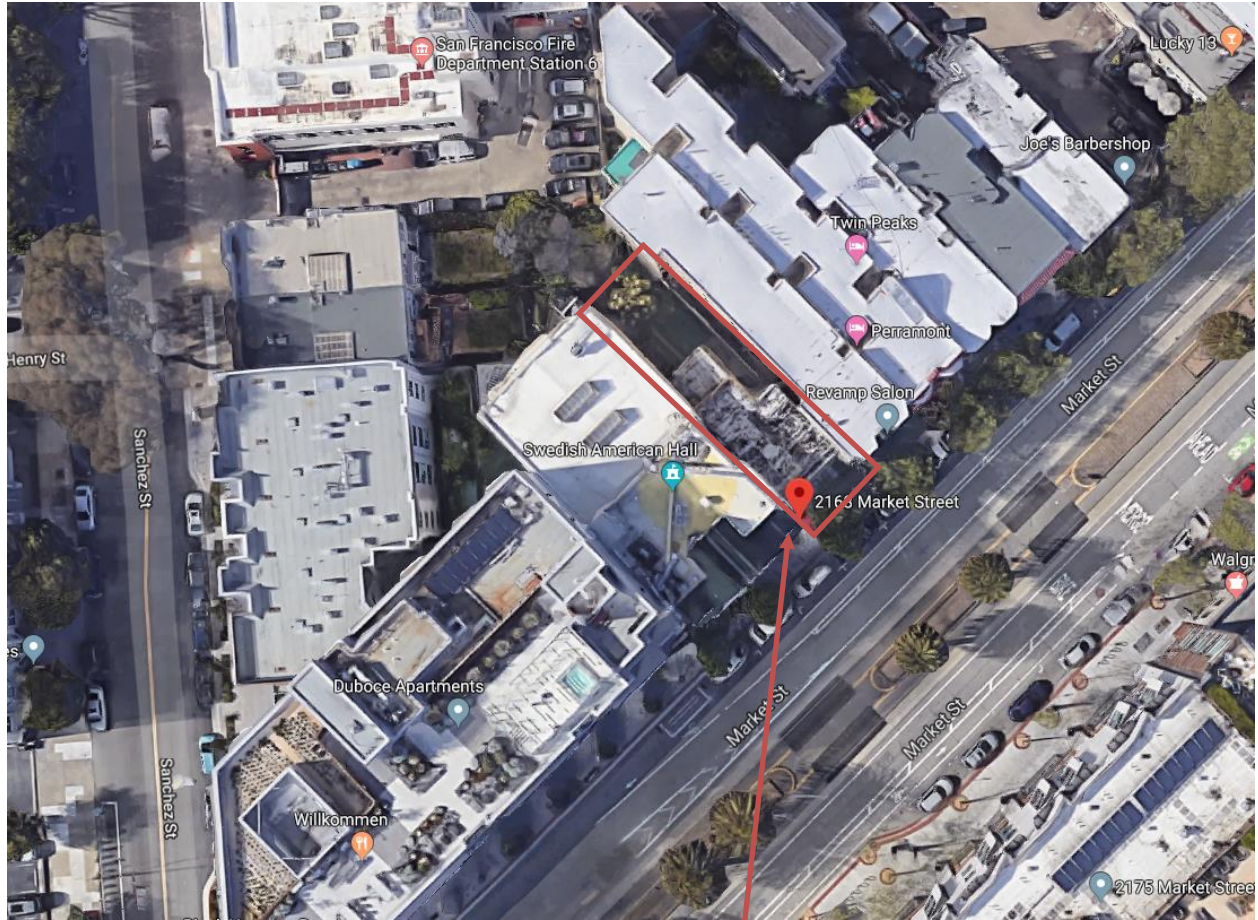


## SITE PHOTO





## AERIAL PHOTO



**SUBJECT PROPERTY**



# SAN FRANCISCO PLANNING DEPARTMENT

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## 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

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

### **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

Recording Requested by, and  
when recorded, send notice to:  
Stephanie Cisneros  
1650 Mission Street, Suite 400  
San Francisco, CA 94103-2414

## **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 of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

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

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

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

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

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

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;
- (c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;

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

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

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

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

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

15. Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_  
\_\_\_\_ Carmen Chu, Assessor-Recorder

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_ John Rahaim, Director of Planning

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_  
\_\_\_\_ Andrea Ruiz-Esquide, Deputy City Attorney

DATE: \_\_\_\_\_

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		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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.			



Scope: # 5		Building Feature: Window	
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020			
Total Cost: \$ 1,500			
<p>Description of Work: Replace broken leaded glass pane on 2<sup>nd</sup> 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.</p>			

**Exhibit B: Maintenance Plan for 2168 Market Street**

Scope: # 1		Building Feature: Roof	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$1,500 average annual cost over 10 years.			
<p>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.</p>			

Scope: # 6		Building Feature: Interior finishes	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$3,000 average annual cost over 10 years.			
<p>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.</p>			



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



**Swedish American Hall  
2168-2174 Market Street**

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

<b>APN:</b>	3542 062	<b>Lien Date:</b>	1/1/2019
<b>Address:</b>	2168 Market Street	<b>Value Date:</b>	7/1/2019
<b>SF Landmark No.:</b>	#267	<b>Application Date:</b>	4/24/2019
<b>Applicant's Name:</b>	Swedish Society of San Francisco	<b>Valuation Term</b>	12 months
<b>Agt./Tax Rep./Atty:</b>	No	<b>Last Sale Date:</b>	Built for the Swedish Society in 1907
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	N/A

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$114,452	Land	\$2,418,000	Land	\$4,110,000
Imps.	\$569,766	Imps.	\$1,612,000	Imps.	\$2,740,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$684,218</b>	<b>Total</b>	<b>\$4,030,000</b>	<b>Total</b>	<b>\$ 6,850,000</b>

**Property Description**

<b>Property Type:</b>	Commercial	<b>Year Built:</b>	1907	<b>Neighborhood:</b>	Duboce Triangle
<b>Type of Use:</b>	Commercial	<b>(Total) Rentable Area:</b>	17132	<b>Land Area:</b>	5,153
<b>Owner-Occupied:</b>	No	<b>Stories:</b>	3+ Basement	<b>Zoning:</b>	Upper Market NCT
<b>Unit Types:</b>	Retail/Office	<b>Parking Spaces:</b>	0		

**Total No. of Units:**            3

**Special Conditions (Where Applicable)**

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$ 228,073	\$ 40	\$ 684,218
Income Approach - Direct Capitalization	\$ 1,343,333	\$ 235	\$ 4,030,000
Sales Comparison Approach	\$ 2,283,333	\$ 400	\$ 6,850,000
 Recommended Value Estimate	 \$ 228,073	 \$ 40	 \$ 684,218

<b>Appraiser:</b> Anne Ferrel	<b>Principal Appraiser:</b> Rob Spencer	<b>Hearing Date:</b>
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**SUBJECT PHOTOGRAPHS, ASSESSOR'S BLOCK MAP AND LOCATION MAP**

**Address: 2168-2174 Market Street**

**APN: 3542 062**



Subject 2168-2174 Market Street



Street Scene - Market Street between Church and Sanchez



2168 Market Street - Basement Level Café du Nord



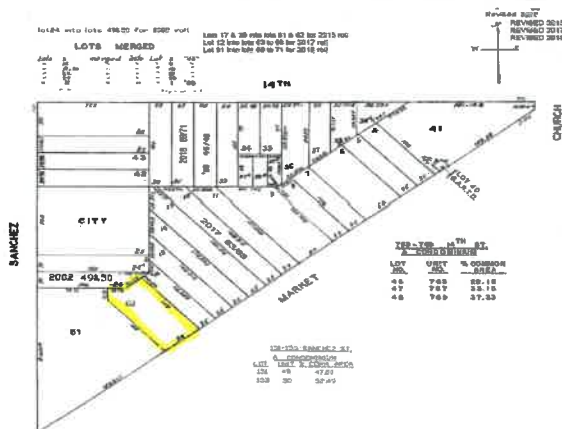
2170 Market Street - Street Level Restaurant "The Wooden Spoon"



2174 Market Street - 2nd Level Event Space



2174 Market Street - 3rd Level Swedish Society Meeting Rooms



INCOME APPROACH			Actual Income and Expense Information - Swedish Americal Hall				
Address:	2168 Market Street						
Date of Value	7/1/2019						
Potential Gross Income	Sq. Ft.	Annual Rent/SE	Totals				
Retail							
Basement Level Retail	5,222	x	MG	\$130,550			
1st Floor Retail	5,087	x	MG	\$152,610			
2nd Floor Retail	5,203	x	MG	\$130,075			
Subtotal Retail	15,512		Avg	\$27.00	\$413,235		
Office							
3rd Floor Office	1,620	x	MG	\$25,000	\$40,500		
Total Potential Income/Square Feet	17,132			\$28.48	\$453,735		
Less: Vacancy & Collection Loss							
Retail	\$413,235	@	5%	\$20,662			
Office	\$40,500	@	5%	\$2,025			
Total					\$22,687		
Effective Gross Income					\$431,048		
Other Income					\$47,222		
Effective Gross Income					\$478,270		
Less: Anticipated Operating Expenses (Pre-Property Tax)*					\$71,741		
Net Operating Income (Pre-Property Tax)					\$399,308		
					\$20.67		
Restricted Capitalization Rate							
2019 interest rate per State Board of Equalization				4.7500%			
Risk rate (4% owner occupied / 2% all other property types)				2.0000%			
2018 property tax rate **				1.1630%			
Amortization rate for improvements only							
Remaining economic life (in years)				1.0000%			
Improvements constitute % of total property value				0.0350	8.9130%		
				40			
					\$4,030,000		
RESTRICTED VALUE ESTIMATE							
Rent Roll as of Calendar year 2019							
Unit	Tenant	SF Per DBL Floorplans	Moved In	Renewal Date	Monthly Contract Rent	Annual Rent	Annual Rent / Foot
2168-2170-2174 Market	Upper Market Vikings	17,132	Feb-08	01/2014 Amendment	\$22,575	\$270,900	\$15.81
Cell Tower	AT&T - New Circular Wireless	111sf equipment space + airspace not to exceed ceiling height of room. 248sf of antenna space on structure's roof and/or facade.	Jun-50	09/2017 Amendment	\$3,635	\$47,222	
Total Income from Leases					\$26,510	\$318,122	
NOTE: Reference Section 24.3 of the lease, 3rd floor Swedish American Archives and/or Board Room can be used by the Lessees for "Events".							
Additional Income as of Calendar year 2018							
Rental	Swedish American Society - 2 Upper Floor Rooms (Archives and Board Room)	1,620				\$6,775	
Other Income	Concert and film sponsored by the Swedish American Hall					\$1,480	
Total Additional Income						\$8,255	
Notes:							
Annual Operating Expenses includes water service, refuse collection, insurance, and common maintenance. Assumes payment of PG&E by lessee.							
Based on 2018 actuals, income to expense ratio = 12.5%							
The 2019 property tax rate will be determined in September 2019							

Rental Income Information		
Amounts listed are calendar year 2018 actual, considered typical. Mortgage debt service (substantial) is excluded.		
Item	Amount	
Income		
Lease	\$	317,372
Rental	\$	6,775
Other Income	\$	1,480
Expenses		
Advertising	\$	180
Cleaning & Maintenance	\$	999
Events Expense	\$	6,986
Fees	\$	555
Insurance	\$	22,504
Professional Services	\$	4,780
Repairs	\$	1,256
Supplies	\$	2,603
Other	\$	825
Taxes		
Federal	\$	16,500
Property	\$	10,108
State	\$	7,000

Rental Income Information		
Amounts listed are calendar year 2018 actual, considered typical. Mortgage debt service (substantial) is excluded.		
Item	Amount	
Income		
Lease Rental	\$	317,372
Other Income	\$	6,775
	\$	1,480
Expenses		
Advertising	\$	180
Cleaning & Maintenance	\$	999
Events Expense	\$	6,998
Fees	\$	555
Insurance	\$	22,504
Professional Services	\$	4,780
Repairs	\$	1,256
Supplies	\$	2,603
Other	\$	825
Taxes		
Federal	\$	16,500
Property	\$	10,108
State	\$	7,000

Summary of Subject and Comparable Retail Leases												
Address:		2168-2174 Market Street										
APN:		3542 062										
Value Date:		7/1/2019										
No.	Block/Lot	Address	Tenant	Floor	Lease Signed	Lease Start	Term - Mo's	NRA	Starting Rent	Lease Type	Expense Terms	Escalations/Comments
Subject Property Retail Leases												
Lease #1												
Subi.	3542 062	2168 Market Street	United Market Vikings - The Wooden Spoon	1	1/1/2014	1/1/2014	360	5,087		A	MG	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/month + 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.
Subi.	3542 062	2170 Market Street	United Market Vikings - Café Du Nord	Bsmt	1/1/2014	1/1/2014	360	5,222		A	MG	
Subi	3542 062	2174 Market Street	United Market Vikings - Event Space (5203sf) Meeting Rooms (1620sf)	2nd-3rd	1/1/2014	1/1/2014	360	6,823		A	MG	
									17,132			\$15.06
Lease #2												
Subi.	3542 062	2174 Market Street	AT&T - New Cingular Wireless PCS LLC	3rd Floor Equipment Room and Rooftop	9/22/2017	9/22/2017	38	359sf	\$10.43	A		Structure License Agreement for cellular antennas. Lease amendment beginning 09/22/2017: \$37.45/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 Retail Rents (Sorted by Property Type)												
1	0311 013	57 Post Street	Dada Bar	1	2/2/2016	8/23/2016	32	6,026	\$30.61	N	MG	GF 3014sf. Mezz 1350sf and Lower lvl 1662sf. 3% ann inc. Tenant to pay CAM and tax inc over BY. Tenant to pay all utilities and janitorial, rent abated until TI complete
2	0619 149	1810 Van Ness	Tokyo International Bar/Lounge		Unk	02/01/16	60	2,583	\$36.00	Unk	NNN	3% annual increases Lease includes use of ~3150sf bsmt space. Tenant pays owner for utilities and R&M. Landlord installed elevator @ \$20,000
3	3515 010	1096 South Van Ness	Urban Putt/Restaurant		11/1/2012	Unk	120	6,745	\$22.24	Unk	IG	Renewal, 1 scheduled increase 01/01/2018 to \$4150/month
4	0287 020	447 Bush Street	Event Space/Office Seminars: San Francisco Empowerment Center	1	6/11/2016	7/1/2016	30	2,000	\$24.30	R	NNN	
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: FSG - full service gross lease MG - modified gross lease IG - industrial gross lease NNN - triple net or net 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

No.	Block/Lot	Address	Tenant	Floor	Lease Signed	Lease Start	Term - Mo's	NRA	Starting Rent	Lease Type	Expense Terms	Escalations/Comments
<b>Subject Property Retail Leases</b>												
<b>Lease #1</b>												
Subj.	3542 062	2168 Market Street	United Market Vikings - The Wooden Spoon	1	1/1/2014	1/1/2014	360	5 087		A	MG	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/month + 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.
Subj.	3542 062	2170 Market Street	United Market Vikings - Café Du Nord	Bsmt	1/1/2014	1/1/2014	360	5 222		A	MG	
Subj.	3542 062	2174 Market Street	United Market Vikings - Event Space (5203sf) Meeting Rooms (1620sf)	2nd-3rd	1/1/2014	1/1/2014	360	6 823 17 132	\$15.06	A	MG	
<b>Lease #2</b>												
Subj.	3542 062	2174 Market Street	AT&T - New Cingular Wireless	3rd Floor Equipment Room and Roof	9/22/2017	9/22/2017	38	359sf	\$10.43	A		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.
<b>Comparable Office Rents (Sorted by Property Type)</b>												

1	0163 009	1155 Mission	Cybernet Entertainment (Tech Office)	3-Jan	2/1/2018	3/1/2018	119	15 678	\$30.61	N	NNN	Flat rent for first 5 years at \$40,000/month, after which rent increases to \$44000 per mnth. Tenant bears all costs on a net basis.
2	0715 014	1000 Van Ness Avenue	Infinite Returns	1	03/31/16		60	9 400	\$30.50	N	MG	No annual increases. Utilities to be paid by tenant. No CAM charges
3	0715 014	1000 Van Ness Avenue	Happy Inspector, Inc	1	7/11/2016	7/11/2016	24	4 840	\$20.50	N	MG	3% annual increases. Two 5 year options @ 95% of FMR but no less than preceeding year. 8 roof top parking spaces.
4	3560 013	2282 Market	Zephyr Real Estate	2	2/28/2014	11/11/2014	120	10 772	\$22.28	N	NNN	
<b>Average</b>									<b>\$25.97</b>			

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: FSG - full service gross lease MG - modified gross lease IG - Industrial gross lease NNN - triple net or net lease

Low: \$20.50  
High: \$30.61  
Average: \$25.97

# SALES COMPARISON ANALYSIS

	ADDRESS	Sales Price \$ PER SQ.FT.	MARKET CONDITIONS	NEIGHBORHOOD	LOT SIZE	YEAR BUILT	SQUARE FEET	CONDITION	OVERALL ADJUSTMENT	ADJUSTED SALE PRICE
Subj. APN	2168 Market Street 3542 062			Duboce Triangle	5,153	1907	17,132	Average		
1	1081 Post Street 0693 016 (Office)	6/4/2019 \$3,497,000 \$383	Similar	Downtown 20%	2,352	1988 -10%	9,120 -7%	Good -15%	-12%	\$337
2	170 Valencia 3502 013 Specialty Property - House of Worship)	12/31/2018 \$9,600,000 \$413	Similar	Mission Dolores	8,245	1931	23,270 5%	Average	5%	\$433
3	240 Page 0839 032 (Specialty Property - House of Worship)	5/6/2019 \$2,780,000 \$506	Similar	Hayes Valley	3,920	1909	5,495 -15%	Average	-15%	\$430
4	1155 Mission 3727 102 (Office)	1/31/2018 \$9,500,000 \$606	Similar	Inner Mission -10%	4,792	1914	15,678	Good -15%	-25%	\$454
5	165 Page 0853 015 (Office)	5/7/2019 \$4,400,000 \$800.00	Similar	Hayes Valley	5,663	1984 -10%	5,500 -15%	Average	-25%	\$600

RANGE OF VALUES	\$337	to	\$600
	Average		\$451
	Median		\$433
Reconcile to the low end of the range of \$/sf			
			\$400
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





# SAN FRANCISCO PLANNING DEPARTMENT

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## PRE-APPROVAL INSPECTION REPORT

*Report Date:* May 21, 2019  
*Inspection Date:* May 14, 2017; 11:00a.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

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

## 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**

- |   |                             |  |
|---|-----------------------------|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: See below   |
| <input type="checkbox"/> Yes            | <input type="checkbox"/> 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: <b>N/A</b> |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> 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



**RECEIVED**

APR 22 2019

CITY & COUNTY OF S.F.  
PLANNING DEPARTMENT  
RECEPTION DESK**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.

- |  |   |
|--|---|
| <b>1 Mills Act Application</b><br>Has each property owner signed?<br>Has each signature been notarized?  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>2 High Property Value Exemption Form &amp; Historic Structure Report</b><br>Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000.<br>Have you included a copy of the Historic Structures Report completed by a qualified consultant?  | YES <input type="checkbox"/> NO <input type="checkbox"/><br><br>N/A <input checked="" type="checkbox"/> |
| <b>3 Draft Mills Act Historical Property Contract</b><br>Are you using the Planning Department's standard "Historical Property Contract?"<br>Have all owners signed and dated the contract?<br>Have all signatures been notarized?   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>4 Notary Acknowledgement Form</b><br>Is the Acknowledgement Form complete?<br>Do the signatures match the names and capacities of signers?  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>5 Draft Rehabilitation/Restoration/Maintenance Plan</b><br>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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>6 Photographic Documentation</b><br>Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>7 Site Plan</b><br>Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>8 Tax Bill</b><br>Did you include a copy of your most recent tax bill?  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>9 Rental Income Information</b><br>Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>10 Payment</b><br>Did you include a check payable to the San Francisco Planning Department?<br>Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications.   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| <b>11 Recordation Requirements</b><br>A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be <u>accompanied</u> by the following in order to meet recording requirements:<br>- All approvals, signatures, recordation attachments<br>- 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.<br>- 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). | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |



# APPLICATION FOR Mills Act Historical Property Contract

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

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

PROPERTY OWNER 1 NAME: <i>Swedish Society of San Francisco</i>	TELEPHONE: <i>415 407-0094</i>
PROPERTY OWNER 1 ADDRESS: <i>2168 Market St., San Francisco, CA 94114</i>	EMAIL: <i>olssonsted@gmail.com</i>
PROPERTY OWNER 2 NAME: _____	TELEPHONE: ( ) _____
PROPERTY OWNER 2 ADDRESS: _____	EMAIL: _____
PROPERTY OWNER 3 NAME: _____	TELEPHONE: ( ) _____
PROPERTY OWNER 3 ADDRESS: _____	EMAIL: _____

## 2. Subject Property Information

PROPERTY ADDRESS: <i>2168 Market Street, San Francisco, CA</i>	ZIP CODE: <i>94114</i>
PROPERTY PURCHASE DATE: <i>1906</i>	ASSESSOR BLOCK/LOT(S): <i>3542/062</i>
MOST RECENT ASSESSED VALUE: <i>8670,804</i>	ZONING DISTRICT: <i>NCT-Upper Market St.</i>

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? *→ 1,395 s.f.* 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. *415,898 s.f.*

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: *Sted Olsson, Pres., SSSF*

Date: *4/22/2019*

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:
<i>Swedish Society of San Francisco</i>
MOST RECENT ASSESSED PROPERTY VALUE:
<i>\$670,804</i>
PROPERTY ADDRESS:
<i>2168 Market Street, San Francisco, CA 94114</i>

### 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: *Ced Olsson, Pres., SSSF*

Date: *4/22/2019*

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

YES ☒ NO ☐

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

YES ☒ NO ☐

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

YES ☒ NO ☐

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

YES ☒ NO ☐

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

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

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

BUILDING FEATURE:

2019 or 2020



## 6. Draft Mills Act Historical Property Agreement

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

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

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

California Mills Act Historical Property Agreement

Swedish American Hall  
PROPERTY NAME (IF ANY)

2168 Market Street, S.F.  
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 of San Francisco ("Owner/s").

RECITALS

Owners are the owners of the property located at 2168 Market Street, in San Francisco, California  
35421062. The building located at 2168 Market Street

BLOCK NUMBER

LOT NUMBER

#267

PROPERTY ADDRESS

is designated as City Landmark pursuant to Article 10 (e.g. "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 & four thousand (\$ 304,000). See Rehabilitation Plan, Exhibit A.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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

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

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



## 1. Application of Mills Act.

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

## 2. Rehabilitation of the Historic Property.

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

## 3. Maintenance.

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

## 4. Damage.

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

## 5. Insurance.

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



## 6. Inspections.

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

## 7. Term.

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

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

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

## 11. Payment of Fees.

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

## 12. Default.

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

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



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

### 13. Cancellation.

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

### 14. Cancellation Fee.

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

### 15. Enforcement of Agreement.

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

### 16. Indemnification.

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

### 17. Eminent Domain.

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

### 18. Binding on Successors and Assigns.

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



19. Legal Fees.

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

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

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

*Ted Olsson*

\_\_\_\_\_  
Signature

*4/22/19*  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Ted Olsson, Pres., SSSF*

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

\_\_\_\_\_  
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.

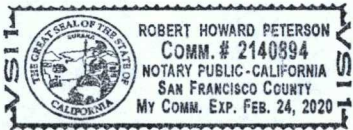
State of California

County of San Francisco } SS.

On 4/22/2019, before me, ROBERT HOWARD PETERSON, Notary Public,  
DATE

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.

PLACE NOTARY SEAL IN ABOVE SPACE

NOTARY'S SIGNATURE

## OPTIONAL INFORMATION

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 President SSF  
☐ PARTNER(S) TITLE(S)  
☐ ATTORNEY-IN-FACT  
☐ GUARDIAN/CONSERVATOR  
☐ SUBSCRIBING WITNESS  
☐ OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

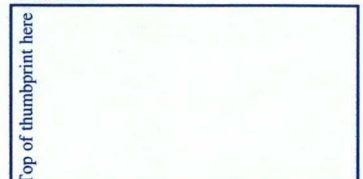
Mills Act Application  
TITLE OR TYPE OF DOCUMENT  
14, including this page-supplement  
NUMBER OF PAGES  
4/22/2019  
DATE OF DOCUMENT

### SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
Swedish Society of  
San Francisco

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER





**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).<sup>1</sup> 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.

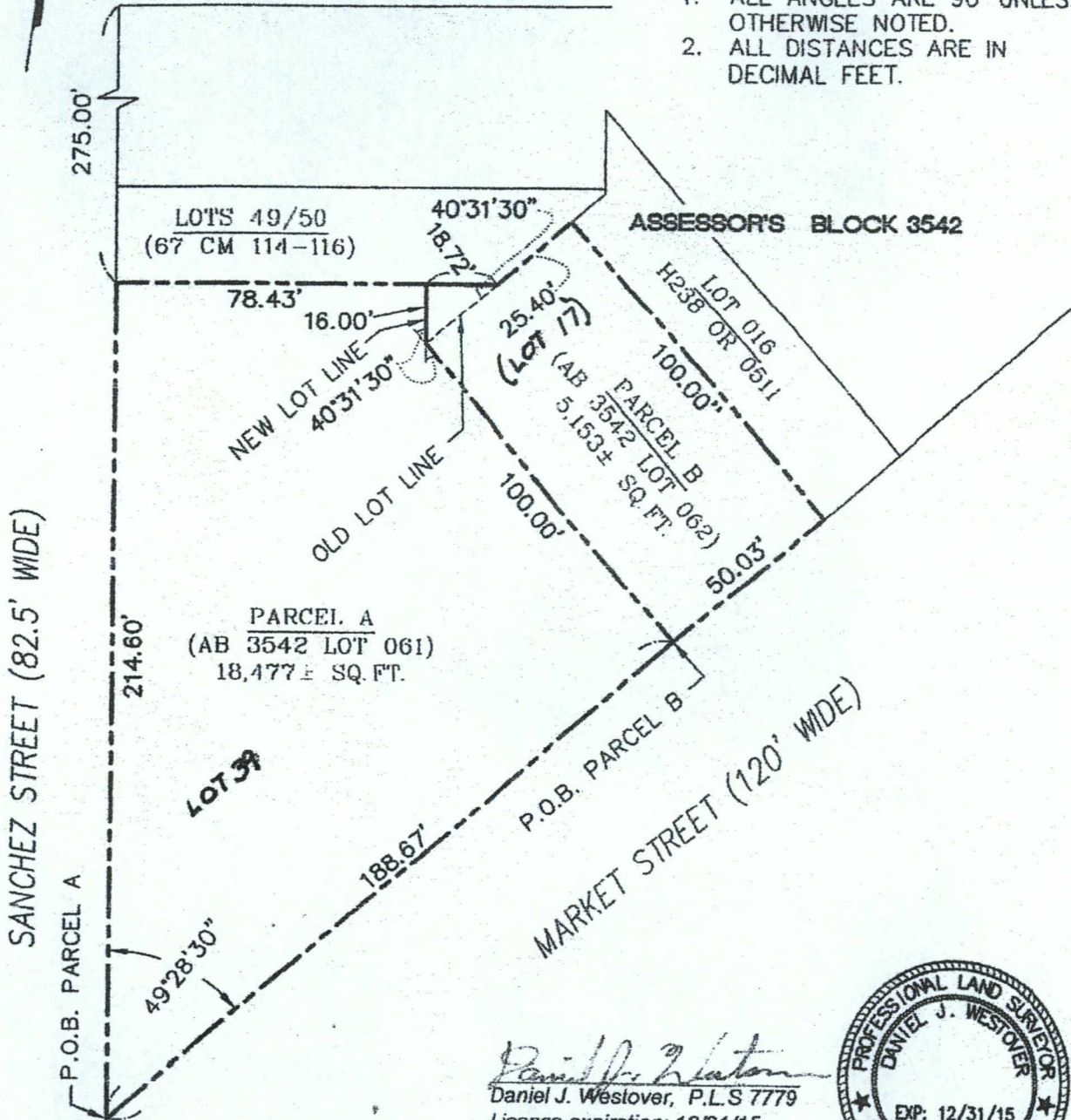
### GRAPHIC SCALE

1 INCH = 40 FEET

14TH STREET (64' WIDE)

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE IN DECIMAL FEET.



Daniel J. Westover, P.L.S 7779  
License expiration: 12/31/15

DATE: 9/5/14



PLAT TO ACCOMPANY  
LEGAL DESCRIPTION

ASSESSOR'S BLOCK 3542  
LOTS 17 AND 39  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

PREPARED BY:  
WESTOVER SURVEYING, INC.  
336 CLAREMONT BLVD., STE 2  
SAN FRANCISCO, CA 94127  
(415) 242-5400





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

1 Dr. Carlton B. Goodlett Place  
 City Hall, Room 140  
 San Francisco, CA 94102  
[www.sftreasurer.org](http://www.sftreasurer.org)

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

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
23	3542	062	116732	October 12, 2018	2168 MARKET ST

Assessed on January 1, 2018 at 12:01am

To: NAME PRIVATE PER CA AB 2238

**ADDRESS INFORMATION  
 NOT AVAILABLE ONLINE**

Assessed Value		
Description	Full Value	Tax Amount
Land	112,209	1,304.99
Structure	558,595	6,496.45
Fixtures		
Personal Property		
Gross Taxable Value	670,804	7,801.45
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>670,804</b>	<b>\$7,801.45</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
45	LWEA2018TAX	(415) 355-2203	298.00
46	SF BAY RS PARCEL TAX	(510) 286-7193	12.00
63	UPPER MARKET/CASTRO	(415) 500-1181	1,839.30
89	SFUSD FACILITY DIST	(415) 355-2203	37.52
91	SFCCD PARCEL TAX	(415) 487-2400	99.00
98	SF - TEACHER SUPPORT	(415) 355-2203	251.96
<b>Total Direct Charges and Special Assessments</b>			<b>\$2,537.78</b>

<b>► TOTAL DUE</b>		<b>\$10,339.22</b>
1st Installment	2nd Installment	
\$5,169.61	\$5,169.61	
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

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
23	3542	062	116732	October 12, 2018	2168 MARKET ST

- ☐ Check if contribution to Arts Fund is enclosed.  
 For other donation opportunities go to [www.Give2SF.org](http://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

**2nd Installment Due**  
**\$5,169.61**

If paid or postmarked after **APRIL 10, 2019**  
 the amount due (includes delinquent penalty of 10% and  
 other applicable fees) is: **\$5,731.57**

2335420006200 116732 000000000 000000000 0000 2003



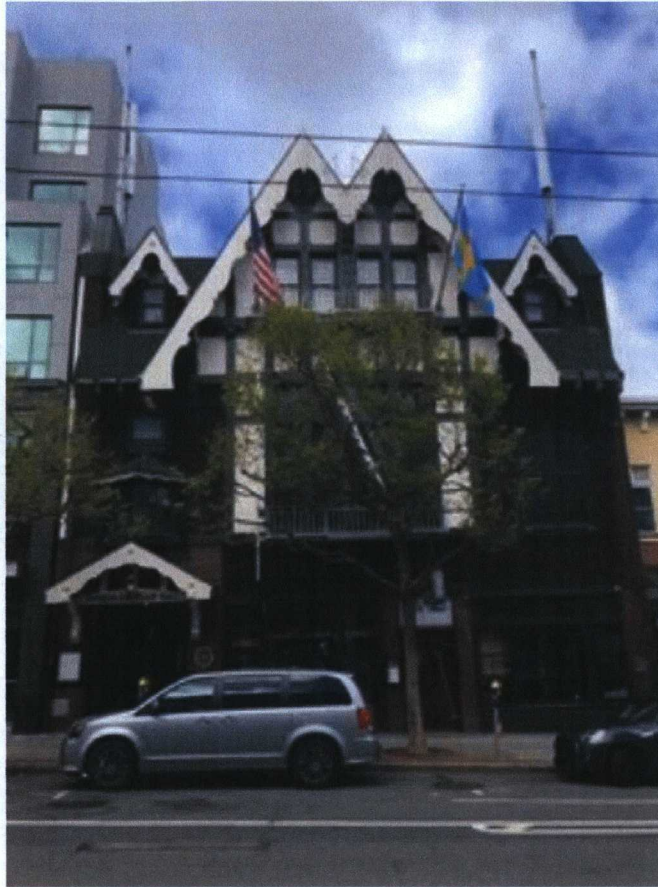
City & County of San Francisco  
 Property Tax Bill (Secured)  
 For Fiscal Year July 1, 2018 through June 30, 2019

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

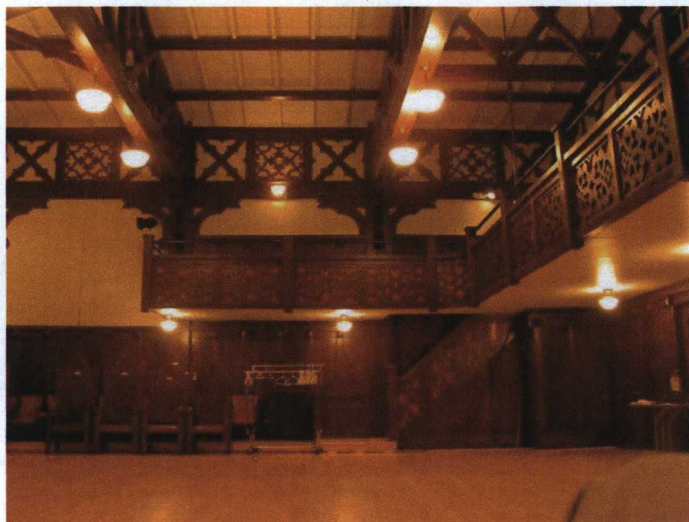


Rental Income Information	
<i>Amounts listed are calendar year 2018 actual, considered typical.</i>	
<i>Mortgage debt service (substantial) is excluded.</i>	
<u>Item</u>	<u>Amount</u>
Income	
Lease	\$ 317,372
Rental	\$ 6,775
Other income	\$ 1,480
Expenses	
Advertising	\$ 180
Cleaning & Maintenance	\$ 999
Events Expense	\$ 6,996
Fees	\$ 555
Insurance	\$ 22,504
Professional Services	\$ 4,780
Repairs	\$ 1,256
Supplies	\$ 2,603
Other	\$ 825
Taxes	
Federal	\$ 16,500
Property	\$ 10,108
State	\$ 7,000

**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**

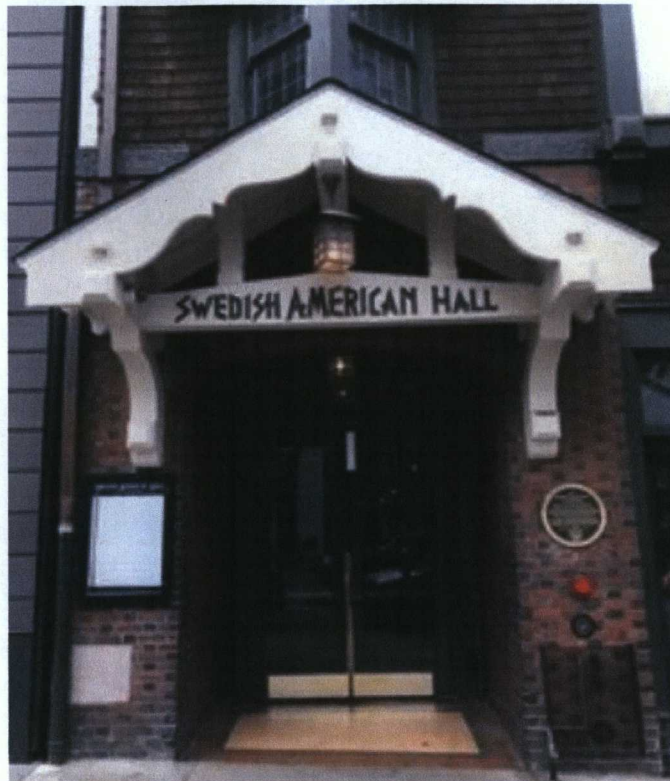


Freja Hall showing stage.

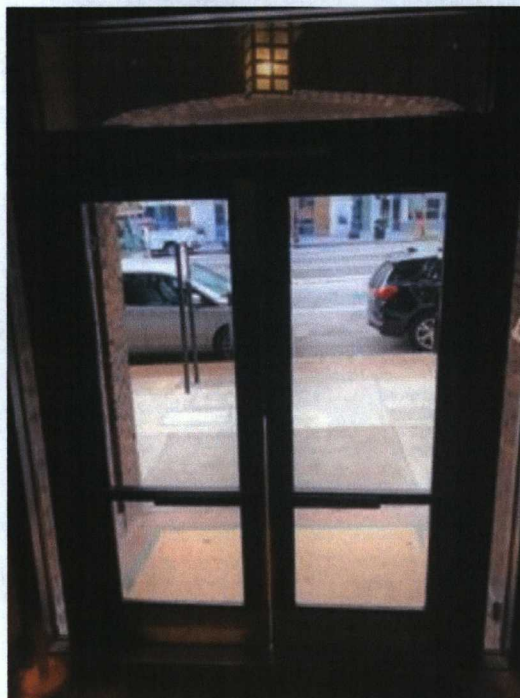


Odin Room

**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**

Scope: #1	Building Feature: Front Door Replacement		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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.			

Scope: # 5		Building Feature: Window	
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020			
Total Cost: \$ 1,500			
<p>Description of Work: Replace broken leaded glass pane on 2<sup>nd</sup> 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.</p>			

**Exhibit B: Maintenance Plan for 2168 Market Street**

Scope: # 1		Building Feature: Roof	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
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.			

97-1953



BACH CONSTRUCTION, INC.  
p.o. box 1729, burlingame, california 94011

September 20, 2019

Mr. Fred Bianucci  
Swedish Society of San Francisco  
2174 Market Street  
San Francisco, CA 94114

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
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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
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Scope 3. Fire escape and rear "grate". Repair per Escape Artist report recommendations. Escape Artist to perform work.

ROM estimate	\$	8,000
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Scope 4. Wainscot in public areas. Yearly budget for touch-ups and repairs. Scope to be decided yearly.

ROM estimate	\$	10,000
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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
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Scope 6. Thermo scan 1200 amp main electrical switch gear panel.

ROM estimate	\$	3,000
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Scope 7. Balder Room truss upgrade.

ROM estimate	\$	250,000
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Scope 8. Archives Room patch and paint on west wall and ceiling on north side.

ROM estimate	\$	5,000
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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.



97-1953



BACH CONSTRUCTION, INC.  
p.o. box 1729, burlingame, california 94011

ROM estimate \$ 2,500

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,

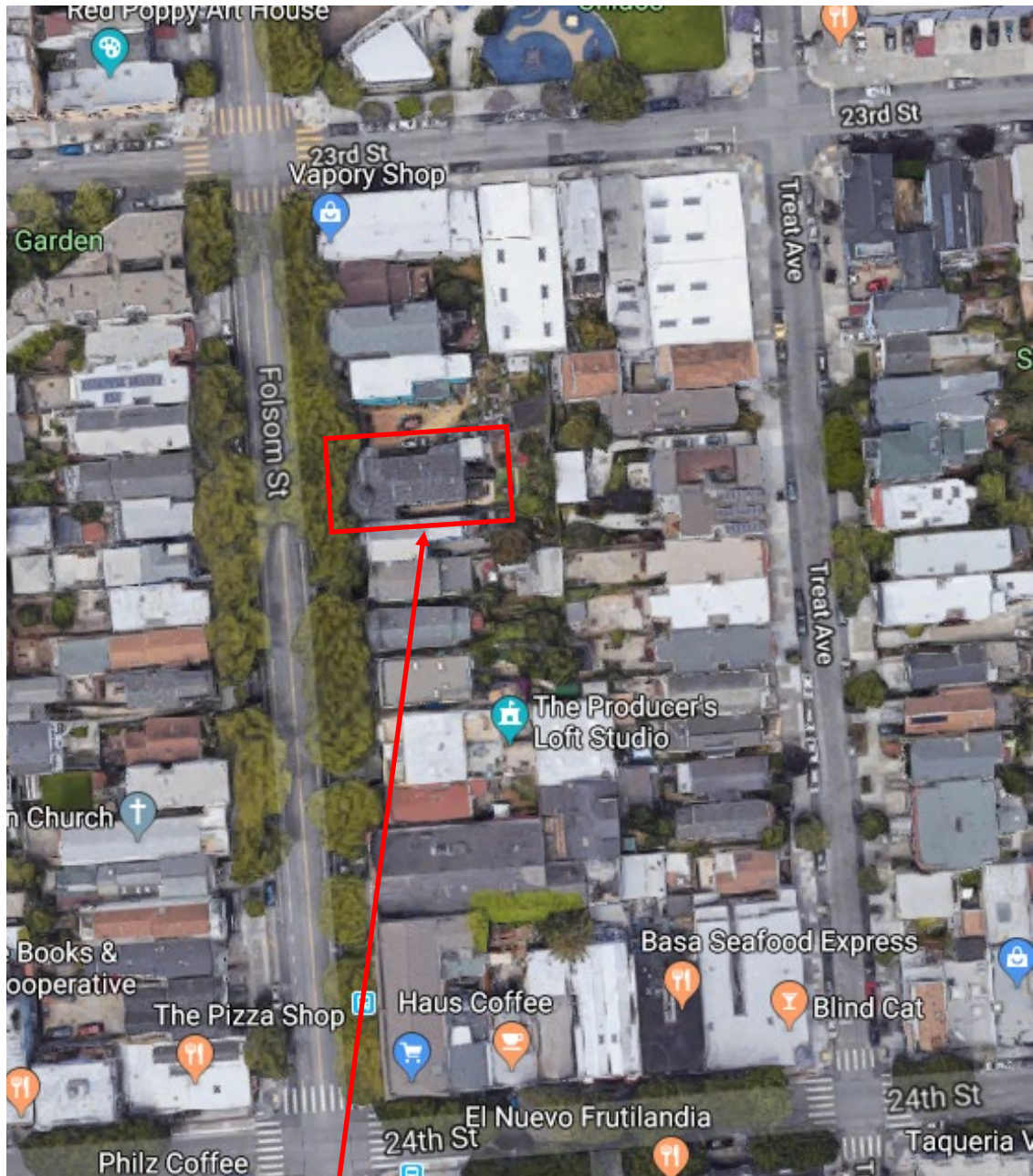
Hans Bach  
for Bach Construction, Inc.

<i>Case No.:</i>	2019-006455MLS
<i>Project Address:</i>	<b>2731-2735 Folsom Street</b> (District 9)
<i>Landmark District:</i>	Article 10 Landmark No. 276: The Gaughran House
<i>Zoning:</i>	RH-2 (Residential – House, Two Family)
<i>Height and Bulk:</i>	40-X
<i>Block/Lot:</i>	3640/031
<i>Applicant:</i>	Adele Feng 2733 Folsom Street San Francisco, CA 94110

SITE PHOTO



## AERIAL PHOTO



**SUBJECT PROPERTY**





# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. XXX HEARING DATE OCTOBER 2, 2019

*Case No.:* 2019-006455MLS  
*Project Address:* **2731-2733-2735 Folsom Street** (District 9)  
*Eligibility:* Article 10 Landmark No. 276: Gaughran House  
*Zoning:* RH-2 (Residential House, Two-Family)  
*Height and Bulk:* 40-X  
*Block/Lot:* 3640-031  
*Staff Contact:* Michelle Taylor – (415) 575-9197  
Michelle.Taylor@sfgov.org  
*Reviewed By:* Elizabeth Gordon-Jonckheer – (415) 575-8728  
Elizabeth.Gordon-Jonckheer@sfgov.org

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

### **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

Recording Requested by, and  
when recorded, send notice to:  
Michelle Taylor  
1650 Mission Street, Suite 400  
San Francisco, CA 94103-2414

## **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 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: \_\_\_\_\_  
Carmen Chu, Assessor-Recorder

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
John Rahaim, Director of Planning

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_  
Andrea Ruiz-Esquide, Deputy City Attorney

DATE: \_\_\_\_\_

OWNERS

By: \_\_\_\_\_  
Adele Feng, Owner

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Timothy Wen Haw Yen, Owner

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Brent Goldman, Owner

DATE: \_\_\_\_\_

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**

<b>Scope: # 1</b>				
<b>Building Feature: Folsom Street Façade – Wood Repair</b>				
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 (Coordinated scaffold/access with Scope 2)				
Total Cost: \$15,587.50				
<p>Description of work:</p> <p>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.</p> <p>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.</p>				

<b>Scope: # 2</b>				
<b>Building Feature: Windows at Secondary Façades</b>				
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020				
Total Cost: \$19,314.00				
<p>Description of work:</p> <p>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.</p> <p>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.</p>				

Scope: # 3			
Building Feature: Wood Windows at Folsom Street			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2025 (Coordinated scaffold/access with Scopes 4, 5, 6, & 15)			
Total Cost: \$53,940.00 - \$84,825.00			
<p>Description of work:</p> <p>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.</p> <p>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.</p>			

Scope: # 4			
Building Feature: North Façade - Site			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2025			
Total Cost: \$6,119.00			
<p>Description of work:</p> <p>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</p>			

Scope: # 5			
Building Feature: Folsom Street Façade - Painting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2025 and every 10 years thereafter as needed			
Total Cost: \$45,211.00			
<p>Description of work:</p> <p>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.</p>			

Scope: # 6			
Building Feature: Secondary Exterior Facades - Painting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
Proposed	<input checked="" type="checkbox"/>		
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			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
Proposed	<input checked="" type="checkbox"/>		
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			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
Proposed	<input checked="" type="checkbox"/>		
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 and annually thereafter			
Total Cost: \$1,305.00			
<p>Description of work:</p> <p>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.</p> <p>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.</p>			

Scope: # 10			
Building Feature: Wood Windows at Folsom Street – Visual Inspection			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 and annually thereafter			
Total Cost: \$870.00			
<p>Description of work:</p> <p>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.</p> <p>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.</p>			

Scope: # 11			
Building Feature: Windows at Secondary Facades - Inspection			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 and annually thereafter			
Total Cost: \$1,305.00			
<p>Description of work:</p> <p>Inspect glazing seals, sealants, and clean weeps. Lubricate operating hardware as recommended by manufacturer.</p> <p>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.</p>			

Scope: # 12			
Building Feature: Gutters, Drains, and Downspouts - Roof			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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.			

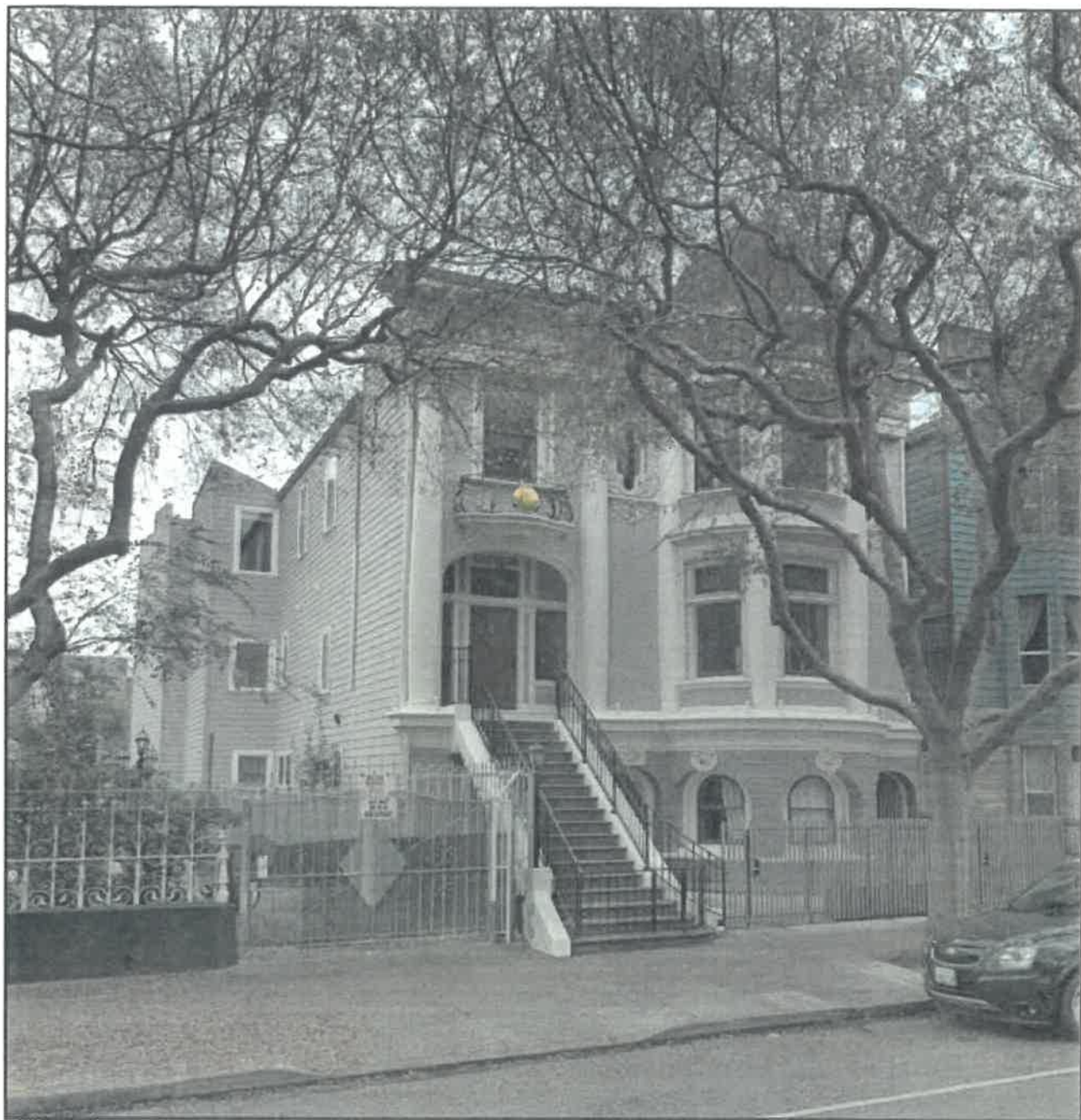
Scope: # 14			
Building Feature: Flashing - Roof			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 and annually thereafter			
Total Cost: \$435.00			
Description of work: Inspect flashing for 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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
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 and County of San Francisco**  
**Mills Act Valuation**



**2731-2735 Folsom St**

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

<b>APN:</b>	3640 031	<b>Lien Date:</b>	7/1/2019
<b>Address:</b>	2731-2735 Folsom St	<b>Application Date:</b>	5/1/2019
<b>SF Landmark No.:</b>	276	<b>Application Term:</b>	12 months
<b>Applicant's Name:</b>	Adele Feng; Timothy Yen; Brent Goldman; 2735 Folsom St LLC		
<b>Agt./Tax Rep./Atty:</b>	0.00	<b>Last Sale Date:</b>	3/26/2018
<b>Fee Appraisal Provided:</b>	No	<b>Last Sale Price:</b>	\$6,050,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$4,319,698	Land	\$1,871,400	Land	\$4,550,000
Imps.	\$1,851,299	Imps.	\$1,247,600	Imps.	\$1,950,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$6,170,997</b>	<b>Total</b>	<b>\$3,119,000</b>	<b>Total</b>	<b>\$ 6,500,000</b>

**Property Description**

<b>Property Type:</b>	Multi-Unit / Flats	<b>Year Built:</b>	1900/2014	<b>Neighborhood:</b>	Inner Mission 9c
<b>Type of Use:</b>	Residential	<b>(Total) Rentable Area:</b>	5200	<b>Land Area:</b>	4974 square feet
<b>Owner-Occupied:</b>	Yes - 2 out of 3	<b>Stories:</b>	3	<b>Zoning:</b>	RH-2
<b>Unit Types:</b>	Full floor flats	<b>Parking Spaces:</b>	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**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$ 2,056,999	\$ 1,187	\$ 6,170,997
Income Approach - Direct Capitalization	\$ 1,039,667	\$ 600	\$ 3,119,000
Sales Comparison Approach*	\$ 2,166,667	\$ 1,250	\$ 6,500,000
<b>Recommended Value Estimate</b>	<b>\$ 1,039,667</b>	<b>\$ 600</b>	<b>\$ 3,119,000</b>

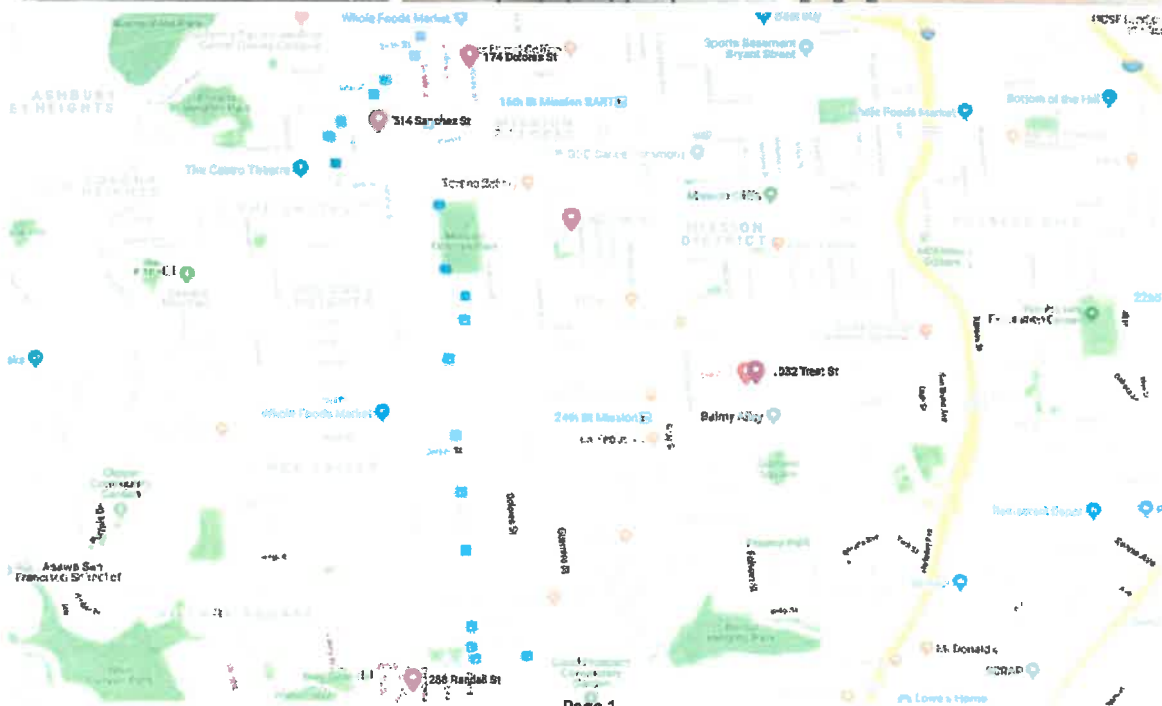
<b>Appraiser:</b> Laurie Shulock	<b>Principal Appraiser:</b> Concepcion Vindell	<b>Hearing Date:</b>
----------------------------------	--	----------------------



SUBJECT PHOTOGRAPHS AND LOCATOR MAP

Address: 2731-2735 Folsom St

APN: 3640 031



## INCOME APPROACH

**Address:** 2731-2735 Folsom St  
**Lien Date:** 7/1/2019

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$31,000	x	12	\$372,000
Less: Vacancy & Collection Loss			3%	<u>(\$11,160)</u>
Effective Gross Income				\$360,840
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	<u>(\$54,126)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$306,714</b>

### 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	0.0167	0.5000%	
Improvements constitute % of total property value		30%		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

	<u>Rent</u>	<u>%</u>	<u>Pre-Set Risk Rates</u>	<u>Weighted Risk Rate</u>
Owner-Occupied Monthly Income	\$22,000	71.0%	4.00%	0.028387097
Leased Monthly Income	\$9,000	29.0%	2.00%	0.005806452
	\$31,000			0.034193548

## Rent Comparables

**Address:** 2731-2735 Folsom St  
**Lien Date:** 7/1/2019

**Rental Comp #1**



**Listing Agent:**  
**Address:**  
**Cross Streets:**  
**SF:**  
**Layout:**  
**Monthly Rent**  
**Rent/Foot/Mo**  
**Annual Rent/Foot:**

**Bill Harkins Brokerage**  
**30 Abbey St #A**  
**17th St**  
**1,600**  
**6br, 2ba, no parking**  
**\$9,900**  
**\$6.19**  
**\$74.25**

**Rental Comp #2**



**Elevation Real Estate, Eddie O'Sullivan**  
**404 Jersey St**  
**Castro St**  
**1,600**  
**3br, 2 ba, no parking**  
**\$7,795**  
**\$4.33**  
**\$51.97**

**Rental Comp #3**



**Paragon Real Estate Group, Oggi Kashi**  
**823 Lake St**  
**9th Ave**  
**2,220**  
**3br, 3.5ba, 1 car parking**  
**\$10,000**  
**\$4.50**  
**\$54.05**

**Rental Comp #4**



**GPK Luxury Real Estate, Bryant Kowalczyk**  
**2519 Chestnut St**  
**Broderick**  
**2,085**  
**3br, 3ba, 2 car parking**  
**\$12,000**  
**\$5.76**  
**\$69.06**

**Rental Comp #5**



**Listing Agent:**  
**Address:**  
**Cross Streets:**  
**SF:**  
**Layout:**  
**Monthly Rent**  
**Rent/Foot/Mo**  
**Annual Rent/Foot:**

**Bill Harkins Brokerage**  
**876 Hampshire St**  
**21st St**  
**1,600**  
**4br, 1ba, no parking, furnished**  
**\$7,650**  
**\$5.23**  
**\$62.80**

**Rental Comp #6**



**Bill Harkins Brokerage**  
**54 San Jose Ave**  
**23rd St**  
**2,400**  
**6br, 4ba, 1 car parking**  
**\$14,500**  
**\$6.04**  
**\$72.50**



**Sotheby's, Grant Edward Beggs**  
**3324 Scott St**  
**Chestnut St**  
**1,550**  
**3br, 2ba, 1 car parking**  
**\$8,000**  
**\$5.16**  
**\$61.94**



**Bill Harkins Brokerage**  
**2414 Fulton St**  
**Willard St N**  
**1,650**  
**5br, 2.25ba, no parking**  
**\$7,200**  
**\$4.36**  
**\$52.36**



## 2735 Folsom rental



[All](#)
[Maps](#)
[Videos](#)
[Shopping](#)
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[More](#)
[Settings](#)
[Tools](#)

About 42,100 results (0.51 seconds)

### 2735 Folsom St, San Francisco, CA 94110 | Zillow

[https://www.zillow.com/homedetails/2735-Folsom-St-San-Francisco-CA-94110/2103712382\\_zpid/](https://www.zillow.com/homedetails/2735-Folsom-St-San-Francisco-CA-94110/2103712382_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 In ...

<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 \$1000 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 \$1150 per month.

## Search Results

58 listings found

Apartment Lease (25)

Criteria

Property Types: Apartment Lease, Single-Family Lease Districts: SF District 5, SF District 6, SF District 9, SF District 1, SF District 7 Status: Closed (7/2/2018 or after) Bedrooms: 3.00 or more Structure: 1500 or more (also includes 0 values)

Drop a column header here to group by:

Listing #	Type	Status	Status Date	Lease \$	DOM	Address	City	Subdist	BD	BA	Sq Ft
478459	Closed	01/04/19	\$3,900/mo	21	381 31st Ave	San Francisco	1 - Central Richmond	3	1.50	1671	
482257	Closed	04/03/19	\$3,995/mo	23	383 31st Ave #Top	San Francisco	1 - Central Richmond	3	2	1671	
473940	Closed	08/15/18	\$4,900/mo	12	209 4th Ave	San Francisco	1 - Inner Richmond	3	1.50	1500	
478381	Closed	03/10/19	\$4,800/mo	86	208 4th Ave	San Francisco	1 - Inner Richmond	4	1.50	1500	
473261	Closed	07/23/18	\$7,300/mo	4	178 Parker Ave	San Francisco	1 - Jordan Park/Laurel H	4	3	1900	
474442	Closed	09/24/18	\$10,000/mo	40	823 Lake St	San Francisco	1 - Lake Street	3	3.80	2220	
473942	Closed	09/23/18	\$6,800/mo	9	2360 Fulton St	San Francisco	1 - Lone Mountain	5	1	1571	
474923	Closed	08/18/18	\$8,200/mo	5	2412 Fulton St	San Francisco	1 - Lone Mountain	6	3	2270	
474924	Closed	08/21/18	\$7,200/mo	9	2414 Fulton St	San Francisco	1 - Lone Mountain	5	2.25	1650	
474925	Closed	08/09/18	\$6,000/mo	4	2416 Fulton St	San Francisco	1 - Lone Mountain	4	2	1500	
486911	Closed	06/07/19	\$6,350/mo	6	2334 Fulton St	San Francisco	1 - Lone Mountain	4	2.50	1600	
480435	Closed	02/28/19	\$5,500/mo	31	873 46th Ave	San Francisco	1 - Outer Richmond	4	3	1800	
479501	Closed	02/01/19	\$8,700/mo	39	229 Noe	San Francisco	5 - Duboce Triangle	4	1.50		
473941	Closed	08/22/18	\$6,725/mo	6	1880 Page St #5	San Francisco	5 - Haight Ashbury	4	2.25	1500	
485024	Closed	05/20/19	\$9,800/mo	9	1655 Oak St #top	San Francisco	5 - Haight Ashbury	6	3	2100	
474936	Closed	09/18/18	\$9,900/mo	29	30 Abbey St #A	San Francisco	5 - Mission Dolores	6	2	1600	
473585	Closed	09/01/18	\$7,795/mo	32	404 Jersey St	San Francisco	5 - Noe Valley	3	2	1800	
482650	Closed	03/31/19	\$14,500/mo	3	64 San Jose Ave	San Francisco	5 - Noe Valley	8	4	2400	
473487	Closed	10/05/18	\$8,000/mo	41	717 Corbett Ave	San Francisco	5 - Twin Peaks	3	3	2156	
482715	Closed	03/26/19	\$5,200/mo	3	1405 McAllister St	San Francisco	6 - Alamo Square	3	2	1500	
482709	Closed	04/22/19	\$6,250/mo	24	625 Fillmore St #A	San Francisco	6 - Alamo Square	3	2.50		
483046	Closed	05/23/19	\$5,499/mo	52	805 Page St	San Francisco	6 - Hayes Valley	3	1	1500	
475150	Closed	09/25/18	\$8,000/mo	23	3324 Scott St	San Francisco	7 - Marina	3	2	1550	
479584	Closed	05/18/19	\$12,000/mo	73	2519 Chestnut St	San Francisco	7 - Marina	3	3	2085	
480768	Closed	02/24/19	\$5,700/mo	23	1945 Lombard St	San Francisco	7 - Marina	3	1.50		
484260	Closed	05/30/19	\$5,500/mo	29	1948 Lombard St #1948	San Francisco	7 - Marina	3	2		
473050	Closed	07/27/18	\$5,800/mo	17	752 South Van Ness Ave	San Francisco	9 - Inner Mission	3	1.50	1735	
474727	Closed	09/05/18	\$6,696/mo	10	2125 Bryant St #315	San Francisco	9 - Inner Mission	3	3	1671	
484208	Closed	05/28/19	\$7,850/mo	17	876 Hampshire St	San Francisco	9 - Inner Mission	4	1	1500	

# 2735 Folsom St

2735 Folsom St, San Francisco, CA 94110 – Mission



No Availability

Avoid Scams

Houses California / San Francisco 2735 Folsom St

2 Weeks Ago



There are no available units.

Alert Me When Units Are Available

Beds	Baths	# of Units	Average SF
4 Beds	3 Baths	1	1,600 SF

These similar rentals nearby have available units.



Below are rent ranges for similar nearby apartments.

Beds	Average Size	Lowest	Typical	Premium
1-2 Beds	547 Sq Ft	\$2,295	\$3,81	\$7,414
2-3 Beds	713 Sq Ft	\$1,795	\$4,17	\$5,619
3-4 Beds	1,024 Sq Ft	\$3,600	\$5,374	\$14,150
5+ Beds	1,360-1,385 Sq Ft	\$4,200	\$7,651	\$13,557
4-5 Beds	200 Sq Ft	\$5,500	—	—

## 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](mailto: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;> San Francisco General Hospital Foundation

&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;> Walgreens

&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;> Potrero del Sol - Outdoor space including a skate park, playground & lawn for ball games & picnics

&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;> Garfield Square - 3.5-acre neighborhood hub with athletic courts, a swimming pool & picnic grounds, plus public art.

#### PLEASE NOTE:

- Pets OK
- NO Smoking











← See nearby apartments

Create an alert for 4 Bedrooms apartments like this

🔥 Create alert

OFF MARKET

## 2735 Folsom St

San Francisco Mission Apartments for Rent



**\$10,500**  
1340 TAYLOR Apartments & Suites  
4 Bedrooms · 3 Bathrooms



**\$9,990**  
Cabrillo 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 · 3 Bathrooms



**\$12,500**  
Divisadero Street & Duboce Street  
4 Bedrooms · 3 Bathrooms

See apartments in Mission

See apartments in San Francisco



Off market

Since Jul 21, 2017

Bummer! 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 sqft



No pets



5+ Days Ago



**\$10.5K** 4 Beds

Available September 1st

**\$10.5K 4 Beds**

1140 Taylor St

Nob Hill

2735 Folsom Street is a striking 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 oasis in the center of it all.

With a spacious 1,800 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 1,800 square foot open floor plan (per owner)
- Large living room and dining room
- Gourmet kitchen with custom cabinetry, silestone 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

Rail Lines

2

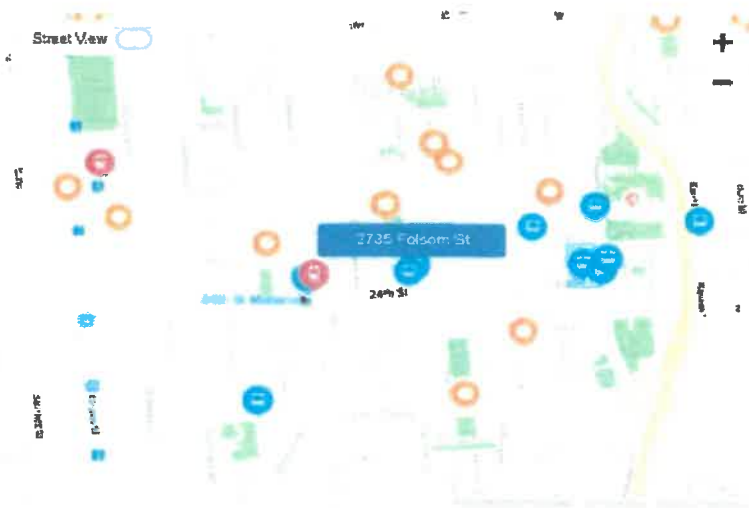
Bus Lines

13

Schools

58

Walk Score®  
Walker's Paradise



## Similar Nearby Apartments for Rent

See more [San Francisco apartments](#)



**\$10.5K** 4 Beds  
1340 Taylor St  
Midtown



**\$9,990** 4 Beds · 2 baths  
Cabrillo St & 24th Ave  
Central Richmond



**\$10K** 4 Beds · 2 baths  
Pierce St & Sutter St  
Lower Pacific Heights



**\$12K** 4 Beds · 3 baths  
60 Gold Mine Dr  
North Valley



**\$12.5K** 4 Beds · 3 baths  
Divisadero Street & Duboce  
Street  
Green Vista/Alhambra



**\$11.5K** 4 Beds · 2 baths  
Sacramento Street & Lyon  
Street  
Pacific Heights



**\$9,995** 4 Beds · 3 baths  
284 Malibu Way  
Marina



**\$11.9K** 4 Beds · 3 baths  
1025 Rowdham Ave  
Central Heights



This pad is no longer available.  
[Explore listings in the same area](#)

**\$10,000**

No longer available

4 beds
 3.5 baths
 1,800 sqft

PO 2735 Folsom Street

San Francisco, CA 94103

**2735 Folsom Street highlights**

Updated 2 years ago

### About 2735 Folsom Street

2735 Folsom Street is a striking remodel of a classic unit in a three-unit building in one of the most desirable neighborhoods of San Francisco, the Inner Mission. The fully furnished 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 oasis in the center of it all.

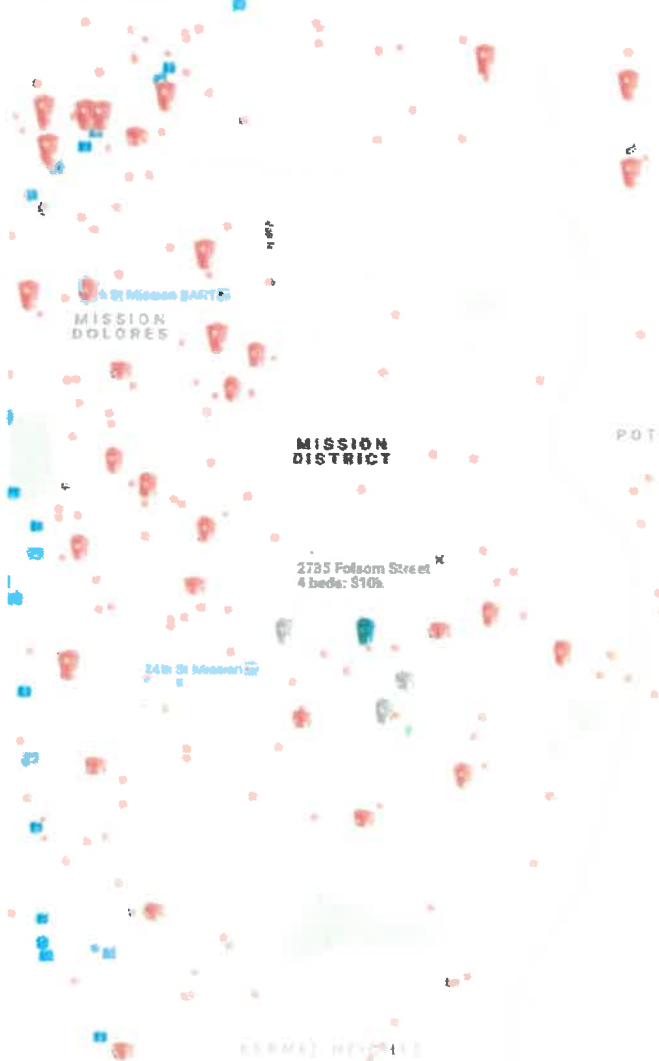
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Located at Folsom and 23rd Street, this one-of-a-kind condo in the Mission District is around the corner from great restaurants like Flour and Water, Blowfish Sushi, Atlas Cafe, and Local Mission Eatery. The original Philz Coffee, Local Mission Market, Silverelli Juice, and new city park/playground are steps away. Conveniences such as the Paterno 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 it and experience one of San Francisco's most diverse neighborhoods!



Viewing 1 of 204

## HAYES VALLEY



Get

- 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,ilestone counters, Bertazzoni 8-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
- Mat channel and Green Glue technology soundproofing between each floor
- Street parking
- 3-year lease term

### Pricing comparison

\$4,186

At \$10,000, this listing is priced \$4,186 more than the current market rate for a 4 bedroom home in Mission.

Other 4 bedroom homes..

- In Mission go for \$5,814
- In San Francisco go for \$7,519
- In San Francisco go for \$7,519
- In 94110 go for \$12,500

### Nearby schools

#### University

University Of San Francisco  
College

University Of San Francisco  
College

City College Of San Francisco  
College



2735 Folsom Street  
23 photos



**2735 Folsom Street**  
 23 photos

# Sales Comparison Approach - TIC

**APN:** 3640 031  
**Address:** 2731 Folsom St  
**Value Date:** 7/1/2019

	SUBJECT	COMPARABLE SALE 1		COMPARABLE SALE 2		COMPARABLE SALE 3	
APN	3640 031	3640 077		3584 004		8653 040	
Address	2731 Folsom St	1032 Treat Ave		314 Sanchez St		288 Randall St	
Proximity to Subj.		.1 mi		1.6 mi		1.6 mi	
Sales Price		\$2,007,000		\$2,700,000		\$2,800,000	
Conditions of Sale		None	0%	None	0%	None	0%
Effective/Sale Date	7/1/2019	6/1/2019		8/31/2018		4/30/2019	
Cash Equivalency							
Market Conditions		Stable	0%	Stable	0%	Stable	0%
ADJ. SALES PRICE							
\$ Per GBA		\$1,056		\$1,346		\$1,580	
	DESCRIPTION	DESCRIPTION	+(-) \$ADJ.	DESCRIPTION	+(-) \$ADJ.	DESCRIPTION	+(-) \$ADJ.
Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Neighborhood	Inner Mission	Inner Mission		Eureka Valley/ Dolores Hts	-\$135,000	Glen Park	-\$140,000
Location	Good	Good		Good		Good	
Complex Type	TICs	TICs		TICs		TICs	
Total No. of Units	3	3		2		2	
View	Neighborhood	Neighborhood		Neighborhood		City/Downtown	-\$280,000
Floor	Top	Top		Bottom	\$10,000	Bottom	\$10,000
No. of Levels	1	2		2		3	
Year Blt	1900	1940		1927		1976	
Year Renovated	2014	2016		2018		2019	
Condition	Good	Good		Good		Good	
GLA	1,815	1,800		2,006	-\$55,000	1,772	
Total # of Rooms	6	7		7		6	
Bedrooms	3	3		3		3	
Full/Bath baths	3.0	2.5	\$25,000	3.0	\$0	4	-\$50,000
Parking	0	1	-\$40,000	1	-\$40,000	1	-\$40,000
Amenities	Shared Yard	Private Roof Deck	-\$10,000	Excl Use Yard	-\$5,000	Balcon./Yard	
Adjusted PPSF		\$1,043		\$1,234		\$1,288	
Net Adj. (total)			(25,000)		(225,000)		(500,000)
Total Adj. as %			-1.2%		-8.3%		-18%
ADJ. SALES PRICE			\$1,982,000		\$2,475,000		\$2,300,000

## 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: \$1,982,000 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

**APN:** 3640 031  
**Address:** 2733 Folsom St  
**Value Date:** 7/1/2019

	SUBJECT	COMPARABLE SALE 1		COMPARABLE SALE 2		COMPARABLE SALE 3	
APN	3640 031	3697 070		3640 077		6653 040	
Address	2733 Folsom St	3521 19th St		1032 Treat Ave		288 Randall St	
Proximity to Subj.		.9 mi		.1 mi		1.6 mi	
Sales Price		\$1,818,880		\$2,007,000		\$2,800,000	
Conditions of Sale		None	0%	None	0%	None	0%
Effective/Sale Date	7/1/2019	5/24/2019		5/1/2019		4/30/2019	
Cash Equivalency							
Market Conditions		Stable		Stable		Stable	
ADJ. SALES PRICE							
\$ Per GBA		\$1,236		\$1,056		\$1,580	
	DESCRIPTION	DESCRIPTION	+(-) \$ADJ.	DESCRIPTION	+(-) \$ADJ.	DESCRIPTION	+(-) \$ADJ.
Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Neighborhood	Inner Mission	Mission Dolores		Inner Mission		Glen Park	-\$140,000
Location	Good	Good		Good		Good	
Complex Type	TICs	TICs		TICs		TICs	
Total No. of Units	3	3		3		2	
View	Neighborhood	Neighborhood		Neighborhood		City/Downtown	-\$280,000
Floor	Middle	Top	-\$10,000	Top	-\$10,000	Bottom	
No. of Levels	1	1		2		3	
Year Blt	1900	1907		1940		1976	
Year Renovated	2014	2016/2019		2016		2019	
Condition	Good	Good		Good		Good	
GLA	1,697	1,471	\$147,000	1,900	\$147,000	1,772	
Total # of Room	5	5		7		6	
Bedrooms	3	3		3		3	
Full/Bath baths	2.5	1.5	\$50,000	2.5	\$0	4	-\$75,000
Parking	0	2	-\$80,000	1	-\$40,000	1	-\$40,000
Amenities	Shared Yard	Shared Garden		Private Roof Deck	-\$10,000	Balcony/Yard	
Adjusted PPSF		\$1,309		\$1,102		\$1,278	
Net Adj. (total)			107,000		87,000		(535,000)
Total Adj. as %			5.9%		4.3%		-19%
ADJ. SALES PRICE			\$1,925,880		\$2,094,000		\$2,265,000

## 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: \$1,925,880 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
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# Sales Comparison Approach - TIC

**APN:** 3640 031  
**Address:** 2735 Folsom St  
**Value Date:** 7/1/2019

	SUBJECT	COMPARABLE SALE 1		COMPARABLE SALE 2		COMPARABLE SALE 3	
APN	3640 031	3597 070		3544 013		3640 077	
Address	2735 Folsom St	3521 19th St		174 Dolores St		1032 Treat Ave	
Proximity to Subj.		.9 ml		1.6 ml		.1 ml	
Sales Price		\$1,818,880		\$2,715,000		\$2,007,000	
Conditions of Sale		None	0%	None	0%	None	0%
Effective/Sale Date	7/1/2019	5/24/2019		6/5/2019		5/1/2019	
Cash Equivalency							
Market Conditions		Stable		Stable		Stable	
ADJ. SALES PRICE							
\$ Per GBA		\$1,236		\$1,468		\$1,056	
	DESCRIPTION	DESCRIPTION	+(-) \$ADJ.	DESCRIPTION	+(-) \$ADJ.	DESCRIPTION	+(-) \$ADJ.
Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Neighborhood	Inner Mission	Mission Dolores		Mission Dolores		Inner Mission	
Location	Good	Good		Superior	-\$135,750	Good	
Complex Type	TICs	TICs		TICs		TICs	
Total No. of Units	3	3		3		3	
View	Neighborhood	Neighborhood		Neighborhood		Neighborhood	
Floor	Bottom	Top	-\$10,000	Bottom		Top	-\$10,000
No. of Levels	1	1		1		2	
Year Bilt	1900	1907		1915		1940	
Year Renovated	2014	2016/2019		2019		2018	
Condition	Good	Good		Good		Good	
GLA	1,668	1,471	\$141,000	1,850	-\$105,000	1,900	\$141,000
Total # of Room	6	5		6		7	
Bedrooms	4	3		3		3	
Baths	3.5	1.5	\$100,000	2.0	\$75,000	2.5	\$0
Parking	0	2	-\$80,000	1	-\$40,000	1	-\$80,000
Amenities	Deck/Yard	Shared Garden		Yard		Private Roof Deck	-\$10,000
Adjusted PPSF		\$1,339		\$1,356		\$1,078	
Net Adj. (total)			151,000		(205,750)		41,000
Total Adj. as %			8.3%		-7.6%		2%
ADJ. SALES PRICE			\$1,969,880		\$2,509,250		\$2,048,000

## REMARKS

### Adjustments:

5% for Location  
\$10,000 for Floor  
\$650 per square foot for GLA  
\$50,000 for Baths (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: \$2,509,250

Final Concluded Value as of 7/1/2019: = \$2,150,000

Appraiser: Laurie Shulock

Principal Appraiser: Concepcion Vindell

Date: 7/3/2019



# SAN FRANCISCO PLANNING DEPARTMENT

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## 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.adele@gmail.com  
*Staff Contact:* Michelle Taylor – (415) 575-9197  
michelle.taylor@sfgov.org  
*Reviewed By:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

### 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**

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:   |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: See below  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> 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: |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> 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 23<sup>rd</sup> and 24<sup>th</sup> 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

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## **I. APPLICATION FORM**



SAN FRANCISCO  
PLANNING  
DEPARTMENT

# APPLICATION GUIDE FOR Mills Act Historical Property Contract

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

P: 415.558.6378  
F: 415.558.6409

Office of the Assessor-Recorder  
City Hall, Room 190  
San Francisco, CA  
94102

P: 415.554.5596  
Recording Hours  
8:00a.m. – 4:00p.m.

Chapter 71 of the San Francisco Administrative Code allows the City and County of San Francisco to enter into a preservation contract with local property owners who restore and preserve qualified historic properties. In exchange for maintaining and preserving a historic property, the owner receives a property tax reduction.

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

## 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](http://www.sfassessor.org).

# Mills Act Process & Timeline

## 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.sfparking.org](http://www.sfparking.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 7:

### Mills Act Monitoring

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**

### Recordation and Distribution

16. Office of the Assessor-Recorder records contract.

**DEADLINE: DECEMBER 30**

17. Office of the Assessor-Recorder mails confirmed copy of contract to property 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.

6. Property owner reviews valuations. Owner has until Sept. 15 to review the valuation.

**DEADLINE: SEPTEMBER 15**

## Phase 3:

### Historic Preservation Commission Hearing

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.

#### ACTION TAKEN

The HPC may recommend, modify, or deny approval to the Board of Supervisors.

## 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.

9. Budget & Legislative Analyst's Office prepares report for committee hearing.

10. Planning Department, Assessor-Recorder's Office, and Owner present.

#### ACTION TAKEN

Board of Supervisors Committee may Recommend, Not Recommend, or forward without Recommendation to the Full Board.

11. Item scheduled at a full Board of Supervisors meeting for consideration. Visit [www.sfbos.org](http://www.sfbos.org) for more information.

#### ACTION TAKEN

The BOS may approve, modify, or deny the Mills Act Application.

## Phase 5:

### Final Contracts Issued, Recorded & Distributed

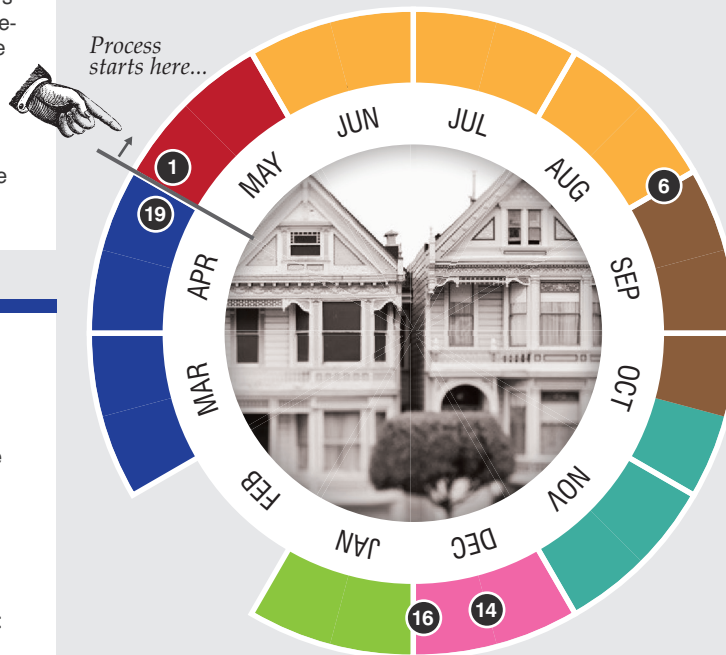
12. City Attorney's Office finalizes contracts. City Attorney verifies prints and signs final contracts then returns to Planning for signature.

13. Planning Department notifies property owner to pick up contracts from Planning Department. Owners sign and notarize contracts.

14. Owners deliver signed and notarized contracts to Planning Department. Planning Department delivers all contracts to the Assessor-Recorder, City Hall, Room 190.

**DEADLINE: DECEMBER 13**

15. Assessor-Recorder reviews and signs contracts.



● 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.

<b>1</b>	<b>Mills Act Application</b> Has each property owner signed? Has each signature been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>2</b>	<b>High Property Value Exemption Form &amp; Historic Structure Report</b> 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/>
<b>3</b>	<b>Draft Mills Act Historical Property Contract</b> Are you using the Planning Department's standard “Historical Property Contract?” Have all owners signed and dated the contract? Have all signatures been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>4</b>	<b>Notary Acknowledgement Form</b> Is the Acknowledgement Form complete? Do the signatures match the names and capacities of signers?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>5</b>	<b>Draft Rehabilitation/Restoration/Maintenance Plan</b> 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>6</b>	<b>Photographic Documentation</b> Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>7</b>	<b>Site Plan</b> Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>8</b>	<b>Tax Bill</b> Did you include a copy of your most recent tax bill?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>9</b>	<b>Rental Income Information</b> Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>10</b>	<b>Payment</b> 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>11</b>	<b>Recordation Requirements</b> A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be <u>accompanied</u> 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 <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts. – 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).	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

# APPLICATION FOR Mills Act Historical Property Contract

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

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

PROPERTY OWNER 1 NAME:	TELEPHONE:
Adele Feng	(510) 304-3662
PROPERTY OWNER 1 ADDRESS:	EMAIL:
2733 Folsom Street, San Francisco, CA 94110	feng.adele@gmail.com

PROPERTY OWNER 2 NAME:	TELEPHONE:
Timothy Yen	(339) 234-4042
PROPERTY OWNER 2 ADDRESS:	EMAIL:
2733 Folsom Street, San Francisco, CA 94110	yen.timothy@gmail.com

PROPERTY OWNER 3 NAME:	TELEPHONE:
Brent Goldman	(626) 616-6454
PROPERTY OWNER 3 ADDRESS:	EMAIL:
2731 Folsom Street, San Francisco, CA 94110	me@brentgoldman.com

## 2. Subject Property Information

PROPERTY ADDRESS:	ZIP CODE:
2731 - 2735 Folsom Street, San Francisco, CA	94110
PROPERTY PURCHASE DATE:	ASSESSOR BLOCK/LOT(S):
3/26/2018	3640/031
MOST RECENT ASSESSED VALUE:	ZONING DISTRICT:
\$6,043,000	RH-2

Are taxes on all property owned within the City and County of San Francisco paid to date?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Is the entire property owner-occupied?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If No, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas) on a separate sheet of paper.	
Do you own other property in the City and County of San Francisco?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet of paper.	
Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If Yes, all outstanding enforcement cases must be abated and closed for eligibility for the Mills Act.	

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

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

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

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

PROPERTY OWNER 4 NAME:	TELEPHONE:
2735 Folsom St LLC	(626) 616-6454
PROPERTY OWNER 4 ADDRESS:	EMAIL:
2735 Folsom Street, San Francisco, CA 94110	2735folsom@brentgoldman.com

### 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:	
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

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Proposed work will meet the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and/or the California Historic Building Code.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
--	---

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

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

# _____ (Provide a scope number)	BUILDING FEATURE:		
Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input type="checkbox"/>
CONTRACT YEAR FOR WORK COMPLETION:			
TOTAL COST (rounded to nearest dollar):			
DESCRIPTION OF WORK:			



# _____ (Provide a scope number)	BUILDING FEATURE:			
	Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input type="checkbox"/>
CONTRACT YEAR WORK COMPLETION:				
TOTAL COST (rounded to nearest dollar):				
DESCRIPTION OF WORK:				

# _____ (Provide a scope number)	BUILDING FEATURE:			
Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input type="checkbox"/>	
CONTRACT YEAR WORK COMPLETION:				
TOTAL COST (rounded to nearest dollar):				
DESCRIPTION OF WORK:				

# _____ (Provide a scope number)	BUILDING FEATURE:		
Rehab/Restoration <input type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input type="checkbox"/>
CONTRACT YEAR WORK COMPLETION:			
TOTAL COST (rounded to nearest dollar):			
DESCRIPTION OF WORK:			

## 6. Draft Mills Act Historical Property Agreement

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

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

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

## California Mills Act Historical Property Agreement

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 ("Owner/s").  
2735 Folsom St LLC

### RECITALS

Owners are the owners of the property located at 2731 - 2735 Folsom Street, in San Francisco, California

3640 / 031 . The building located at 2731 - 2735 Folsom Street

BLOCK NUMBER

LOT NUMBER

PROPERTY ADDRESS

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

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 thousand and thirty-four dollars (\$ 300,034). See Rehabilitation Plan, Exhibit A.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately Twelve thousand, four hundred twenty-six dollars and fifty cents (\$ 12,426.50) annually. See Maintenance Plan, Exhibit B.

AMOUNT IN WORD FORMAT

AMOUNT IN NUMERICAL FORMAT

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

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

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

## 1. Application of Mills Act.

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

## 2. Rehabilitation of the Historic Property.

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

## 3. Maintenance.

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

## 4. Damage.

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

## 5. Insurance.

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

## 6. Inspections.

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

## 7. Term.

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

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

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

## 11. Payment of Fees.

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

## 12. Default.

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

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



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

### 13. Cancellation.

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

### 14. Cancellation Fee.

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

### 15. Enforcement of Agreement.

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

### 16. Indemnification.

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

### 17. Eminent Domain.

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

### 18. Binding on Successors and Assigns.

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

## 19. Legal Fees.

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

## 20. Governing Law.

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

## 21. Recordation.

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

## 22. Amendments.

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

## 23. No Implied Waiver.

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

## 24. Authority.

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

## 25. Severability.

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

## 26. Tropical Hardwood Ban.

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

## 27. Charter Provisions.

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

## 28. Signatures.

This Agreement may be signed and dated in parts

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

## 7. Notary Acknowledgment Form

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

State of California

County of: \_\_\_\_\_

On: \_\_\_\_\_ before me, \_\_\_\_\_ ,  
DATE INSERT NAME OF THE OFFICER

NOTARY PUBLIC personally appeared: \_\_\_\_\_ ,  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE

( PLACE NOTARY SEAL ABOVE )

**REHABILITATION/RESTORATION & MAINTENANCE PLAN**

All pricing below has been prepared by J.R. Conkey & Associates, professional cost estimator.

**Rehabilitation/Restoration Plan**

<b>Scope: # 1</b>				
<b>Building Feature: Folsom Street Façade – Wood Repair</b>				
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 (Coordinated scaffold/access with Scope 2)				
Total Cost: \$15,587.50				
<p>Description of work:</p> <p>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.</p> <p>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.</p>				

<b>Scope: # 2</b>				
<b>Building Feature: Windows at Secondary Façades</b>				
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020				
Total Cost: \$19,314.00				
<p>Description of work:</p> <p>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.</p> <p>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.</p>				



Scope: # 3			
Building Feature: Wood Windows at Folsom Street			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2025 (Coordinated scaffold/access with Scopes 4, 5, 6, & 15)			
Total Cost: \$53,940.00 - \$84,825.00			
<p>Description of work:</p> <p>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.</p> <p>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.</p>			

Scope: # 4			
Building Feature: North Façade - Site			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2025			
Total Cost: \$6,119.00			
<p>Description of work:</p> <p>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</p>			

Scope: # 5			
Building Feature: Folsom Street Façade - Painting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2025 and every 10 years thereafter as needed			
Total Cost: \$45,211.00			
<p>Description of work:</p> <p>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.</p>			

Scope: # 6				
Building Feature: Secondary Exterior Facades - Painting				
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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: Roof				
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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				
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
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.				

## Maintenance Plan

Scope: # 9			
Building Feature: Facades – Visual Inspection			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 and annually thereafter			
Total Cost: \$1,305.00			
<p>Description of work:</p> <p>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.</p> <p>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.</p>			

Scope: # 10			
Building Feature: Wood Windows at Folsom Street – Visual Inspection			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 and annually thereafter			
Total Cost: \$870.00			
<p>Description of work:</p> <p>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.</p> <p>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.</p>			

Scope: # 11			
Building Feature: Windows at Secondary Facades - Inspection			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2020 and annually thereafter			
Total Cost: \$1,305.00			
<p>Description of work:</p> <p>Inspect glazing seals, sealants, and clean weeps. Lubricate operating hardware as recommended by manufacturer.</p> <p>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.</p>			

Scope: # 12			
Building Feature: Gutters, Drains, and Downspouts - Roof			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
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			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed
			Proposed <input checked="" type="checkbox"/>
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.			

2731-2735 FOLSOM STREET  
SAN FRANCISCO, CALIFORNIA  
REHABILITATION, RESTORATION, & MAINTENANCE PLAN

Quantity	Unit	Unit Price	Subtotal	Mark-up Percentage	Total Cost (CURRENT)
				45.00%	2019

REHABILITATION & RESTORATION

1. Building Feature: Folsom Street Façade – Wood Repair

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2020 (Coordinated scaffolding/access with scope 2)

Total Cost (Rounded to Nearest Dollar): \$

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

Concrete/ Building Interface, includes patch/ replace/ water proof					
70	LF	\$125.00	\$8,750.00	\$3,937.50	\$12,687.50
Wood trim and siding repair/ replace/ paint					
200	SF	\$10.00	\$2,000.00	\$900.00	\$2,900.00
			\$10,750.00	\$4,837.50	\$15,587.50

2. Building Feature: Windows at Secondary Facades

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2020

Total Cost (Rounded to Nearest Dollar): \$

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.

Repair/ replace sill woodwork, site access					
144	LF	\$30.00	\$4,320.00	\$1,944.00	\$6,264.00
Remove old sealant, reseal windows, prime paint, site access					
72	HR	\$125.00	\$9,000.00	\$4,050.00	\$13,050.00
			\$13,320.00	\$5,994.00	\$19,314.00

3.A Building Feature: Wood Windows at Folsom Street - Repair Option

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2025 (Coordinated scaffolding/access with scopes 4, 5, 6, & 15)

Total Cost (Rounded to Nearest Dollar): \$

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

Repair/ replace sill woodwork/ existing window sash/ putty remove/ replace					
160	HR	\$125.00	\$20,000.00	\$9,000.00	\$29,000.00
Weatherize, restore existing hardware					
48	HR	\$150.00	\$7,200.00	\$3,240.00	\$10,440.00
Patch, prime and paint					
80	HR	\$125.00	\$10,000.00	\$4,500.00	\$14,500.00
			\$37,200.00	\$16,740.00	\$53,940.00



2731-2735 FOLSOM STREET  
SAN FRANCISCO, CALIFORNIA  
REHABILITATION, RESTORATION, & MAINTENANCE PLAN

Quantity	Unit	Unit Price	Subtotal	Mark-up Percentage	Total Cost (CURRENT)
				45.00%	2019

3.B Building Feature: Wood Windows at Folsom Street - Remove and Replace Windows Option

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2025 (Coordinated scaffolding/access with scopes 4, 5, 6, & 15)

Total Cost (Rounded to Nearest Dollar): \$

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

Make new templates for curved and non curved windows					
40	HR	\$125.00	\$5,000.00	\$2,250.00	\$7,250.00
(11) new windows, curved, IGU, wood. Remove existing windows, install new.					
1	LS	\$38,500.00	\$38,500.00	\$17,325.00	\$55,825.00
Patch, prime and paint new windows					
120	HR	\$125.00	\$15,000.00	\$6,750.00	\$21,750.00
			\$58,500.00	\$26,325.00	\$84,825.00

4. Building Feature: North Facades - Site

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2025

Total Cost (Rounded to Nearest Dollar): \$

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.

Remove vegetation, grade soil, slope, DG cover, remove and reinstall fence for access					
32	HR	\$85.00	\$2,720.00	\$1,224.00	\$3,944.00
Landscape drain					
2	EA	\$750.00	\$1,500.00	\$675.00	\$2,175.00
			\$4,220.00	\$1,899.00	\$6,119.00

2731-2735 FOLSOM STREET  
SAN FRANCISCO, CALIFORNIA  
REHABILITATION, RESTORATION, & MAINTENANCE PLAN

Quantity	Unit	Unit Price	Subtotal	Mark-up Percentage	Total Cost (CURRENT)
				45.00%	2019

5. Building Feature: Folsom Street Façade - Painting

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2025 and Every 10 Years Thereafter as Needed

Total Cost (Rounded to Nearest Dollar): \$

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.

Patch, prime and paint stair rails, concrete entry stairs. Scaffold shown as LS.

24	HR	\$145.00	\$3,480.00	\$1,566.00	\$5,046.00
1	LS	\$4,500.00	\$4,500.00	\$2,025.00	\$6,525.00
Patch, prime and paint windows and siding					
160	HR	\$145.00	\$23,200.00	\$10,440.00	\$33,640.00
			\$31,180.00	\$14,031.00	\$45,211.00

6. Building Feature: Secondary Exterior Facades - Painting

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2025 and Every 10 Years Thereafter as Needed

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:

Repaint secondary façades with appropriate paint. Repair wood and other substrates as needed.

Repair woodwork allowance. Scaffold shown as LS

32	HR	\$160.00	\$5,120.00	\$2,304.00	\$7,424.00
1	LS	\$4,500.00	\$4,500.00	\$2,025.00	\$6,525.00
Patch, prime and paint secondary facades					
120	HR	\$145.00	\$17,400.00	\$7,830.00	\$25,230.00
			\$27,020.00	\$12,159.00	\$39,179.00

7. Building Feature: Roof

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2029

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:

Replace roofing membrane as well as related flashing, waterproofing, and gutters as needed.

Remove and replace roof. Includes up to 100SF of sub deck replacement, see attached quote in 2019 dollars

1	LS	\$57,400.00	\$57,400.00	\$25,830.00	\$83,230.00
Escalation to 2019					
1	EA	\$25,830.00	\$25,830.00	\$11,623.50	\$37,453.50
			\$83,230.00	\$37,453.50	\$120,683.50

2731-2735 FOLSOM STREET  
SAN FRANCISCO, CALIFORNIA  
REHABILITATION, RESTORATION, & MAINTENANCE PLAN

Quantity	Unit	Unit Price	Subtotal	Mark-up Percentage	Total Cost (CURRENT)
				45.00%	2019

MAINTENANCE PLAN

8. Building Feature: Facades - Visual Inspection

Rehab/Restoration

Maintenance

Completed

Proposed

Inspection, each year					
6	HR	\$150.00	\$900.00	\$405.00	\$1,305.00
			\$900.00	\$405.00	\$1,305.00

Contract Year Work Completion: 2020 and Annually Thereafter

Total Cost (Rounded to Nearest Dollar): \$

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.

9. Building Feature: Wood Windows at Folsom Street - Visual Inspection

Rehab/Restoration

Maintenance

Completed

Proposed

Inspection, each year					
4	HR	\$150.00	\$600.00	\$270.00	\$870.00
			\$600.00	\$270.00	\$870.00

Contract Year Work Completion: 2020 and Annually Thereafter

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:

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.

10. Building Feature: Windows at Secondary Facades - Inspection

Rehab/Restoration

Maintenance

Completed

Proposed

Inspection, each year					
6	HR	\$150.00	\$900.00	\$405.00	\$1,305.00
			\$900.00	\$405.00	\$1,305.00

Contract Year Work Completion: 2020 and Annually Thereafter

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:

Inspect glazing seals, sealants, and clean weeps. Lubricate operating hardware as recommended by manufacturer.

2731-2735 FOLSOM STREET  
SAN FRANCISCO, CALIFORNIA  
REHABILITATION, RESTORATION, & MAINTENANCE PLAN

Quantity	Unit	Unit Price	Subtotal	Mark-up Percentage	Total Cost (CURRENT)
				45.00%	2019

11. Building Feature: Gutters, Drains, and Downspouts - Roof

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2020 and Annually Thereafter

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:  
Inspect and clean all roof gutters, drains, and downspouts. Repair as needed.

Inspection, each year, clean gutters, drains and downspouts. Assume access from rear deck to all of roof.					
8	HR	\$85.00	\$680.00	\$306.00	\$986.00
			\$680.00	\$306.00	\$986.00

12. Building Feature: Roofing

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2020 and Annually Thereafter

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:  
Inspect roofing for defects and deterioration annually. Repair as needed.

Inspection, each year of roof. Assume access from rear deck to all of roof.					
2	HR	\$85.00	\$170.00	\$76.50	\$246.50
			\$170.00	\$76.50	\$246.50

13. Building Feature: Flashing - Roof

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2020 and Annually Thereafter

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:  
Inspect flashing for defects and deterioration annually (includes related sealant). Repair as needed.

Inspection, each year, roof flashings. Assume access from rear deck to all of roof.					
2	HR	\$75.00	\$150.00	\$67.50	\$217.50
			\$150.00	\$67.50	\$217.50
			\$300.00	\$135.00	\$435.00

2731-2735 FOLSOM STREET  
SAN FRANCISCO, CALIFORNIA  
REHABILITATION, RESTORATION, & MAINTENANCE PLAN

Quantity	Unit	Unit Price	Subtotal	Mark-up Percentage	Total Cost (CURRENT)
				45.00%	2019

14. Building Feature: Flashing - Roof

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2025 and Every 10 Years Thereafter as Needed

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:

Install new sealant at flashing and roofing elements every 10 years, or as needed.

Remove and reinstall existing roof flashing with new sealant					
16	HR	\$145.00	\$2,320.00	\$1,044.00	\$3,364.00
New flashing allowance if needed					
1	LS	\$1,500.00	\$1,500.00	\$675.00	\$2,175.00
			\$3,820.00	\$1,719.00	\$5,539.00

15. Building Feature: Folsom Street Façade - Stained Glass Inspection

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year Work Completion: 2025 and Every 10 Years Thereafter as Needed

Total Cost (Rounded to Nearest Dollar): \$

Description of Work:

Perform stained glass inspection by stained glass professional and repair/maintain as needed.

Inspection for stained glass					
6	HR	\$200.00	\$1,200.00	\$540.00	\$1,740.00
			\$1,200.00	\$540.00	\$1,740.00



ESTABLISHED 1906  
**EXCELSIOR ROOFING CO.**

ROOFERS OF REPUTATION  
**MARK POWERS, President**  
1340 Underwood Ave., San Francisco, CA 94124  
Telephone: (415) 822 - 4488 / Facsimile: (415) 822 - 4588  
State Contractor's License No.: 448397

May 28, 2019

Adele Feng  
2733 Folsom St.  
San Francisco, CA 94110  
[feng.adele@gmail.com](mailto:feng.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.



Carmen Chu, Assessor-Recorder  
Office of the Assessor-Recorder  
City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place, Room 190  
San Francisco, CA 94102  
www.sfassessor.org (415) 554-5596

**FOR ASSESSOR'S USE ONLY**

<p>┌</p> <p>L</p>	<p>┐ ASSESSOR'S PARCEL NUMBER _____</p> <p>SELLER/TRANSFEROR _____</p> <p>BUYER'S DAYTIME TELEPHONE NUMBER (     ) _____</p> <p>└ BUYER'S EMAIL ADDRESS _____</p>
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STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY \_\_\_\_\_

MAIL PROPERTY TAX INFORMATION TO (NAME) \_\_\_\_\_

ADDRESS _____	CITY _____	STATE _____	ZIP CODE _____
<input type="checkbox"/> YES <input type="checkbox"/> NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.		MO _____	DAY _____
		YEAR _____	

**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.  
Within the same county? ☐ YES ☐ NO
- ☐ ☐ \*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? ☐ YES ☐ NO
- ☐ ☐ 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 refer to the instructions for Part 1.

**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

Amount \$ \_\_\_\_\_

C. First deed of trust @ \_\_\_\_\_% interest for \_\_\_\_\_ years. Monthly payment \$\_\_\_\_\_ Amount \$\_\_\_\_\_

- ☐ 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 \$\_\_\_\_\_ Amount \$\_\_\_\_\_

- ☐ 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
 ☐ Co-op/Own-your-own
 ☐ Manufactured home  
☐ Multiple-family residence. Number of units: \_\_\_\_\_
 ☐ Condominium
 ☐ Unimproved lot  
☐ Other. Description: (i.e., timber, mineral, water rights, etc.)
 ☐ Timeshare
 ☐ 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: \$ \_\_\_\_\_

☐ YES ☐ NO 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.

## ADDITIONAL 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 governmentally 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.<sup>1</sup> 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.**

<sup>1</sup> The survey was adopted by the San Francisco Historic Preservation Commission on November 17, 2011.



**Figure 2: 2731-35 Folsom Street, primary facade, April 2017. Looking south.**

### **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.

Date Filed	Permit# and/or Application#	Owner	Architect/Builder	Scope of Alterations
7/23/1928	172259	F. G. Hamilton	Illegible	Raise foundation 1 foot. New back stairs. \$300.
4/24/1959	199512	Gene and May Spediacer		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.
3/17/1964	264906	Giorgi Realty Agents	Mayer B.	Illegible. \$256.
9/11/1972	377564	Harry Frieauf	Tony (last name illegible)	Remove debris under steps. Loosen windows (stuck). Bathroom paint. Renail steps. Remove unapproved heater.
5/8/1974	88637	Harry Frieauf		Comply with DAHI notice. \$1,000.
8/23/1978	439883	Edward and Paula Yoshioka		Comply with BBI report. \$5,000.
12/31/1984	Permit# 527110 Application# 8413555	Neil H. Bleuler		3-story rear staircase will be removed (wood) and replaced. \$2,000.
7/23/2008	Application# 200807237406			Comply with complaint #200448382. Repair dry rot at rear stairs. Less than 50% at rear. No change to windows or doors. \$800.
11/21/2008	200811217162			Comply with NOV #20048382. Replace 3-story rear stairs. \$1,200. Permit in triage.
12/6/2012	Permit# 1281317	Wells Fargo Home Mortgage	Contractor: Momentum Builders Architect: MH Architect	Removed stairs in front of building and replace with like kind. To comply with NOV 200922446. Incorporate old railing onto new railing for historic value. Remove front gate. \$25,000.

Date Filed	Permit# and/or Application#	Owner	Architect/Builder	Scope of Alterations
1/29/2013	Application# 201301248710	Wai Ahead LLC	Contractor: Castle Construction Architect: TKA	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 & 20126580. \$22,000.
6/20/2013	Application# 201306200016	Wai Ahead LLC	Contractor: Pegasus Builders	Exploratory demo, remove sheetrock for new insulation & electrical & living areas. Replace with new sheetrock & paint all 3 units. \$15,000.
9/17/2013	Application# 201309177003	Wai Ahead LLC	Contractor: Castle Construction Architect: Troy Kashanipour	Foundation replacement, interior remodel at 1st story and associated structural work, remodel kitchen & bathrooms, add bath. \$180,000.00
11/15/2013	Application# 201310250260	Wai Ahead LLC	Contractor: Castle Construction Architect: Troy Kashanipour	Interior remodel at 2nd & 3rd story, associated structural remodel kitchens & bath, add 1/2 bath at 2nd story. All work within envelope of bldg., no expansion. \$550,000

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

- Wood stair to first story entries
- Partially glazed doors with transom windows; leaded stained glass window within entry vestibule
- Double-height engaged Corinthian columns; capitals with female masks
- Egg and dart molding above turret transom windows
- Molded balcony with iron railing
- Elongated quatrefoil windows
- Entablature with projecting cornice, acanthus modillions, dentil course, ribbon of textured plaster with x-motifs pinned with florettes, and a thin rope molding
- Double-height rounded bay
- Domed turret above double-height rounded bay
- Form, massing and simple-drop style horizontal siding at secondary (north, south and east) elevations

## 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).**





**Figure 12: Bay flanked by oval windows in elongated quatrefoil surrounds (south window has a simpler surround).**

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.



**Figure 13: Entablature detail.**

**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.**



**Figure 16: Second and third story fenestration of south façade.**

#### 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.





**Figure 17: Rear (east) façade with south (left) and north (right) sides.**



**Figure 18: Exterior three-story stairs.**

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) Facade

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.



**Figure 24: Detail of wear at concrete and wood stairs.**



**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.





**Figure 32: Example of displaced corner trim**



**Figure 33: Detail of damaged siding beneath vent.**

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.



**Figure 34: Detail of finger-jointed sill separation and paint degradation.**



**Figure 35: Detail of typical torn sealant at window perimeters.**

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.





**Figure 36: Inaccessible landscaped area adjacent to the north facade.**

## TREATMENT RECOMMENDATIONS

### Folsom Street (West) Facade

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



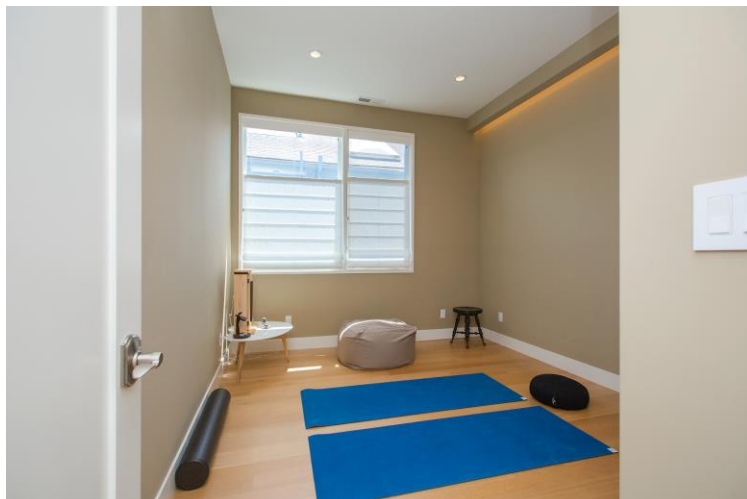


Photo 14:  
Level 3, guest bedroom #2  
Looking south



Photo 15:  
Level 3, office nook  
Looking southeast

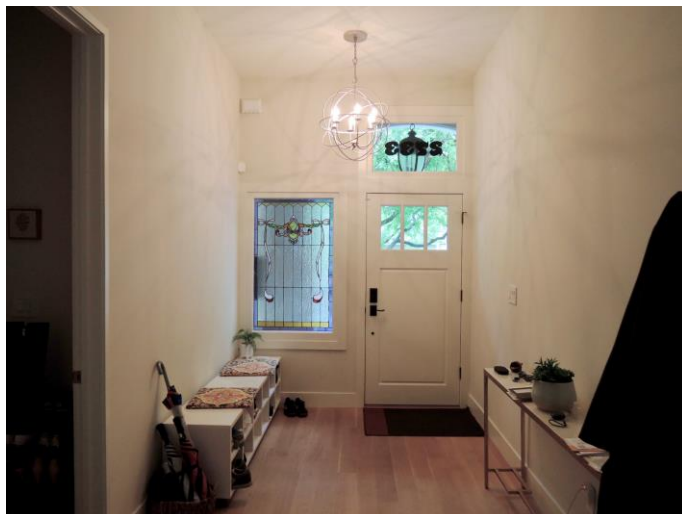


Photo 16:  
Level 2, front entrance  
Looking west

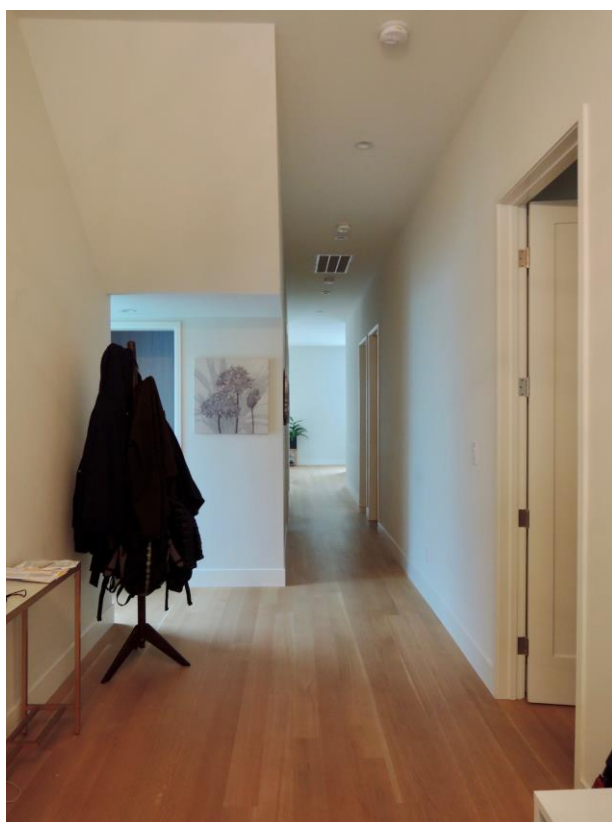


Photo 17:  
Level 2, hallway  
Looking east



Photo 18:  
Level 2, master bedroom  
Looking south

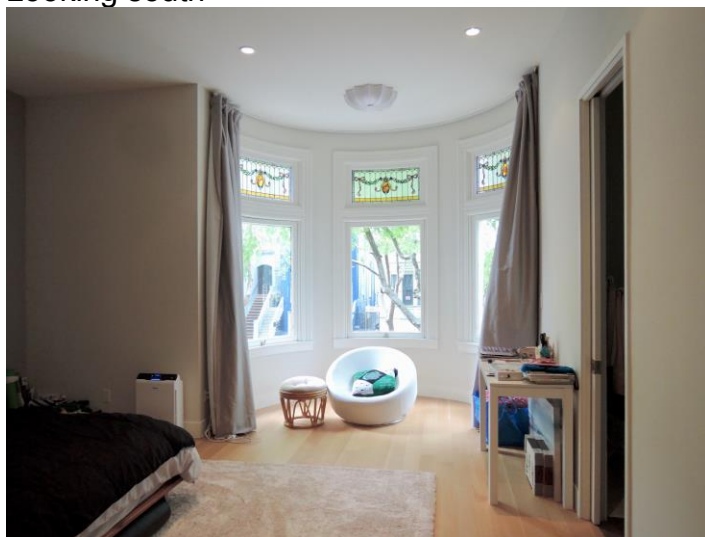


Photo 19:  
Level 2, master bedroom  
Looking west

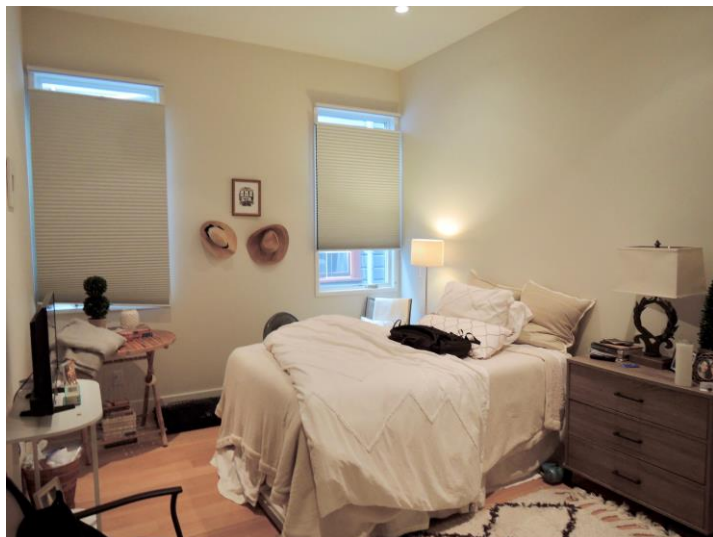


Photo 20:  
Level 2, guest bedroom #1  
Looking south

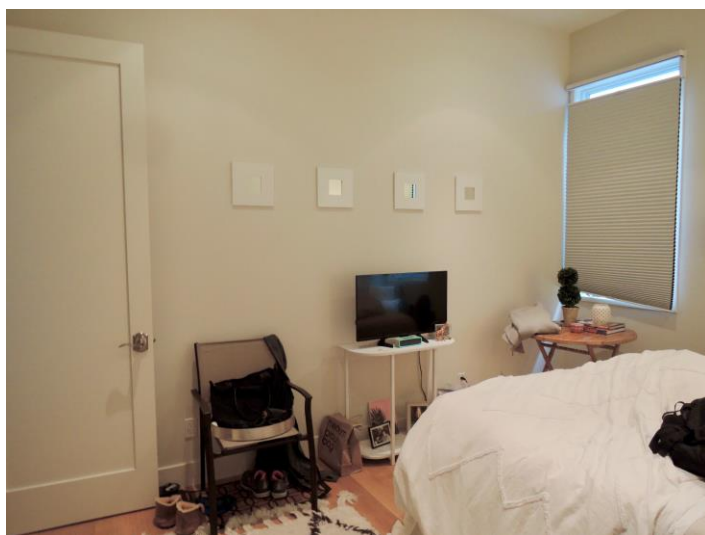


Photo 21:  
Level 2, guest bedroom #1  
Looking east

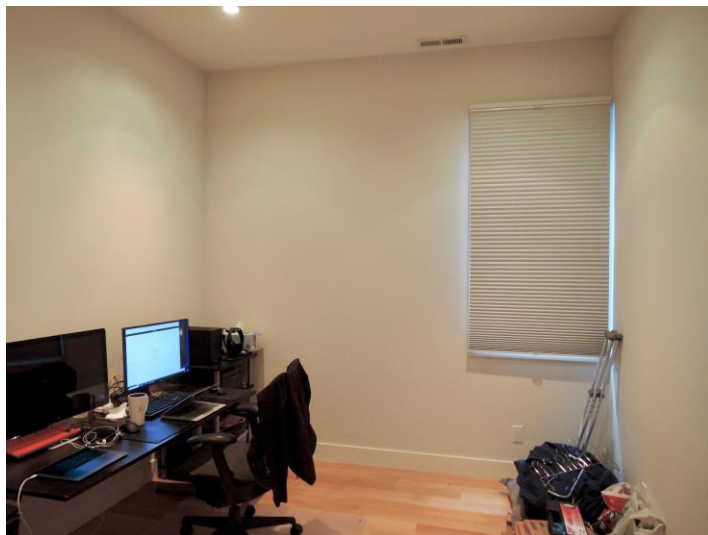


Photo 22:  
Level 2, guest bedroom #2  
Looking south

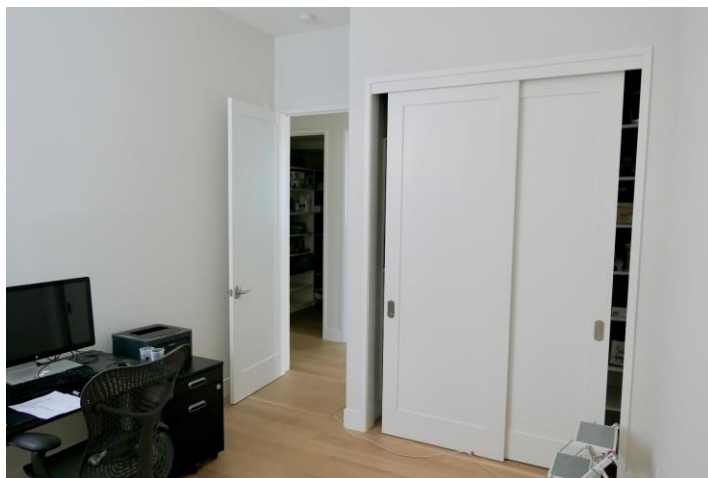


Photo 23:  
Level 2, guest bedroom #2  
Looking north





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

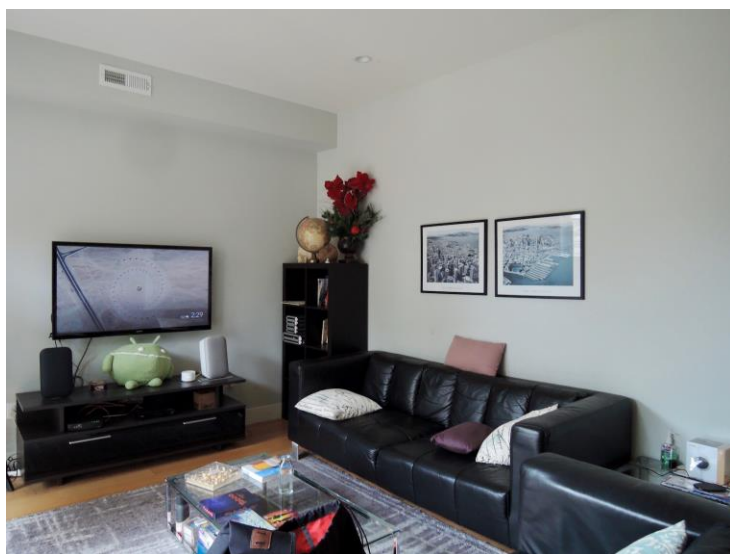


Photo 39:  
Level 1, living room  
Looking southwest



Photo 40:  
Level 1, living room  
Looking west

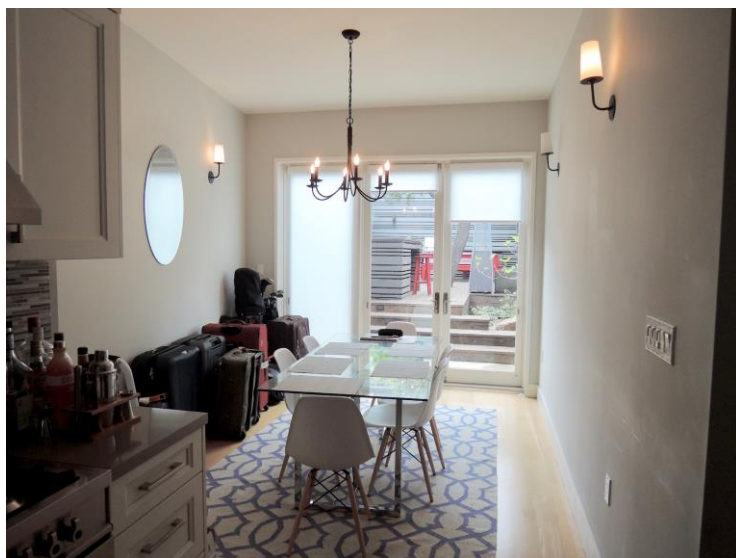
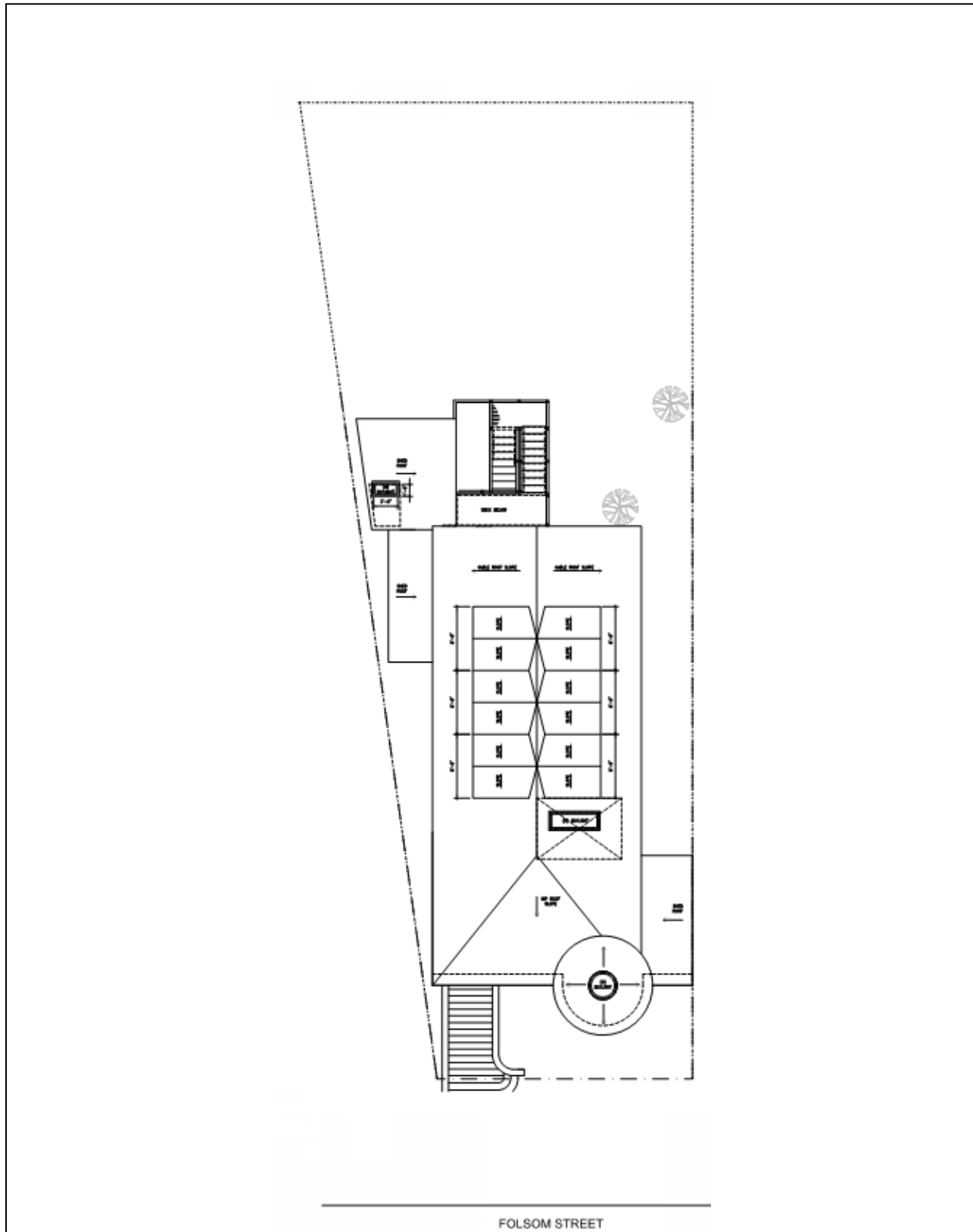


Photo 41:  
Level 1, dining room  
Looking east

## V. SITE PLAN





## **VI. TAX BILL**



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

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

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

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
24	3640	031	124648	October 12, 2018	2731 FOLSOM ST

Assessed on January 1, 2018 at 12:01am  
To: NAME PRIVATE PER CA AB 2238

**ADDRESS INFORMATION  
NOT AVAILABLE ONLINE**

Assessed Value		
Description	Full Value	Tax Amount
Land	659,092	7,665.23
Structure	1,076,116	12,515.22
Fixtures		
Personal Property		
Gross Taxable Value	1,735,208	20,180.46
Less HO Exemption	7,000	81.41
Less Other Exemption		
<b>Net Taxable Value</b>	<b>1,728,208</b>	<b>\$20,099.05</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
45	LWEA2018TAX	(415) 355-2203	298.00
46	SF BAY RS PARCEL TAX	(510) 286-7193	12.00
89	SFUSD FACILITY DIST	(415) 355-2203	56.28
91	SFCCD PARCEL TAX	(415) 487-2400	99.00
92	APARTMENT LIC. FEE	(415) 558-6220	326.00
98	SF - TEACHER SUPPORT	(415) 355-2203	251.96
<b>Total Direct Charges and Special Assessments</b>			<b>\$1,043.24</b>

<b>► TOTAL DUE</b>		<b>\$21,142.28</b>
1st Installment	2nd Installment	
\$10,571.14	\$10,571.14	
PAID 12/04/2018	DUE	04/10/2019
\$10,571.14		

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

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
24	3640	031	124648	October 12, 2018	2731 FOLSOM ST

☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://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

**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**

2436400003100 124648 000000000 000000000 0000 2003



City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2018 through June 30, 2019

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
24	3640	031	124648	October 12, 2018	2731 FOLSOM ST

☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Detach stub and return with your payment.  
Write your block and lot on your check.  
If property has been sold, please forward bill to new owner.

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: **\$,00**

Pay Now	Contact Us	Tax Rate Information												
<p>Online: <a href="http://www.sftreasurer.org">www.sftreasurer.org</a></p> <p>Mail a check payable to "SF Tax Collector" with the bottom portion of bill in the enclosed envelope</p> <p>In person at City Hall, Room 140 8 am - 5 pm, Monday - Friday, excluding holidays.</p>	<p>Free language assistance</p> <p>Call: 3-1-1 415-701-2311 from outside of San Francisco</p> <p>Submit question online: <a href="http://www.sftreasurer.org/contact-us">www.sftreasurer.org/contact-us</a></p>	<table><tr><td>Prop 13 base rate</td><td>1.0000%</td></tr><tr><td>City &amp; County debt service rate</td><td>0.1075%</td></tr><tr><td>SFUSD debt service rate</td><td>0.0387%</td></tr><tr><td>City College debt service rate</td><td>0.0098%</td></tr><tr><td>BART debt service rate</td><td>0.0070%</td></tr><tr><td>TOTAL</td><td>1.1630%</td></tr></table>	Prop 13 base rate	1.0000%	City & County debt service rate	0.1075%	SFUSD debt service rate	0.0387%	City College debt service rate	0.0098%	BART debt service rate	0.0070%	TOTAL	1.1630%
Prop 13 base rate	1.0000%													
City & County debt service rate	0.1075%													
SFUSD debt service rate	0.0387%													
City College debt service rate	0.0098%													
BART debt service rate	0.0070%													
TOTAL	1.1630%													

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 with the Assessment Appeals Board. The filing period is July 2 to September 15. Visit [www.sfgov.org/aab](http://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.

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](http://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](mailto: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.

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City & County of San Francisco  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Supplemental Property Tax Bill (Secured)  
FOR FISCAL YEAR JULY 1, 2017 THROUGH JUNE 30, 2018

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

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
24	3640	031	714343	01/22/2019	2731 FOLSOM ST

Assessee: NAME PRIVATE PER CA AB 2238

**ADDRESS INFORMATION  
NOT AVAILABLE ONLINE**

<b>► TOTAL TAX DUE \$12,745.28</b>	
First Installment	Second Installment
<b>\$6,372.64</b>	<b>\$6,372.64</b>
<b>PAID 02/26/2019</b>	<b>DUE 07/01/2019</b>

Assessed Value			
Description	New Base Year Value	Current Roll	Supplemental Assessment
Land	4,235,000	646,170	3,588,830
Improvement, Structure	1,815,000	1,055,018	759,982
Less HO Exemption			
Less Other Exemption			
<b>Assessed Value Total</b>	<b>6,050,000</b>	<b>1,701,188</b>	<b>4,348,812</b>

Supplemental assessment - see back for details

For The Period		
03/26/2018 THROUGH 06/30/2018		
Tax Rate 1.1723%	Rate Factor 25%	Event Date 03/26/2018

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
Supplemental Property Tax Bill (Secured)  
FOR THE PERIOD 03/26/2018 THROUGH 06/30/2018

Pay online at [SFTREASURER.ORG](http://SFTREASURER.ORG)

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
24	3640	031	714343	01/22/2019	2731 FOLSOM ST

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

<b>2nd Installment Due</b>	
<b>\$6,372.64</b>	
<b>JULY 1, 2019</b>	
If paid or postmarked after the amount due (includes delinquent penalty of 10% and other applicable fees) is:	
<b>\$7,054.90</b>	

2

2436400003100 714343 000637264 000063726 071917 2503



City & County of San Francisco  
Supplemental Property Tax Bill (Secured)  
FOR THE PERIOD 03/26/2018 THROUGH 06/30/2018

Pay online at [SFTREASURER.ORG](http://SFTREASURER.ORG)

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
24	3640	031	714343	01/22/2019	2731 FOLSOM ST

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

<b>1st Installment Due</b>	
<b>\$0.00</b>	
<b>FEBRUARY 28, 2019</b>	
If paid or postmarked after the amount due (includes delinquent penalty of 10%) is:	
<b>\$0.00</b>	

1

Pay Now	Contact Us
<p>Online: <a href="http://www.sftreasurer.org">www.sftreasurer.org</a></p> <p>Mail a check payable to "SF Tax Collector" with the bottom portion of bill in the enclosed envelope</p> <p>In person at City Hall, Room 140 8 am - 5 PM, Monday - Friday, excluding holidays. Expect longer than normal wait times around delinquency dates.</p>	<p>Free language assistance Call: 3-1-1 415-701-2311 from outside of San Francisco</p> <p>Submit question online: <a href="http://www.sftreasurer.org/contact-us">www.sftreasurer.org/contact-us</a></p>

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.sfgov.org/aab](http://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](http://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](mailto:postponement@sco.ca.gov)

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

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
24	3640	031	805240	01/22/2019	2731 FOLSOM ST

Assessee: NAME PRIVATE PER CA AB 2238

**ADDRESS INFORMATION  
NOT AVAILABLE ONLINE**

<b>► TOTAL TAX DUE</b>	<b>\$50,181.02</b>
First Installment	Second Installment
<b>\$25,090.51</b>	<b>\$25,090.51</b>
<b>PAID</b> 02/26/2019	<b>DUE</b> 07/01/2019

Assessed Value			
Description	New Base Year Value	Current Roll	Supplemental Assessment
Land	4,235,000	659,092	3,575,908
Improvement, Structure	1,815,000	1,076,116	738,884
Less HO Exemption	7,000	7,000	
Less Other Exemption			
<b>Assessed Value Total</b>	<b>6,043,000</b>	<b>1,728,208</b>	<b>4,314,792</b>

Supplemental assessment - see back for details

For The Period		
07/01/2018 THROUGH 06/30/2019		
Tax Rate 1.1630%	Rate Factor 100%	Event Date 03/26/2018

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
Supplemental Property Tax Bill (Secured)  
FOR THE PERIOD 07/01/2018 THROUGH 06/30/2019

Pay online at [SFTREASURER.ORG](http://SFTREASURER.ORG)

Vol	Block	Lot	Tax Bill No	Mail Date	Property Location
24	3640	031	805240	01/22/2019	2731 FOLSOM ST

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

**2nd Installment Due**  
**\$25,090.51**

**2**

If paid or postmarked after **JULY 1, 2019**  
the amount due (includes delinquent penalty of 10% and  
other applicable fees) is:  
**\$27,644.56**

2436400003100 805240 002509051 000250905 071918 2503



City & County of San Francisco  
Supplemental Property Tax Bill (Secured)  
FOR THE PERIOD 07/01/2018 THROUGH 06/30/2019

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

**1st Installment Due**  
**\$0.00**

**1**

If paid or postmarked after **FEBRUARY 28, 2019**  
the amount due (includes delinquent penalty  
of 10%) is:  
**\$0.00**

Pay Now	Contact Us
<p>Online: <a href="http://www.sftreasurer.org">www.sftreasurer.org</a></p> <p>Mail a check payable to "SF Tax Collector" with the bottom portion of bill in the enclosed envelope</p> <p>In person at City Hall, Room 140 8 am - 5 PM, Monday - Friday, excluding holidays. Expect longer than normal wait times around delinquency dates.</p>	<p>Free language assistance Call: 3-1-1 415-701-2311 from outside of San Francisco</p> <p>Submit question online: <a href="http://www.sftreasurer.org/contact-us">www.sftreasurer.org/contact-us</a></p>

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## VII. RENTAL INCOME INFORMATION

### Rental Income

Address	Square Footage	Rental Income
2731 Folsom Street		owner occupied
2733 Folsom Street		owner occupied
2735 Folsom Street	1,688 sqft	\$7,435.71 per month*

\* Current market rent (monthly) = \$9,000

ARCHITECTURE  
PLANNING & RESEARCH  
BUILDING TECHNOLOGY

[www.page-turnbull.com](http://www.page-turnbull.com)

170 Maiden Lane, 5th Floor  
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415.362.5154 / 415.362.5560 fax

2401 C Street, Suite B  
Sacramento, California 95816  
916.930.9903 / 916.930.9904 fax

417 S. Hill Street, Suite 211  
Los Angeles, California 90013  
213.221.1200 / 213.221.1209 fax



## 2731-2735 FOLSOM STREET | ADD SERVICE PROPOSAL I

DATE	September 17, 2019	PROJECT NO.	19066
TO	Adele Feng	PROJECT	2731 Folsom Street
OF	2731 Folsom Street San Francisco, CA	FROM	Carolyn Kiernat, AIA
CC	-	VIA	Email

### DESCRIPTION

---

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

ARCHITECTURE  
PLANNING & RESEARCH  
PRESERVATION TECHNOLOGY



- 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,

SIGNED



DATE

9/17/2019

SIGNED



DATE

9/17/2019

---

Carolyn Kiernat, AIA  
Principal  
Page & Turnbull

---

On behalf of the owners of 2731-2735 Folsom St