

File No. 171098

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: November 1, 2017

Board of Supervisors Meeting:

Date: _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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OTHER

(Click the text below for a direct link to the document)

- | | | |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Case Report - October 4, 2017</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>HPC Reso. No. 901 - October 4, 2017</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Mills Act Agreement</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Rehabilitation-Restoration Plan</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Assessor's Valuation</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Mills Act Application</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Historic Structure Report</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Planning Department Letter - October 10, 2017</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Form 126</u> |

Prepared by: John Carroll

Date: October 27, 2017

Prepared by: _____

Date: _____

1 [Mills Act Historical Property Contract - 215 and 229 Haight Street, Formerly 55 Laguna
2 Street]

3 **Resolution approving an historical property contract between Alta Laguna, LLC, the**
4 **owners of 215 and 229 Haight Street, formerly 55 Laguna Street, and the City and**
5 **County of San Francisco, under Administrative Code, Chapter 71; and authorizing the**
6 **Planning Director and the Assessor-Recorder to execute the historical property**
7 **contract.**

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

13 WHEREAS, The Planning Department has determined that the actions contemplated in
14 this Resolution comply with the California Environmental Quality Act (California Public
15 Resources Code, Sections 21000 et seq.); and

16 WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in
17 File No. 171098, is incorporated herein by reference, and the Board herein affirms it; and

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

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

1 WHEREAS, 215 and 229 Haight Street, formerly 55 Laguna Street, is designated as
2 San Francisco Landmark Nos. 257 and 258 under Article 10 of the Planning Code and thus
3 qualifies as an historical property as defined in Administrative Code, Section 71.2; and

4 WHEREAS, A Mills Act application for an historical property contract has been
5 submitted by Alta Laguna, LLC, the owners of 215 and 229 Haight Street, detailing
6 rehabilitation work and proposing a maintenance plan for the property; and

7 WHEREAS, As required by Administrative Code, Section 71.4(a), the application for
8 the historical property contract for 215 and 229 Haight Street was reviewed by the Assessor's
9 Office and the Historic Preservation Commission; and

10 WHEREAS, The Assessor-Recorder has reviewed the historical property contract and
11 has provided the Board of Supervisors with an estimate of the property tax calculations and
12 the difference in property tax assessments under the different valuation methods permitted by
13 the Mills Act in its report transmitted to the Board of Supervisors on October 11, 2017, which
14 report is on file with the Clerk of the Board of Supervisors in File No. 171098 and is hereby
15 declared to be a part of this Resolution as if set forth fully herein; and

16 WHEREAS, The Historic Preservation Commission recommended approval of the
17 historical property contract in its Resolution No. 901, including approval of the Rehabilitation
18 Program and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of
19 the Board of Supervisors in File No 171098 and is hereby declared to be a part of this
20 resolution as if set forth fully herein; and

21 WHEREAS, The draft historical property contract between Alta Laguna, LLC, the
22 owners of 215 and 229 Haight Street, and the City and County of San Francisco is on file with
23 the Clerk of the Board of Supervisors in File No. 171098 and is hereby declared to be a part of
24 this resolution as if set forth fully herein; and
25

1 WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to
2 Administrative Code, Section 71.4(d) to review the Historic Preservation Commission's
3 recommendation and the information provided by the Assessor's Office in order to determine
4 whether the City should execute the historical property contract for 215 and 229 Haight Street;
5 and

6 WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the
7 owner of 215 and 229 Haight Street with the cost to the City of providing the property tax
8 reductions authorized by the Mills Act, as well as the historical value of 215 and 229 Haight
9 Street and the resultant property tax reductions, and has determined that it is in the public
10 interest to enter into a historical property contract with the applicants; now, therefore, be it

11 RESOLVED, That the Board of Supervisors hereby approves the historical property
12 contract between Alta Laguna, LLC, the owners of 215 and 229 Haight Street, and the City
13 and County of San Francisco; and, be it

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



SAN FRANCISCO PLANNING DEPARTMENT

Mills Act Historical Property Contracts Case Report

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

Reception:
415.558.6378

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Planning
Information:
415.558.6377

Hearing Date: October 4, 2017
Staff Contact: Shannon Ferguson – (415) 575-9074
shannon.ferguson@sfgov.org
Reviewed By: Tim Frye – (415) 575-6822
tim.frye@sfgov.org

a. *Filing Date:* May 1, 2017
Case No.: 2017-005434MLS
Project Address: **215 and 229 Haight Street** (formerly 55 Laguna Street)
Landmark District: Landmark Nos. 257, 258 (Woods Hall and Woods Hall Annex)
Zoning: NC-3 – Neighborhood Commercial, Moderate Scale;
RM-3 – Residential Mixed, Medium Density; P – Public
Height & Bulk: 85-X, 50-X, 40-X
Block/Lot: 0857/002
Applicant: Alta Laguna, LLC
20 Sunnyside Ave., Suite B
Mill Valley, CA 94941

b. *Filing Date:* May 1, 2017
Case No.: 2017-005884MLS
Project Address: **56 Potomac Street**
Landmark District: Duboce Park Historic District Contributor
Zoning: RH-2 (Residential-House-Two Family)
Height and Bulk: 40-X
Block/Lot: 0866/012
Applicant: Jason Monberg & Karli Sager
105 Steiner Street
San Francisco, CA 94117

c. *Filing Date:* May 1, 2017
Case No.: 2017-004959MLS
Project Address: **60-62 Carmelita Street**
Landmark District: Duboce Park Historic District Contributor
Zoning: RH-2 (Residential-House-Two Family)
Height and Bulk: 40-X
Block/Lot: 0864/014
Applicant: Patrick Mooney & Stephen G. Tom
62 Carmelita Street
San Francisco, CA 94117

Mill Act Applications
October 4, 2017

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

- d. Filing Date:** May 1, 2017
Case No.: 2017-005396MLS
Project Address: **101 Vallejo Street**
Landmark District: San Francisco Landmark No. 91 (Gibb-Sanborn Warehouses), contributor to the Northeast Waterfront Historic District, and individually listed on the National Register of Historic Places
Zoning: C-2 (Community Business)
Height and Bulk: 65-X
Block/Lot: 0141/013
Applicant: 855 Front Street LLC
610 W. Ash Street, Ste. 1503
San Diego, CA 92101
- e. Filing Date:** May 1, 2017
Case No.: 2017-005880MLS
Project Address: **627 Waller Street**
Landmark District: Duboce Park Historic District Contributor
Zoning: RTO (Residential Transit Oriented District)
Height and Bulk: 40-X
Block/Lot: 0864/012
Applicant: John Hjelmstad & Allison Bransfield
627 Waller
San Francisco, CA 94117
- f. Filing Date:** May 1, 2017
Case No.: 2017-005887MLS
Project Address: **940 Grove Street**
Landmark District: Contributor to the Alamo Square Historic District
Zoning: RH-3 (Residential-House, Three Family)
Height and Bulk: 40-X
Block/Lot: 0798/058
Applicant: Smith-Hantas Family Trust
940 Grove Street
San Francisco, CA 94117
- g. Filing Date:** May 1, 2017
Case No.: 2017-005419MLS
Project Address: **973 Market Street**
Landmark District: Contributor to the Market Street Theater and Loft National Register Historic District
Zoning: C-3-G (Downtown-General)
Height and Bulk: 120-X
Block/Lot: 3704/069
Applicant: Raintree 973 Market Newco LLC
28202 Cabot Rd., Ste. 300

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55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

Laguna Nigel, CA 92677

h. Filing Date: May 1, 2017
Case No.: 2017-006300MLS
Project Address: **1338 Filbert Street**
Landmark District: Landmark No. 232 (1338 Filbert Cottages)
Zoning: RH-2 (Residential- House, Two Family)
Height and Bulk: 40-X
Block/Lot: 0524/031, 032, 033, 034
Applicant: 1338 Filbert LLC
30 Blackstone Court
San Francisco, CA 94123

PROPERTY DESCRIPTIONS

- a. **215 and 229 Haight Street (formerly 55 Laguna Street):** The subject property is located on the northwest corner of Haight and Buchanan streets, Assessor's Parcel 0857/002. The subject property is within a NC-3 – Neighborhood Commercial, Moderate Scale and RM-3 – Residential Mixed, Medium Density; P – Public zoning district and 85-X and 50-X Height and Bulk district. The property is designated as San Francisco Landmark Nos. 257 and 258. The Spanish style Woods Hall and Woods Hall Annex were built in 1926 and 1935, respectively, for the San Francisco State Teacher's College (San Francisco Normal School) for use as a science building. Completed in phases as Works Progress Administration (WPA) funds became available, Woods Hall Annex also contains a WPA mural by Rueben Kadish known as "A Dissertation on Alchemy," which is located at the top of the stairwell at the east end of Woods Hall Annex. The property was rehabilitated in 2015-2016 as multiple-family housing.
- b. **56 Potomac Street:** The subject property is located on the east side of Potomac Street between Waller Street and Duboce Park, Assessor's Parcel 0866/012. The subject property is located within a RH-2 (Residential-House-Two Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-story plus basement, wood frame, single-family dwelling originally designed in the Shingle style and built in 1899 by builder George H. Moore and altered with smooth stucco cladding at the primary façade at an unknown date.
- c. **60-62 Carmelita Street:** The subject property is located on the east side of Carmelita Street between Waller Street and Duboce Park, Assessor's Parcel 0864/014. The subject property is located within a RH-2 (Residential-House-Two Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-story plus basement, wood frame, multiple-family dwelling originally designed in the Edwardian style and built in 1899 and altered with smooth stucco cladding at the primary façade at an unknown date.
- d. **101 Vallejo Street:** The subject property is located on the southwest corner of Vallejo and Front streets, Assessor's Parcel 0141/013. The subject property is located within a C-2 (Community Business) zoning and a 65-X Height and Bulk district. The property is designated as San Francisco

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55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

Landmark No. 91 (Gibb-Sanborn Warehouses), is a contributor to the Northeast Waterfront Historic District, and is individually listed on the National Register of Historic Places. It is a two-story plus basement, heavy timber and brick warehouse building designed in the Commercial Style and built in 1855 for merchant Daniel Gibb who also built the subject property's twin at the northwest corner of Vallejo and Front streets. Both buildings appear to be the oldest surviving warehouses in San Francisco.

- e. **627 Waller Street:** The subject property is located on the south side of Waller Street between Carmelita and Pierce streets, Assessor's Parcel 0864/022. The subject property is located within a RTO (Residential Transit Oriented District) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-and-half-story plus basement, wood-frame, single-family dwelling designed in the Queen Anne style and built in 1899.
- f. **940 Grove Street:** The subject property is located on the northwest corner of Grove and Steiner streets, Assessors' Parcel 0798/058. The subject property is located within a RH-3 (Residential-House, Three Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Alamo Square Historic District. It is a two-and-half-story plus basement, wood frame, single-family dwelling designed in the Queen Anne style by master architect Albert Pissis and built in 1895.
- g. **973 Market Street:** The subject property is located on the south side of Market Street between 5th and 6th streets, Assessor's Parcel 3704/069. The subject property is located within a C-3-G (Downtown-General) zoning district and a 120-X Height and Bulk district. The property, known as the Wilson Building is a contributing building to the Market Street Theater and Loft National Register Historic District. The seven story plus basement steel frame building was designed by master architect Willis Polk in 1900 and the Byzantine terra cotta façade survived the 1906 earthquake.
- h. **1338 Filbert Street:** The subject property is located on the north side of Filbert Street between Polk and Larkin streets. Assessor's Parcels 0524/031, 0524/032, 0524/033, 0524/034. The subject property is located within a RH-2 (Residential – House, Two Family) and a 40-X Height and Bulk District. The property is San Francisco Landmark No. 232, 1338 Filbert Cottages. It consists of four, two-story, wood frame, single family dwellings designed in a vernacular post-earthquake period style with craftsman references and built in 1907 with a 1943 addition.

PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

MILLS ACT REVIEW PROCESS

Once a Mills Act application is received, the matter is referred to the Historic Preservation Commission (HPC) for review. The HPC shall conduct a public hearing on the Mills Act application, historical

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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

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terms of the contract or the legislation. Termination due to default immediately ends the contract term. Mills Act contracts remain in force when a property is sold.

ELIGIBILITY

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

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

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

Residential Buildings

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

Commercial, Industrial or Mixed Use Buildings

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

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

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

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

PUBLIC/NEIGHBORHOOD INPUT

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

STAFF ANALYSIS

The Department received eight Mills Act applications by the May 1, 2017 filing date. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the eight 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, with the exception of 60-62 Carmelita Street. Please see below for complete analysis.

- a. **215 and 229 Haight Street (formerly 55 Laguna 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). The subject property qualifies for an exemption as it is designated as San Francisco Landmark Nos. No. 257 and 259, Woods Hall and Woods Hall Annex. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant completed substantial rehabilitation of the building in 2016, including the roof, roof drainage system, exterior wall repair and painting, wood window repair and in-kind replacement, metal window repair and replacement, repair and in-kind replacement of exterior light fixtures, and moving of the Sacred Palm. Work to interior character-defining features in the lobby, corridor, and stairs was also completed in 2016. The proposed Rehabilitation Plan includes stabilizations and repair of the Ruben Kadish Mural by a conservator.

The proposed Maintenance Plan includes annual inspection of the exterior walls, roof drainage system, exterior lightwells, windows, roof and care of the Sacred Palm. Inspections and painting of the walls, roof drainage system, windows, will occur every ten years. 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.

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- b. **56 Potomac Street:** The applicant proposes to amend the 2013 Mills Act Contract in whole. The property owners applied for a Mills Act Contract in 2013. The Historic Preservation Commission recommended approval of the Mills Act Contract on December 4, 2013 and the Mills Act Contract was adopted by the Board of Supervisors on December 17, 2013. Said determination is on file with the Clerk of the Board of Supervisors in File No. 131159. The 2013 Rehabilitation Plan included replacement of front stairs, repainting and replacement of windows on the front and rear facades. The applicant proposes to amend the 2013 Mills Act Contract in whole to complete remodel of the interior and exterior rear façade.

As detailed in the 2017 Mills Act application, the applicant proposes to restore the front façade 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 and Restoration.

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

The proposed Rehabilitation Plan includes work to the front façade including, exploratory demolition of the stuccoed front facade to determine if any historic cladding remains and restoration of the façade based on documentary evidence; seismic evaluation and seismic upgrade as necessary; in kind roof replacement with asphalt shingles; retention and repair of historic front door; replacement of front stairs with compatible design and materials; and in-kind repair or replacement of fixed and double-hung wood windows.

The proposed Maintenance Plan includes annual inspection of primarily front façade including the foundation, front stairs and porch, siding, windows, attic and roof with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

- c. **60-62 Carmelita 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 and Preservation with the exception of Rehabilitation Plan Scope #4, installation of a garage.

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

The applicant completed rehabilitation work to the building in 2016, including seismic upgrade to the foundation, exterior painting, and repair and reglazing of terrazzo front steps. The proposed Rehabilitation Plan includes installation of garage and roof replacement.

Department Recommendation: The Department recommends revisions to the Rehabilitation and Maintenance plans, specifically: Scope #4, Installation of garage. While the work was approved by the Historic Preservation Commission through Motion No. 0298 on January 18, 2017, the proposed scope of work does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building. The Department recommends this scope of work be removed in order to forward a positive recommendation to the Board of Supervisors.

The proposed Maintenance Plan includes inspection of windows every five years, and inspection of the roof, gutters, downspouts, siding, and paint every two years. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

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

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated as Landmark No. 91 (Gibb-Sanborn Warehouses) under Article 10 of the Planning Code, a contributor to the Northeast Waterfront Historic District, and individually listed on the National Register of Historic Places. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The proposed Rehabilitation Plan includes structural upgrade, roof replacement, repair to skylights, foundation, watertable, brick façade, metal windows entryways, parapet bracing, and repair to character defining interior features such as the heavy timber framing.

The proposed Maintenance Plan includes annual inspection of the roof, skylights, parapet bracing, roof drainage system, foundation, watertable, windows and entryways. 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.

- e. **627 Waller 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 and Preservation.

The subject property is currently valued by the Assessor's Office as over \$3,000,000. The subject property qualifies for an exemption as a contributor to the Duboce Park Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant has already completed a rehabilitation work to the property, including repair of a leak at the rear of the house. The proposed Rehabilitation Plan includes further repair of the leak at the rear of the house, replacement of the skylight, front stairway, concrete driveway with permeable paving, front windows with double hung wood windows with ogee lugs, roof and repainting of the house.

The proposed Maintenance Plan includes annual inspection all elevations, front stairs, and windows; and inspection of the roof every five years. Any needed repairs resulting from inspection 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.

- f. **940 Grove 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 and Preservation.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is a contributor to the Alamo Square Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant has already completed a substantial rehabilitation work to the property in 2015, including seismic improvements, entrance portico rehabilitation, exterior wood siding

rehabilitation and repair, and retaining wall rehabilitation. The proposed Rehabilitation Plan includes exterior repainting, repair to concrete retaining wall and steps, and roof replacement.

The proposed Maintenance Plan includes annual inspection of the condition of the paint, windows and doors, site grading and drainage. Inspection of the siding and trim and roof will occur every five years. Any needed repairs resulting from inspection 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.

- g. **973 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, Preservation and Restoration.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is a contributor to the Market Street Theater and Loft National Register Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations

The applicant has already completed a substantial rehabilitation work to the property, including seismic upgrade, terra cotta repair, window replacement, storefront system replacement, masonry and fire escape repair, and roof replacement. The proposed Rehabilitation Plan includes replacement of windows and storefronts to more closely match the historic and roof replacement.

The proposed Maintenance Plan includes annual inspection of the foundation, terra cotta, windows, storefront system, masonry, fire escape and roof on a five to ten year cycle. 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.

**Mill Act Applications
October 4, 2017**

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

- h. **1338 Filbert Street:** The applicant is reapplying for a Mills Act Contract. The property owners applied for a Mills Act Contract in 2016. The Historic Preservation Commission recommended approval of the Mills Act Contract on October 5, 2016 through Resolution No. 793. It was tabled by the Board of Supervisors on November 3, 2016.

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

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

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

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

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

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:

- a. **215 and 229 Haight Street:** (formerly 55 Laguna Street): 21.33%
- b. **56 Potomac Street:** 26.51%

Mill Act Applications
October 4, 2017

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

- c. 60-62 Carmelita: 50.40%
- d. 101 Vallejo Street: 29.76%
- e. 627 Waller Street: 59.43%
- f. 940 Grove Street: 62.26%
- g. 973 Market Street: 37.56%
- h. 1338 Filbert Street: #A: 25.16%, #B: 18.36%, #C: 24.74%, and #D: 17.59%

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:
 1. 215 and 229 Haight Street (formerly 55 Laguna Street),
 2. 56 Potomac Street,
 3. 101 Vallejo Street,
 4. 627 Waller Street,
 5. 940 Grove Street,
 6. 973 Market Street
 7. 1338 Filbert Street
- The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending **approval with conditions** of the Mills Act Historical Property Contract and Rehabilitation and Maintenance Plans for 60-62 Carmelita Street. Conditions of approval include:
 1. Revisions to the Rehabilitation and Maintenance Plans for 60-62 Carmelita Street, specifically removing Scope #4, Installation of garage. While the work was approved by the Historic Preservation Commission through Motion No. 0298 on January 18, 2017, the proposed scope of work does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building. The Department recommends this scope of work be removed in order to forward a positive recommendation to the Board of Supervisors.

ISSUES AND OTHER CONSIDERATIONS

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

Mill Act Applications
October 4, 2017

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

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. 215 & 229 Haight Street (formerly 55 Laguna)

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 and Historic Structure Report

b. 56 Potomac Street

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

c. 60-62 Carmelita Street

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

d. 101 Vallejo Street

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

e. 627 Waller Street

Draft Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation Program & Maintenance Plan

Mill Act Applications
October 4, 2017

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS
55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Pre-Approval Inspection Report
Mills Act Application and Historic Structure Report

f. 940 Grove Street

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

g. 973 Market Street

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

h. 1338 Filbert Street

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

Case No.: 2017-005434MLS
Project Address: **215 and 229 Haight Street** (formerly 55 Laguna Street)
Landmark District: Landmark Nos. 257, 258 (Woods Hall and Woods Hall Annex)
Zoning: NC-3 – Neighborhood Commercial, Moderate Scale;
RM-3 – Residential Mixed, Medium Density; P – Public
Height & Bulk: 85-X, 50-X, 40-X
Block/Lot: 0857/002
Applicant: Alta Laguna, LLC
20 Sunnyside Ave., Suite B
Mill Valley, CA 94941

SITE PHOTO

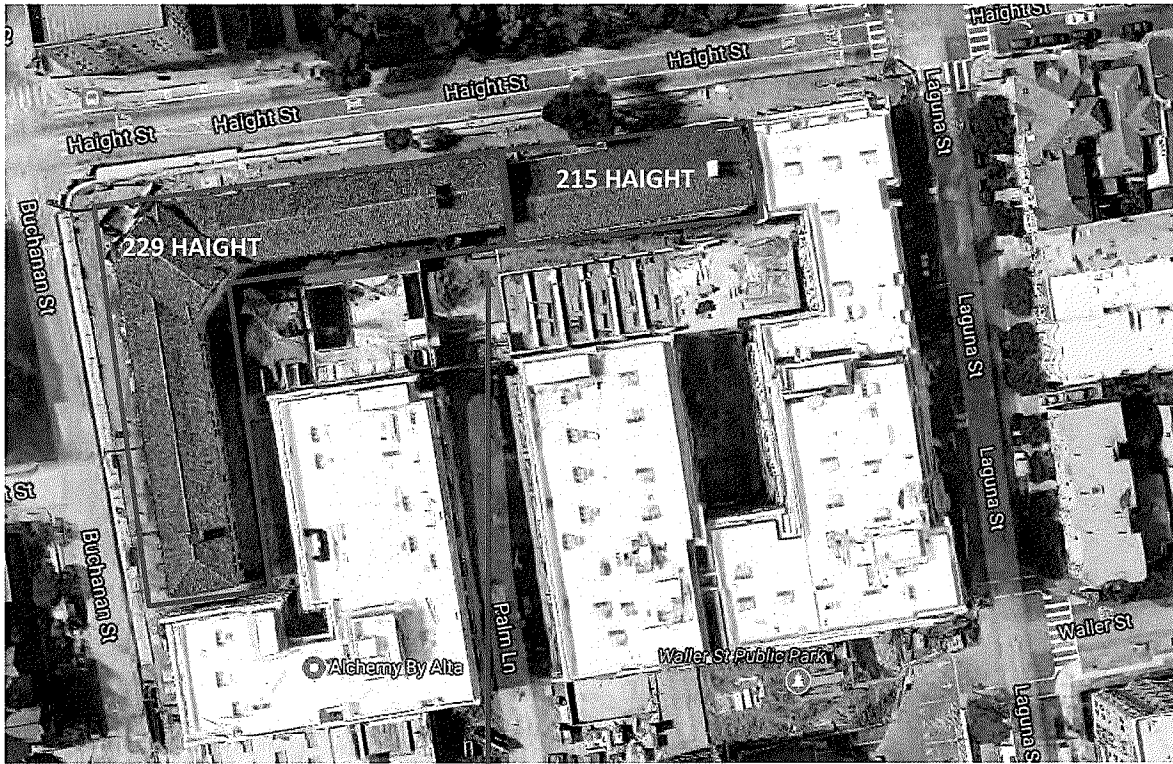
215 Haight Street



229 Haight Street



AERIAL PHOTO



SUBJECT PROPERTIES



SAN FRANCISCO PLANNING DEPARTMENT

Historic Preservation Commission Resolution No. 901 HEARING DATE OCTOBER 4, 2017

Case No.: 2017-005434MLS
Project Address: 215 and 229 Haight Street (formerly 55 Laguna Street)
Landmark District: San Francisco Landmark Nos. 257 and 258
Zoning: NC-3 – Neighborhood Commercial, Moderate Scale;
RM-3 – Residential Mixed, Medium Density;
P – PublicBlock/Lot: 0866/009
Applicant: Alta Laguna, LLC
20 Sunnyside Ave., Suite B
Mill Valley, CA 94941
Staff Contact: Shannon Ferguson – (415) 575-9074
shannon.ferguson@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

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 215 AND 229 HAIGHT 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 buildings located at 215 and 229 Haight Street is listed under Article 10 of the San Francisco Planning Code Planning Code as San Francisco Landmark Nos. 257 and 258 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 215 and 229 Haight Street, which are located in Case Docket No. 2017-005434MLS. The Planning Department recommends approval of the Mills Act historical property contract, rehabilitation program, and maintenance plan; and

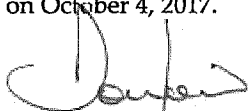
WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic buildings at 215 and 229 Haight Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, At a duly noticed public hearing held on October 4, 2017, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 215 and 229 Haight Street, which are located in Case Docket No. 2017-005434MLS.

THEREFORE BE IT RESOLVED that the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic buildings located at 215 and 229 Haight Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 215 and 229 Haight Street, and other pertinent materials in the case file 2017-005434MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 4, 2017.



Jonas P. Ionin
Commissions Secretary

AYES: Wolfram, Hyland, Johnck, Johns, Matsuda, Pearlman

NOES: None

ABSENT: None

ADOPTED: October 4, 2017

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
215 and 229 Haight STREET
SAN FRANCISCO, CALIFORNIA**

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

RECITALS

Owners are the owners of the property located at 215 and 229 Haight Street, in San Francisco, California (Block 0857, Lot 002). The building located at 215 and 229 Haight Street is designated as San Francisco Landmark Nos. 257 and 258 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 twenty-five thousand dollars (\$25,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately nineteen thousand dollars (\$19,000.00) annually (See Maintenance Plan, Exhibit B).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

By: _____ (signature) DATE: _____
_____ (name), Assessor-Recorder

By: _____ (signature) DATE: _____
_____ (name), Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: _____ (signature) DATE: _____
_____ (name), Deputy City Attorney

ALTA LAGUNA LLC, OWNERS

By: _____ (signature) DATE: _____
_____ (name), _____ (title), Owner

By: _____ (signature) DATE: _____
_____ (name), _____ (title), Owner

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

EXHIBIT A: REHABILITATION/RESTORATION PLAN

Scope: #1	Building Feature: Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$50,000	
Description of work:	
Work included removal and salvage of the clay tile roofs for reinstallation following installation of waterproof membrane.	

Scope: #2	Building Feature: Roof Drainage System
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$15,000	
Description of work:	
Work included replacement of deteriorated metal gutters and downspouts to match existing original.	

Scope: #3	Building Feature: Exterior Walls
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$75,000	
Description of work:	
Work included repair of structural cracks at concrete walls (exterior building walls and lightwells).	

Scope: #4	Building Feature: Exterior Walls
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$75,000	
Description of work:	
Work included repair of deteriorated areas of cement plaster (cracks, spalls, and delamination) at exterior building walls and lightwells.	

Scope: #5	Building Feature: Exterior Walls
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2016	
Total Cost: \$40,000	
Description of work:	
Work included painting of exterior cement plaster.	

Scope: #6	Building Feature: Wood Windows		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$60,000			
Description of work:			
Work included rehabilitation of historic wood windows.			

Scope: #7	Building Feature: Wood Windows		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$100,000			
Description of work:			
Work included replacement of wood windows to match original where previously removed (courtyard south face of Woods Hall and reintroduction of window at upper floor south end of Buchanan Street).			

Scope: #8	Building Feature: Metal Windows		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$125,000			
Description of work:			
Work included replacement of non-historic courtyard windows at Annex with metal windows matching original wood window lite pattern.			

Scope: #9	Building Feature: Metal Windows		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$50,000			
Description of work:			
Work included restoration of metal windows (at Woods Hall main entry, bay/oriel window at Annex, and various steel windows at the lower levels of the Annex).			

Scope: #10	Building Feature: Steel Windows		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$3,000			
Description of work:			
Work included replacement of (1) non-historic window with new steel window matching original as closely as possible at lowest courtyard (south elevation) level.			

Scope: #11	Building Feature: Ornamental Metalwork & Light Fixtures		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$10,000			
Description of work:			
Work included restoration and painting of exterior ornamental metal light fixtures and metalwork at Woods Hall entry (Buchanan and Haight entry).			

Scope: #12	Building Feature: Exterior Light Fixtures		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$3,000			
Description of work:			
Work included replacement of stolen exterior lantern fixtures at Haight Street Annex entry with new fixtures similar to original.			

Scope: #14	Building Feature: Exterior Sacred Palm Tree		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$40,000			
Description of work:			
Work included moving of Sacred Palm to nearby location to preserve contributing landscape feature.			

Scope: #15	Building Feature: Interior Walls and Stairs		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$40,000			
Description of work:			
Work included repair of plaster and repainting at historic contributing corridors and stairways.			

Scope: #16	Building Feature: Interior Drinking Fountains		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$3,000			
Description of work:			
Work included cleaning of tile and marble drinking fountains at historic corridors.			

Scope: #17	Building Feature: Seismic Upgrades at Lobby Mural Walls		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$45,000			
Description of work:			
Work included seismic bracing at back side of hollow clay tile walls in Woods Hall lobby to stabilize and preserve overpainted Gerrity Mural in-place.			

Scope: #18	Building Feature: Painting at Overpainted Interior Mural		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2016			
Total Cost: \$30,000			
Description of work:			
Work included stabilization/repair of delaminated areas of canvas at overpainted Gerrity Mural and repainting at overpaint with appropriate paint to prevent damage to mural.			

Scope: #19	Building Feature: Interior Kadish Mural		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2028			
Total Cost: \$25,000			
Description of work:			
<u>Ruben Kadish Mural</u>			
Conservator to clean including removal of graffiti, stabilize, and repair Ruben Kadish mural.			

EXHIBIT B: MAINTENANCE PLAN

Scope: #20		Building Feature: Exterior Walls	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$3,000			
Description of work:			
Exterior Cement Plaster Walls			
Perform visual observation of cement plaster annually for signs of deterioration. Repair as needed.			

Scope: #21		Building Feature: Roof Drainage System	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$2,000			
Description of work:			
Gutters and Downspouts			
Clean gutters and downspouts of debris annually. Inspect for signs of deterioration and repair as needed.			

Scope: #22		Building Feature: Exterior Lightwells	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$1,000			
Description of work:			
Exterior Lightwells			
Clean lightwells of debris annually and as needed. Clean drains.			

Scope: #23		Building Feature: Windows	
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$3,000			
Description of work:			
Wood and Metal Windows			
Perform visual observation of wood and metal windows annually for signs of rust or deterioration. Repair and paint as needed.			

Scope: #24	Building Feature: Roofs		
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$5,000			
Description of work:			
<u>Tile Roofs</u>			
Perform visual observation of tile roofs annually for signs of deterioration. Repair as needed.			

Scope: #25	Building Feature: Exterior Sacred Palm Tree		
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/>	Proposed
Contract year work completion: 2018 and annually thereafter			
Total Cost: \$5,000			
Description of work:			
Inspection and pruning as necessary of Sacred Palm Tree by licensed arborist.			

Scope: #26	Building Feature: Exterior Walls		
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026 and every 10 years			
Total Cost: \$40,000			
Description of work:			
<u>Exterior Cement Plaster Walls</u>			
Prepare, prime, and repaint cement plaster. Repair as needed.			

Scope: #27	Building Feature: Roof Draining System		
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026 and every 10 years			
Total Cost: \$10,000			
Description of work:			
<u>Gutter and Downspouts</u>			
Prepare, prime, and repaint metal gutters and downspouts. Repair as needed.			

Scope: #28	Building Feature: Windows		
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026 and every 10 years			
Total Cost: \$30,000			
Description of work:			
<u>Wood and Metal Windows</u>			
Prepare, prime, and repaint wood and metal windows. Repair as needed.			



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



229 & 215 Haight St
aka Woods Hall & Woods Hall Annex

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

APN:	0857 002	Lien Date:	7/1/2017
Address:	229 & 215 Haight St	Application Date:	4/28/2017
SF Landmark No.:	257, 258	Valuation Date	7/1/2017
Applicant's Name:	Alta Laguna LLC	Valuation Term	12 Months
Agt./Tax Rep./Atty:	None	Last Sale Date:	7/17/2013
Fee Appraisal Provided:	No	Last Sale Price:	\$11,400,000

Allocated from total project to Mills Act area

FACTORED BASE YEAR (Roll) VALUE		RESTRICTED CAPITALIZATION APPROACH		FAIR MARKET VALUE	
Land	\$12,282,019	Land	\$12,282,019	Land	\$157,200,000
Imps.	\$202,545,377	Imps.	\$200,328,133	Imps.	\$104,800,000
Total	\$214,827,396	Total	\$212,610,152	Total	\$ 262,000,000

Property Description

Property Type:	Multi-Family	Year Built:	1935 & 1926, 2016	Neighborhood:	Hayes Valley
Type of Use:	Multi-Family	(Total) Rentable Area:	298,841	Land Area:	171,356
Owner-Occupied:	No	Stories:	2	Zoning:	RM-3
Unit Type:	Residential	Parking Spaces:	259		
Total No. of Units: 23					

Notes

The subject property, called Woods Hall & Woods Hall Annex, are San Francisco Landmarks 257 & 258, and were built in 1926 & 1935, respectively. Originally built for a teaching college, they later became part of a UC Extension campus.

In 2013, developer Wood Partners (applicant) signed a ground lease with UC Regents for parcel 0857 002 (see map). The parcel is 171,356 sq ft, of which the subject property covers approximately 11%.

Woods Hall contains 23 apartment units, of which 6 are BMRs. Woods Hall Annex is home to the not-for-profit Haight Street Art Center; the building's required use is as a publicly accessible community facility. On the remainder of the parcel, the developer has erected several new buildings containing 307 apartments, of which 44 are BMRs.

Conclusions and Recommendations

	<u>Total</u>
Factored Base Year Roll Value	\$ 214,827,396
Restricted value	\$ 212,610,152
Fair Market Value	\$ 262,000,000
Mills Act Value Estimate	\$ 212,610,152

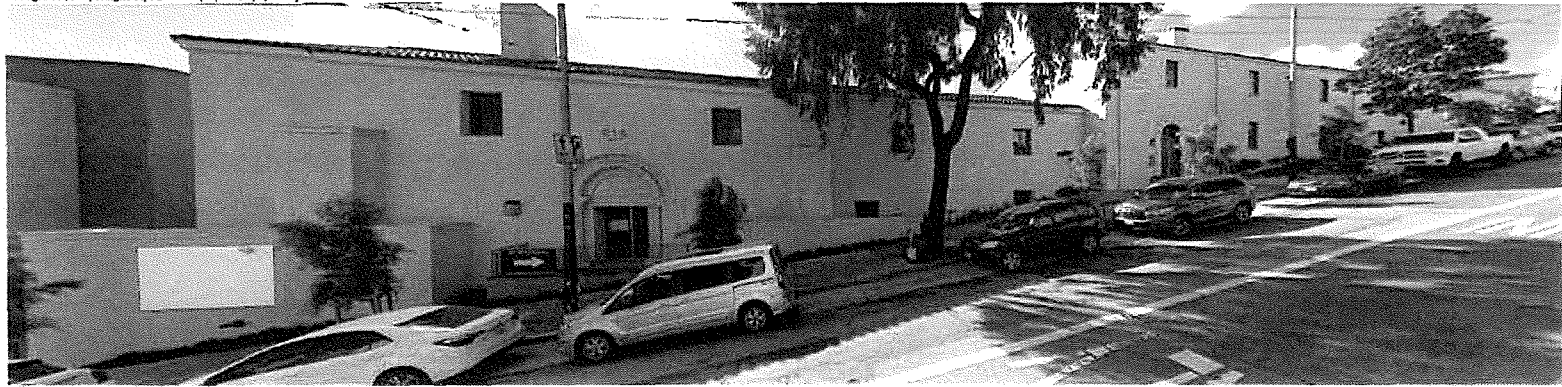
Appraiser: Helen Hui	Principal Appraiser: Elizabeth Cooper	Date of Report: 8/25/2017
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SUBJECT PHOTOS AND MAP

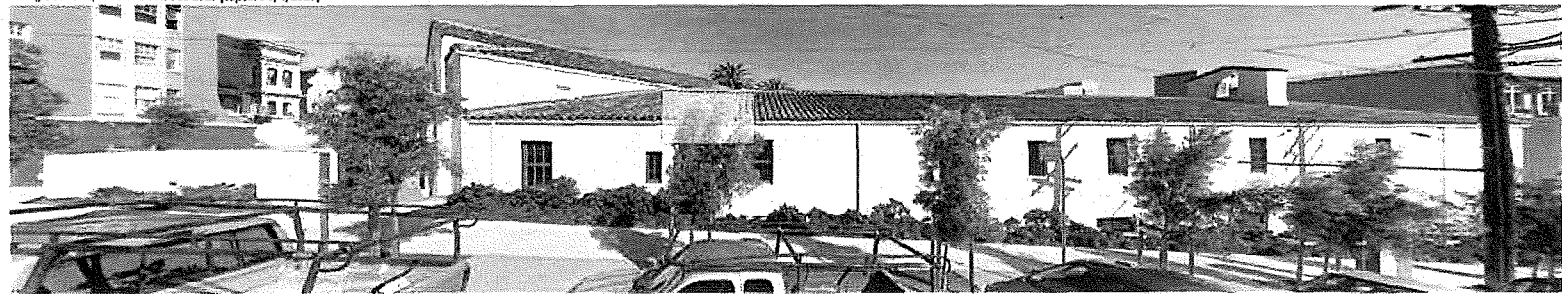
Address: 229 & 216 Haight St

APN: 0857 002

Google St View, Haight St, Feb 2017 (capture 8/4/2017)

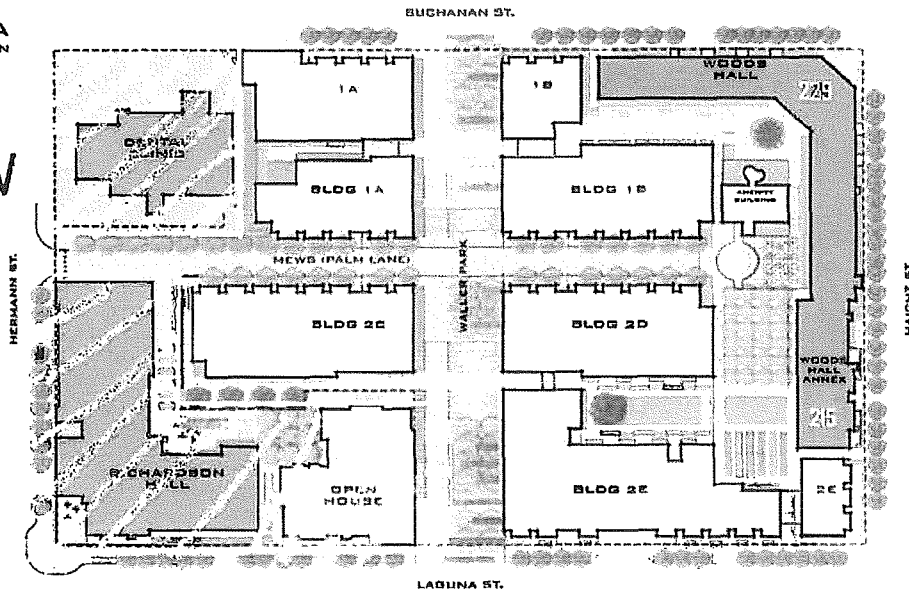


Google St View, Buchanan St, Feb 2017 (capture 8/4/2017)



Site Plan from SF Planning doc 2012.0033ACE. Note: subject property is Woods Hall & Woods Hall Annex only, the L shape building in brown, at the northwest corner of the property. Parcel 0857 002 consists of the unshaded area of the block shown below. The areas shaded in white-Dental Clinic, Richardson Hall, Open House-are separate parcels.

**55 LAGUNA
SITE PLAN**



INCOME APPROACH

Address: 229 & 215 Haight St
Lien Date: 7/1/2017

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$68,695	x	12	\$824,340 applicant provided
Less: Vacancy & Collection Loss			3%	<u>(\$24,730)</u>
Effective Gross Income				\$799,610
Less: Anticipated Operating Expenses (Pre-Property Tax)*			22%	<u>(\$178,595)</u>
Net Operating Income (Pre-Property Tax)				\$621,015

Restricted Capitalization Rate

2017 interest rate, see BOE LTA 2016/035			3.7500%	
Risk rate, see BOE LTA 2005/035 for non-owner-occupied			2.0000%	
2016 property tax rate **			1.1792%	
Amortization rate for improvements only				
Remaining economic life (Years)	60	0.0167	<u>0.6667%</u>	
Improvements constitute % of total property value		40%		7.5959%

RESTRICTED VALUE ESTIMATE **\$8,175,693**

ROUNDED TO **\$8,180,000**

Notes:

- * Expenses taken from pro forma numbers included in subj Mills Act application, less property taxes
- ** The 2017 property tax rate will be determined in September 2017.

Calculation of Total Restricted Value:

Restricted value of landmark portion (23 units, Woods Hall)	\$8,180,000
FBYV unrestricted portion (307 units) ¹	<u>\$204,430,152</u>
Total restricted valuation:	\$212,610,152

¹ units produce 95.16% of total income; applied this percentage to total FBYV

Three way value comparison, **Woods Hall/Annex only**:

Tax rate

Estimate of taxes due

1)	Mills Act restricted value	\$8,180,000			\$96,459
2)	Factored base year value	\$10,397,244	X	1.1792%	\$122,604
3)	Full fair market value	\$12,680,310			\$149,526

- 1) Income capitalized under BOE guidelines (LTA 2005/035)
- 2) & 3) The income generated by Woods Hall is 4.84% of the income of the total property.

Sales Approach value

Address: 229 & 215 Haight St

APN: 0857/002

Value Date: 7/1/2017

No.	APN	Property Address	Property Name	Location	Sale Date	Sale Price	Number Of Units	GBA	Price Per Unit	Price per Sq Ft	Actual Cap Rate	GRM	Year Built
Subj.	0857/002	229 & 215 Haight St	Alchemy by Alta	Hayes Valley	-	-	23	24,790	-		-	-	1935 & 1926 /2016
1	0184-009	1312 Jackson St		Nob Hill	7/7/2017	\$5,410,000	21	9426	\$257,619	\$573.94	2.53%		1909
2	3503-003	12 Valencia St		Mission Dolores	6/27/2017	\$24,000,000	62	57448	\$387,097	\$417.77			1909
3	0274-018	977 Pine St		Downtown Tenderloin	6/8/2017	\$8,950,000	24	12837	\$372,917	\$697.20	4.09%		1907
4	3642-001	3201 23rd St		Inner Mission	5/19/2017	\$9,950,000	24	16830	\$414,583	\$591.21	2.97%		1922
5	1000-026	3099 Washington St		Pacific Heights	5/12/2017	\$9,995,000	25	13274	\$399,800	\$752.98	2.83%	17.73	1900
6	3703-012	529 Stevenson St	Stevenson Lofts	SOMA	2/3/2017	\$23,000,000	51	42600	\$450,980	\$539.91	4.87%		1924/2015
7	0623-001	1755 Van Ness Ave		Pacific Heights	12/20/2016	\$29,850,000	48	47390	\$621,875	\$629.88	1.75%	25.21	1928
8	1427-001	4405-4429 California St		Inner Richmond	11/18/2016	\$11,000,000	20	24015	\$550,000	\$458.05	3.10%	18.1	1904
9	0589-001	2201 Pacific Ave		Pacific Heights	11/2/2016	\$31,800,000	38	42594	\$836,842	\$746.58	2.23%		1930
10	1437-045	310 6th Ave		Inner Richmond	10/7/2016	\$7,800,000	24	18054	\$325,000	\$432.04	2.93%		1961
Average									\$462,000	\$584	3.0%	20.3	

Gross Rent Multiplier

Potential Gross Income X GRM: \$824,340 X 17 = \$14,013,780

Rounded Value Estimate: \$14,000,000

Value Estimate Per Unit: \$608,696

Data source: CoStar. Sales are shown in reverse chronological order.

2017 Korpacz
Korpacz 2Q 2017 Range (Pacific Region Apts.) 3.5-6%

Summary of Comparable Apartment Rents

Address: 215-229 Haight St Mills Act Valuation

APN: 0857/002

Value Date: 7/1/2017

	Block / Lot	Address	Neighborhood	Year Built	No. of Units	Unit No.	Unit Type	Size (Sq. Ft.)	Move-in Date	Monthly Rent	Monthly Rent Per Sq. Ft.	Amenities/Comments
STUDIOS Reported rents	0831 023 400	Laguna St	Hayes Valley	2016	182	312	Studio	449	7/1/2016	\$ 3,150	\$7.02	Avalon Bay Hayes Valley
	" " "	"	"	"	"	150	"	449	7/2/2015	\$ 3,285	\$7.32	In-unit W/D, gym, lounge, rooftop terraces,
	" " "	"	"	"	"	274	"	407	7/14/2015	\$ 3,530	\$8.67	bike parking, WiFi-common areas, pet spa,
	" " "	"	"	"	"	552	"	449	7/18/2015	\$ 3,315	\$7.38	package lockers, parking
	" " "	"	"	"	"	568	"	467	7/10/2015	\$ 3,340	\$7.15	
	" " "	"	"	"	"	574	"	426	7/23/2015	\$ 3,365	\$7.90	
STUDIOS Listings	0831 023 400	Laguna St	Hayes Valley	2016	182	-	studio	449	Avalon Bay	\$ 2,925	\$6.51	Listing: Apartments.com, retrieved 8/2/2017
	" " "	"	"	"	"	-	"	497	Avalon Bay	\$ 3,005	\$6.05	"
	0814 020 100	Van Ness	Van Ness/Civic Ctr	1976/2015	420	-	"	439	Emerald Fund	\$ 3,200	\$7.29	Roof deck, playground, gym, lounge/library,
	" " "	"	"	"	"	-	"	484	Emerald Fund	\$ 3,700	\$7.64	"
	0838 038 150	Page St	Hayes Valley	1929	33	11	"	504		\$ 2,490	\$4.94	"
	0847 001 399	Steiner	Hayes Valley	1912	20	1st fl	"	375		\$ 2,350	\$6.27	Listing from Zillow.com, retrieved 8/2/2017
0816 009 350	Gough	Van Ness/Civic Ctr	1911	32	-	"	350		\$ 2,395	\$6.84	Listing from Zillow.com, retrieved 8/2/2017	
1bd/1ba Reported rents	0831 023 400	Laguna St	Hayes Valley	2016	182	232	1bd/1ba	636	7/30/2015	\$ 3,955	\$6.22	Avalon Bay Hayes Valley
	" " "	"	"	"	"	185	"	638	07/03/15	\$ 3,870	\$6.07	
	" " "	"	"	"	"	168	"	749	07/31/15	\$ 4,220	\$5.63	
	" " "	"	"	"	"	476	"	562	07/15/15	\$ 3,705	\$6.59	
1bd/1ba Listings	0831 023 400	Laguna St	Hayes Valley	2016	182	-	1bd/1ba	603	-	\$ 3,580	\$5.94	Listing: Apartments.com, retrieved 8/2/2017
	" " "	"	"	"	"	-	"	646	-	\$ 3,720	\$5.76	
	0811 031 101	Polk St	Van Ness/Civic Ctr	2016	162	-	"	514		\$ 3,346	\$6.51	Lounge, concierge, WiFi-common areas,
	" " "	"	"	"	"	-	"	633		\$ 3,847	\$6.08	parking, gym, roof deck, grill deck
	0814 020 100	Van Ness	Van Ness/Civic Ctr	1976/2015	420	-	"	703		\$ 3,495	\$4.97	
	" " "	"	"	"	"	-	"	723		\$ 4,700	\$6.50	
	0854 089 55	Page St	Van Ness/Civic Ctr	2008	128	610	"	738		\$ 3,450	\$4.67	
	0871 012 50	Laguna St		1928	63	206	"	463		\$ 3,295	\$7.12	
	0871 016 1844	Market St	Hayes Valley	2014	113	-	"	673		\$ 3,450	\$5.13	Listing from Rent.com, retrieved 8/2/2017
	" " "	"	"	"	"	"	"	673		\$ 4,815	\$7.15	"
	" " "	"	"	"	"	"	"	788		\$ 3,975	\$5.04	"
	0872 063 8	Buchanan St	Hayes Valley	2014	119	403	condo 1b/1b	600		\$ 4,300	\$7.17	Listing from Zillow.com, retrieved 8/2/17
	" " "	"	"	"	"	-	condo 1b/1b	640		\$ 4,350	\$6.80	"

#DIV/0!

SUBJECT PHOTOS AND MAP

Address: **229 & 215 Haight St**

APN: **0857 002**

VALUES	ALLOCATION BY PROPORTION OF INCOME	THREE VALUE TEST		Estimate of tax dollars
Full FMV, Land & Imps	\$262,000,000	Unrestricted portion, residential income	ONE	
FMV of Land	\$49,500,000	2017 rent roll PGI	FBYV unrestricted portion, Land + Imps, 307 units	2016 tax rate: <input type="text" value="1.1792%"/>
FMV of Imps	\$212,500,000	Restricted portion, residential income	Restricted value - landmark portion (land + Imps), 23 units	<input type="text" value="\$2,507,099"/>
FBYV OF LAND	\$12,282,019			
FBYV OF LAND + IMPS	\$214,827,396	Total residential income	TWO	
		Restricted proportion of income	FBYV Land 2017 restricted (10.9% of total parcel sq ft)	
			FBYV Imps 2017 restricted (23 units at 4.75% of income)	
			FBYV Land 2017 unrestricted (89.1% of total parcel sq ft)	
			FBYV Imps 2017 unrestricted (307 units at 95.25% of income)	
				<input type="text" value="\$2,599,245"/>
			Total	
			project	
			Direct cap income approach	<input type="text" value="\$3,089,504"/>
			Value to be assessed (lowest)	<input type="text" value="\$2,507,099"/>



SAN FRANCISCO PLANNING DEPARTMENT

PRE-APPROVAL INSPECTION REPORT

Report Date: May 24, 2017
Inspection Date: May 24, 2017; 11:00am
Case No.: 2017-005434MLS
Project Address: 215 and 229 Haight Street (formerly 55 Laguna Street)
Zoning: NC-3 – Neighborhood Commercial, Moderate Scale;
RM-3 – Residential Mixed, Medium Density; P - Public
Height & Bulk: 85-X, 50-X, 40-X
Block/Lot: 0857/002
Eligibility: Landmark Nos. 257, 258 (Woods Hall and Woods Hall Annex)
Property Owner: Alta Laguna, LLC
Contact: Julia Wilk, Julia.wilk@woodpartners.com, 415-888-3405
Address: 20 Sunnyside Ave., Suite B
Mill Valley, CA 94941
Staff Contact: Shannon Ferguson – (415) 575-9074
shannon.ferguson@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 – fees for residential property received. This property is residential/commercial. Fees for commercial property needed. Difference of \$2,773 is required to process application.

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

5/17/17: Email applicant to schedule site visit.

5/19/2017: Email applicant to follow up on scheduling site visit.

5/23/17: Confirm site visit for 5/24/17 at 11:00am.

INSPECTION OVERVIEW

Date and time of inspection: Wednesday, May 24, 2017; 11am

Parties present: Julia Wilke (property owner representative), Elisa Skaggs (Page & Turnbull), Shannon Ferguson and Shelley Caltigirone (SF Planning)

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

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

- Thorough sample of units/spaces
- Representative
- Limited

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

- Yes No Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:
- Yes No Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: See below
- Yes No Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted: *n/a*
- Yes No Conditions for approval? If yes, see below.

NOTES AND RECOMMENDATIONS

Historic Preservation Consultant

Page & Turnbull, 415-593-3224

High Property Value Exemption: Explain why this building is a significant resource, exceptional architectural style, and/or associated with important events. Address how granting the exemption will assist in its preservation.

Rehabilitation and maintenance plans: need detailed scopes of work with estimates and dates of completion. Also include longer term rehabilitation scopes of work that will be completed in the future. Rehabilitation and maintenance scopes of work for the following building features must be included:

Exterior

Woods Hall: Foundation/seismic, exterior stucco cladding, windows, roof, chimneys, entry pavilion, urns, wall, metal entry gate and sconces at entry pavilion, aedicule

Woods Hall Annex: foundation/seismic, exterior stucco cladding, windows, roof, chimneys, entry archway with columns and capitals, WPA plaque, retaining walls, historic exterior light fixtures

Interior

Woods Hall: lobby/entry hall

Woods Hall Annex: interior staircase and restore/maintain Kadish's Alchemy mural at top of stairwell at east end

Site

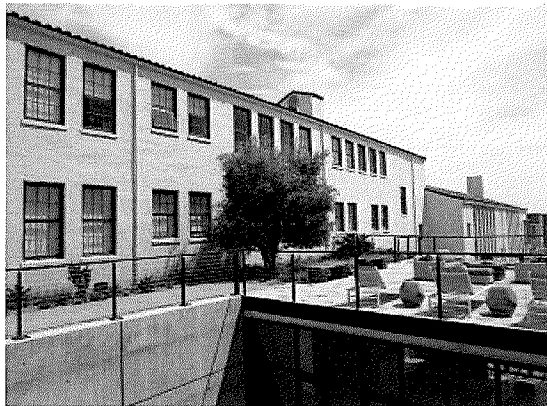
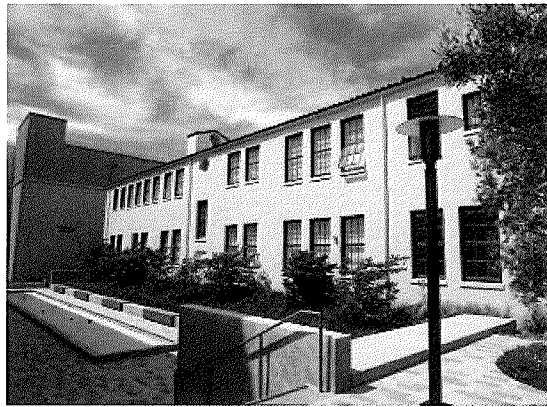
Sacred Palm.

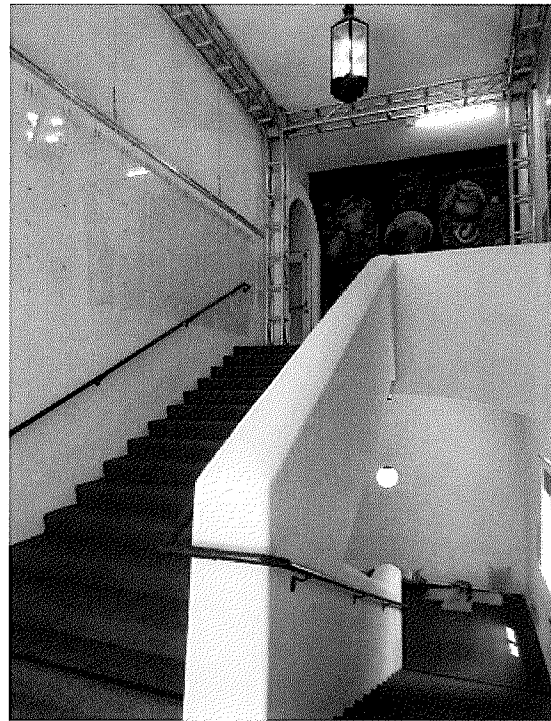
Consider restoring covered portions of mosaic by Maxine Albro located in entry gable at Buchanan and Haight streets.

Consider Restoring remaining portions of John Emmett Gerrity mural in lobby of Woods Hall

CONDITIONS FOR APPROVAL

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.

1 Mills Act Application	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Has each property owner signed? Has each signature been notarized?	
2 High Property Value Exemption Form & Historic Structure Report	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000. N/A <input type="checkbox"/> Have you included a copy of the Historic Structures Report completed by a qualified consultant?	
3 Draft Mills Act Historical Property Contract	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Are you using the Planning Department's standard "Historical Property Contract?" Have all owners signed and dated the contract? Have all signatures been notarized?	
4 Notary Acknowledgement Form	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Is the Acknowledgement Form complete? Do the signatures match the names and capacities of signers?	
5 Draft Rehabilitation/Restoration/Maintenancé Plan	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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?	
6 Photographic Documentation	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?	
7 Site Plan	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?	
8 Tax Bill	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Did you include a copy of your most recent tax bill?	
9 Rental Income Information	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?	
10 Payment	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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.	
11 Recordation Requirements	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be accompanied by the following in order to meet recording requirements: - All approvals, signatures, recordation attachments - Fee: Check payable to the Office of the Assessor-Recorder* in the appropriate recording fee amount. Please visit www.sfassessor.org for an up-to-date fee schedule for property contracts. - Preliminary Change of Ownership Report (PCOR). Please visit www.sfassessor.org for an up-to-date PCOR (see example on page 20).	

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: Alta Laguna, LLC	TELEPHONE: (415) 888-3405
PROPERTY OWNER 1 ADDRESS: 20 Sunnyside Ave., Suite B, Mill Valley, CA 94941	EMAIL: julia.wilk@woodpartners.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: 188 Buchanan, 200 Buchanan, 100 Waller Street, 101 Waller Street, 215 Haight St., 229 Haight St., 155 Laguna Street (formerly known as 55 Laguna)	ZIP CODE: 94102
PROPERTY PURCHASE DATE: 7/17/2013	ASSESSOR BLOCK/LOT(S): Block 0857, Lot 002
MOST RECENT ASSESSED VALUE: \$108,044,755	ZONING DISTRICT: <i>(value is for full parcel: Historic buildings are a portion of the parcel - 215 & 229 Haight Street - Woods Hall & Woods Hall Annex)</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? 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: 4/28/2017

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Marin)
On April 28, 2017 before me, Jennifer Molina, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Brian Rance
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

3. Property Value Eligibility:

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
The property is a Commercial/Industrial Building valued at less than \$5,000,000.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

*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: Alta Laguna, LLC
MOST RECENT ASSESSED PROPERTY VALUE: \$108,044,755
PROPERTY ADDRESS: 188 Buchanan, 200 Buchanan, 100 Waller Street, 101 Waller Street, 215 Haight St., 229 Haight St., 155 Laguna Street (formerly known as 55 Laguna). The historic addresses are 229 Haight (Woods Hall) and 215 Haight (Woods Hall Annex).

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: 4/28/2017

Owner Signature: _____

Date: _____

Owner Signature: _____

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

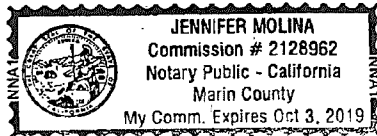
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)
On April 28, 2017 before me, Jennifer Molina, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brian Pianca
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

High Property Value Exemption Statement

Alta Laguna, LLC / 55 Laguna – Woods Hall and Woods Hall Annex

Woods Hall and Woods Hall Annex are listed in the National Register of Historic Places as contributors to the San Francisco State Teacher's College Historic District. In addition, Woods Hall and Woods Hall Annex are designated San Francisco Landmarks (Woods Hall #257 and Woods Hall Annex #258). These buildings are representative of broad patterns of events relating to the history of state Normal Schools in California and are architecturally significant because they embody the characteristics of the Spanish Colonial architectural style and are the work of master architect, State Architect George B. McDougal. Woods Hall Annex is significant as an example of an early WPA project in San Francisco and houses Rueben Kadish's Depression-era mural, Dissertation on Alchemy.

The Mills Ace property tax exemption will allow the recently preserved / rehabilitation buildings to be properly maintained.

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

Alchemy by Alta
PROPERTY NAME (IF ANY)
188 Buchanan, 200 Buchanan, 100 Waller Street, 101 Waller Street, 215 Haight St.,
229 Haight St., 155 Laguna Street (formerly known as 55 Laguna)
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 Alta Laguna, LLC ("Owner/s").

RECITALS
188 Buchanan, 200 Buchanan, 100 Waller Street,
101 Waller Street, 215 Haight St., 29 Haight St.,
Owners are the owners of the property located at 155 Laguna Street (formerly known as 55 Laguna), in San Francisco, California
PROPERTY ADDRESS
Block 0857 / Lot 002. The building located at 229 and 215 Haight Street

BLOCK NUMBER	LOT NUMBER	PROPERTY ADDRESS
		is designated as <u>a City Landmark pursuant to Article 10 of the Planning Code</u> (e.g. "a City Landmark pursuant to Article 10 of the Planning Code") and is also known as the <u>Woods Hall and Woods Hall Annex</u> 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 six million, two hundred sixty (\$ 6,262,436). See Rehabilitation Plan, Exhibit A.
two thousand, AMOUNT IN WORD FORMAT four hundred thirty six AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately forty eight thousand (\$ 48,000) annually. See Maintenance Plan, Exhibit B.
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

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

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

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

Mills Act Application

1. Application of Mills Act.

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

2. Rehabilitation of the Historic Property.

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

3. Maintenance.

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

4. Damage.

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

5. Insurance.

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

6. Inspections.

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

7. Term.

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

8. Valuation.

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

9. Termination.

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

10. Notice of Nonrenewal.

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

11. Payment of Fees.

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

12. Default.

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

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

Mills Act Application

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

13. Cancellation.

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

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 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)

See attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Marin)
On April 28, 2017 before me, Jennifer Molina, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brian Pianza
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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 19C
 San Francisco, CA 94102
 www.sfassessor.org (415) 554-5596

FOR ASSESSOR'S USE ONLY

ASSESSOR'S PARCEL NUMBER _____
 SELLER/TRANSFEROR _____
 BUYER'S DAYTIME TELEPHONE NUMBER () _____
 BUYER'S EMAIL ADDRESS _____
 STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY _____
 MAIL PROPERTY TAX INFORMATION TO (NAME) _____
 ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____
 YES 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.

REHABILITATION: completed in 2016

MAINTENANCE: *based on recommendations included in Page & Turnbull's HSR*

Item	Scope	Frequency
Woods Hall		
	1 clean and inspect gutter systems	regularly
	2 check bolts on sconces at entry for security	regularly
	3 verify ADA hardware for proper functionality	regularly
	4 inspect windows for glass breakage and any paint deterioration. Repaint or repair as needed.	regularly
	5 inspect interior light fixtures for proper function and safety	regularly
	6 survey and clean out lightwells at windows along Buchanan and Haight Streets	regularly
	7 clean building exterior for debris and accumulated dirt	yearly
	8 evaluate exterior for cracks or spalls, patch as needed	every 5-7 years
	9 repaint the exterior	every 10 years
	10 repaint at windows	every 10 years

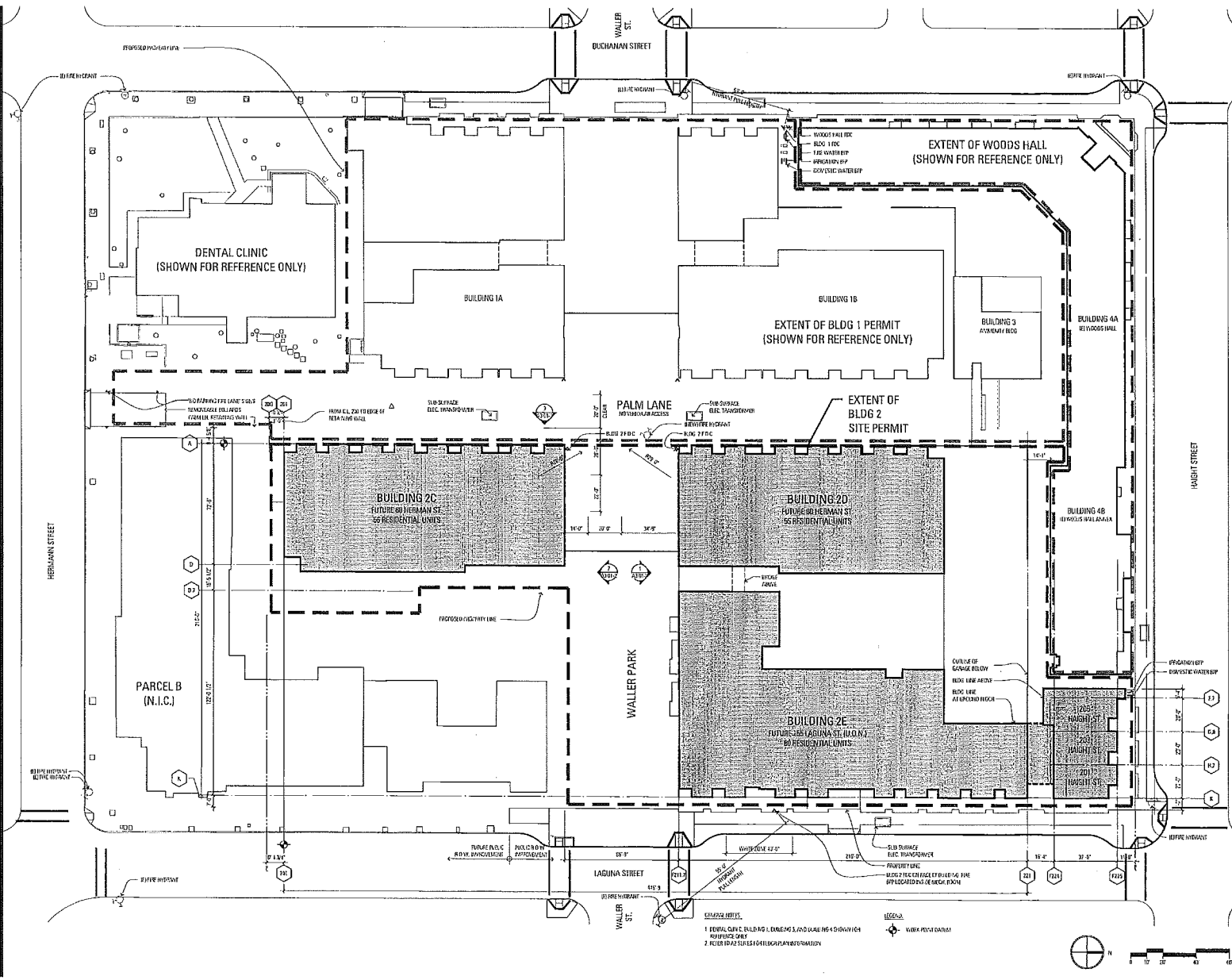
Woods Hall Annex		
	1 clean drip ledges and projecting elements along the walls, especially under the tree on Haight street	regularly
	2 inspect locking mechanisms and ADA operators for proper function	regularly
	3 evaluate security of the steel window grates along Haight Street	regularly
	4 check and clear light wells of trash and debris	regularly
	5 clean graffiti on mural	one-time

**ALTA LAGUNA
 BUILDING 2**
 218 BUCHANAN ST., SAN FRANCISCO, CA

PROJECT NO.	17-001
DATE	08/14/17
SCALE	AS SHOWN
DESIGNED BY	BAR ARCHITECTS
DRAWN BY	BAR ARCHITECTS
CHECKED BY	BAR ARCHITECTS
DATE	08/14/17
PROJECT NO.	17-001
DATE	08/14/17
SCALE	AS SHOWN
DESIGNED BY	BAR ARCHITECTS
DRAWN BY	BAR ARCHITECTS
CHECKED BY	BAR ARCHITECTS
DATE	08/14/17



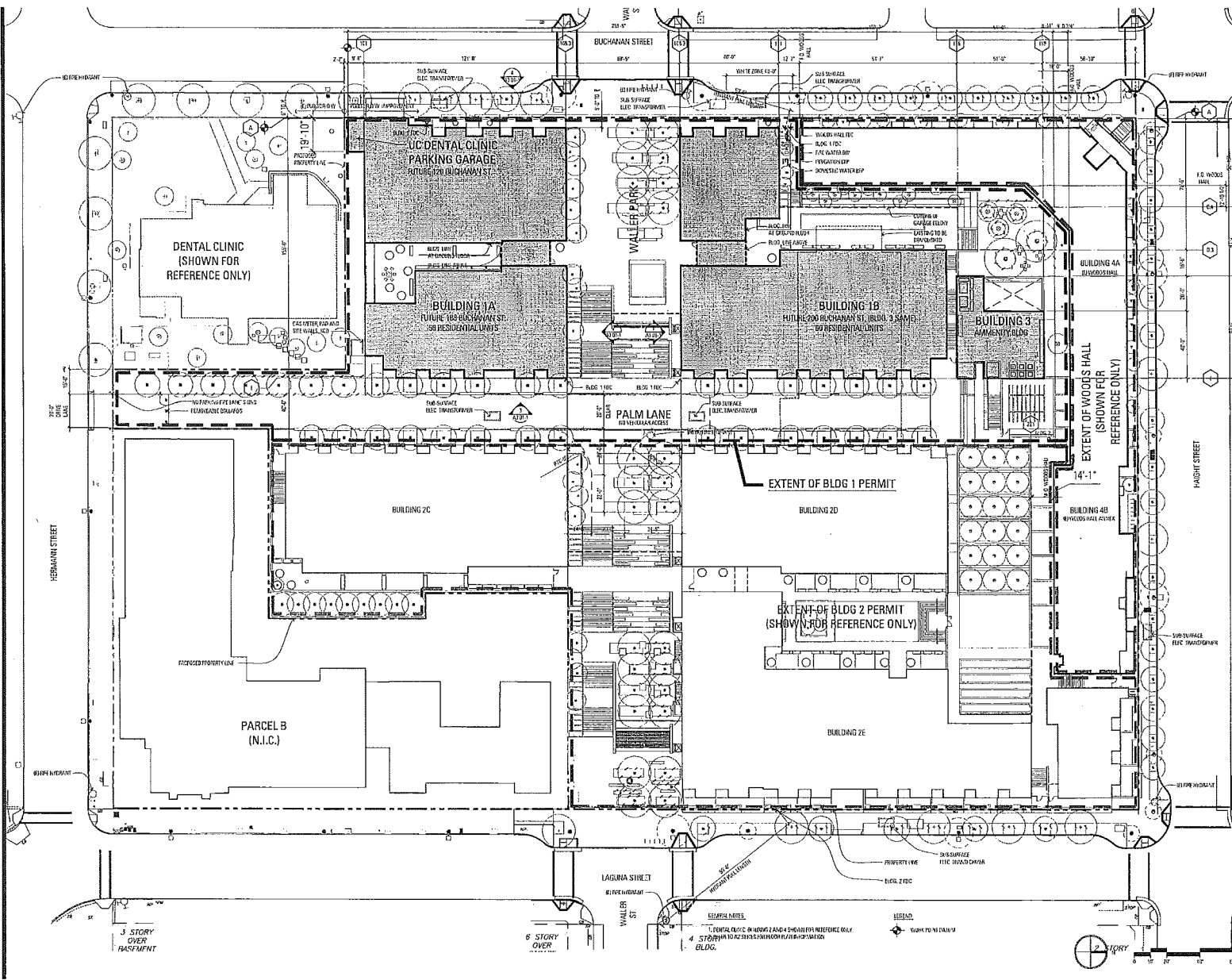
**BUILDING 2
 SITE PLAN,
 ADDRESSING DIAGRAM**



1. DENTAL CLINIC, BUILDING 1, BUILDING 3, AND BUILDING 4 SHOWN FOR REFERENCE ONLY.
2. REFER TO 22 SERIES FOR BUILDING PLAN AND SECTION.

LEGEND
 WATER PERMIT DATA

BAR architects
 901 Battery Street, Suite 300
 San Francisco, CA 94111
 415.224.5700
 www.bar.arch.com



**ALTA LAGUNA
 BUILDING 1**
 100 BUCHANAN ST., SAN FRANCISCO, CA

DATE	11/14/14
PROJECT	ALTA LAGUNA BUILDING 1
CLIENT	ALTA LAGUNA
DESIGNER	BAR ARCHITECTS
CONTRACTOR	ALTA LAGUNA
ENGINEER	ALTA LAGUNA
PLUMBER	ALTA LAGUNA
ELECTRICIAN	ALTA LAGUNA
MECHANICAL	ALTA LAGUNA
LANDSCAPE	ALTA LAGUNA
ARCHITECT	ALTA LAGUNA

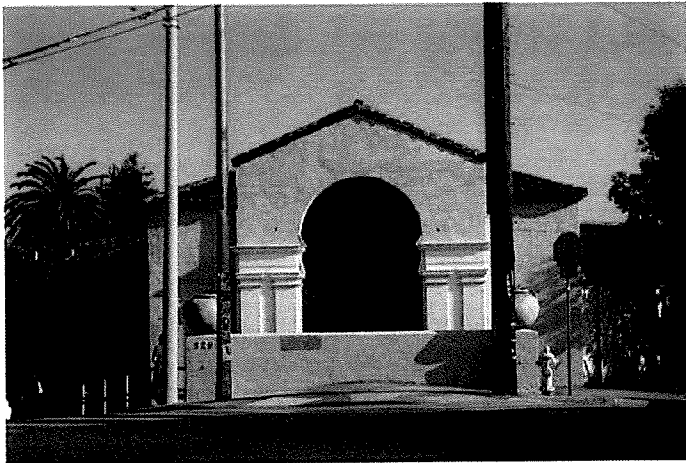


**BUILDING 1
 SITE PLAN,
 ADDRESSING DIAGRAMS**

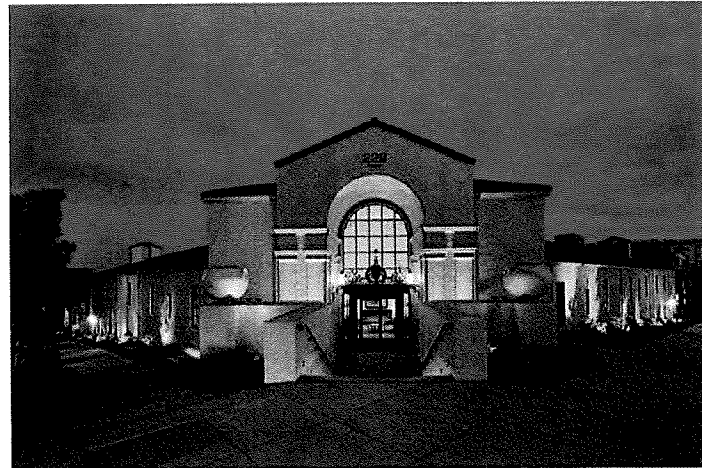
#6

Woods Hall Exterior Entry

Before

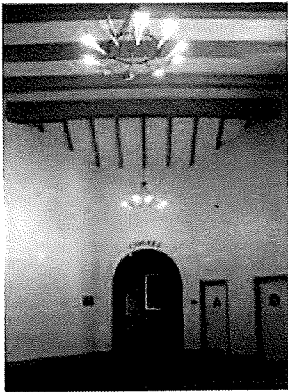


After



Woods Hall Interior Entry

Before



After

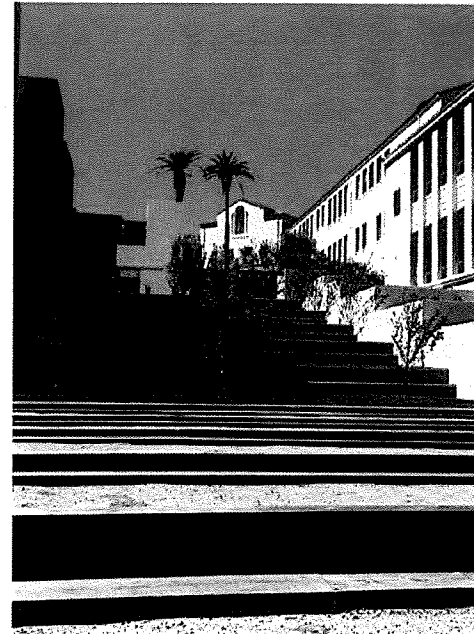


Woods Hall Annex Courtyard

Before



After





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

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

For Fiscal Year July 1, 2016 through June 30, 2017

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
06	0857	002	085700020	1.1792%	October 14, 2016	55 LAGUNA

Assessed on January 1, 2016
 To: ALTA LAGUNA LLC

ALTA LAGUNA LLC
 20 SUNNYSIDE AVE SUITE B
 MILL VALLEY CA 94941

Description	Assessed Value	
	Full Value	Tax Amount
Land	10,624,585	125,285.10
Structure	96,000,000	1,132,032.00
Fixtures		
Personal Property	1,420,170	16,746.64
Gross Taxable Value	108,044,755	1,274,063.75
Less HO Exemption		
Less Other Exemption		
Net Taxable Value	108,044,755	\$1,274,063.75

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
98	SF - TEACHER SUPPORT	(415) 355-2203	236.98
Total Direct Charges and Special Assessments			\$315.98

▶ TOTAL DUE		\$1,274,379.72
1st Installment	2nd Installment	
\$637,189.86	\$637,189.86	
Due: November 1, 2016	Due: February 1, 2017	
Delinquent after Dec 10, 2016	Delinquent after April 10, 2017	

Pay online at SFTREASURER.ORG

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



City & County of San Francisco
 Secured Property Tax Bill
 For Fiscal Year July 1, 2016 through June 30, 2017

Pay online at SFTREASURER.ORG

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
06	0857	002	085700020	1.1792%	October 14, 2016	55 LAGUNA

Check if contribution to Arts Fund is enclosed.
 For other donation opportunities go to www.Give2SF.org

Detach stub and return with your payment.
 Write your block and lot on your check.
 2nd Installment cannot be accepted unless 1st is paid

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

2

If paid or postmarked after April 10, 2017 the amount due (includes delinquent penalty of 10% and other applicable fees) is: \$700,953.84

▶ 2nd Installment Due
\$637,189.86

0608570000200 035117 00000000 00000000 0000 2003



City & County of San Francisco
 Secured Property Tax Bill
 For Fiscal Year July 1, 2016 through June 30, 2017

Pay online at SFTREASURER.ORG

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
06	0857	002	085700020	1.1792%	October 14, 2016	55 LAGUNA

Check if contribution to Arts Fund is enclosed.
 For other donation opportunities go to www.Give2SF.org

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

1

If paid or postmarked after December 10, 2016 the amount due (includes delinquent penalty of 10% and other applicable fees) is: \$700,908.84

▶ 1st Installment Due
\$637,189.86

0608570000200 035117 00000000 00000000 0000 1003

#9

ALCHEMY BY ALTA
2017 SUMMARY BUDGET

Description	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	2017 Total	Per Unit	2016 Projected	Per Unit	2016 Budget	Per Unit	Additional Input	Per Unit	Comments	
INCOME																						
TOTAL RENTAL INCOME	\$986,151	\$1,059,561	\$1,177,104	\$1,271,369	\$1,266,446	\$1,158,464	\$1,292,348	\$1,252,975	\$1,239,838	\$1,270,241	\$1,281,641	\$1,282,456	\$14,509,735	\$43,509	\$5,249,088	\$15,990	\$5,045,076	\$19,297	\$0	\$0		
OTHER INCOME	\$41,079	\$49,426	\$61,395	\$64,254	\$71,574	\$83,483	\$76,340	\$82,333	\$87,527	\$81,075	\$17,612	\$53,926	\$860,734	\$2,608	\$219,843	\$666	\$465,917	\$1,409	\$0	\$0		
RETAIL INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL INCOME	\$1,027,230	\$1,107,986	\$1,238,499	\$1,335,623	\$1,338,014	\$1,241,947	\$1,330,688	\$1,335,307	\$1,327,365	\$1,351,316	\$1,338,853	\$1,366,482	\$15,370,459	\$46,877	\$5,468,942	\$16,673	\$5,513,095	\$16,706	\$0	\$0		
EXPENSES																						
PAYROLL AND RELATED EXPENSE	\$83,657	\$71,339	\$91,876	\$56,744	\$50,952	\$76,638	\$61,107	\$93,498	\$93,046	\$61,999	\$93,761	\$59,342	\$818,918	\$2,462	\$708,542	\$2,147	\$920,108	\$2,816	\$0	\$0		
UTILITIES	\$59,037	\$65,897	\$57,838	\$65,703	\$53,694	\$53,886	\$54,456	\$54,238	\$53,608	\$53,721	\$53,699	\$54,017	\$600,074	\$2,000	\$606,270	\$1,837	\$370,445	\$1,123	\$0	\$0		
LANDSCAPING AND CONTRACT SERVICES	\$37,360	\$51,710	\$44,000	\$43,810	\$45,710	\$43,610	\$43,310	\$46,880	\$51,460	\$51,460	\$46,880	\$43,960	\$591,870	\$1,672	\$394,783	\$1,193	\$328,367	\$999	\$0	\$0		
REDECORATING MAKE READY	\$930	\$1,850	\$3,420	\$2,810	\$6,030	\$19,789	\$6,110	\$6,950	\$6,490	\$5,670	\$2,350	\$2,950	\$67,270	\$174	\$2,225	\$7	\$2,650	\$8	\$0	\$0		
REPAIR & MAINTENANCE	\$8,975	\$6,475	\$7,075	\$7,825	\$6,925	\$7,025	\$7,075	\$8,575	\$7,675	\$8,625	\$7,075	\$7,175	\$83,600	\$268	\$62,300	\$189	\$73,000	\$224	\$0	\$0		
LEASING & MARKETING	\$21,160	\$21,284	\$25,313	\$19,100	\$19,394	\$25,288	\$16,304	\$18,519	\$25,065	\$19,244	\$19,269	\$26,838	\$259,921	\$789	\$328,180	\$958	\$349,287	\$1,053	\$0	\$0		
OFFICE AND ADMINISTRATIVE	\$9,767	\$9,767	\$10,184	\$8,662	\$8,992	\$10,077	\$16,679	\$9,379	\$9,379	\$9,147	\$8,804	\$10,202	\$114,966	\$348	\$109,154	\$331	\$84,015	\$259	\$0	\$0		
MANAGEMENT FEES	\$39,877	\$33,240	\$37,155	\$40,009	\$40,140	\$37,258	\$35,321	\$49,059	\$35,833	\$49,833	\$40,787	\$43,984	\$491,114	\$1,367	\$199,183	\$591	\$190,251	\$576	\$0	\$0		
PROPERTY TAXES	\$118,809	\$118,800	\$118,800	\$118,800	\$118,800	\$118,800	\$118,800	\$118,800	\$118,800	\$118,800	\$118,800	\$118,800	\$1,425,600	\$4,328	\$648,317	\$1,662	\$457,600	\$1,388	\$0	\$0		
PROFESSIONAL FEES	\$0	\$260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260	\$1	\$257	\$1	\$0	\$0	\$0	\$0		
INSURANCE	\$25,517	\$26,517	\$26,517	\$26,517	\$26,517	\$26,517	\$26,517	\$26,517	\$26,517	\$26,517	\$26,517	\$26,517	\$318,204	\$964	\$144,727	\$439	\$212,135	\$643	\$0	\$0		
TOTAL OPERATING EXP	\$381,279	\$399,058	\$421,957	\$379,728	\$387,751	\$410,079	\$386,977	\$394,306	\$433,866	\$393,888	\$378,602	\$388,865	\$4,755,643	\$14,411	\$3,098,938	\$9,385	\$2,960,628	\$8,790	\$0	\$0		
NET OPERATING INCOME	\$647,951	\$708,928	\$816,541	\$955,895	\$950,263	\$831,868	\$943,711	\$941,001	\$893,515	\$957,128	\$960,051	\$975,617	\$10,614,816	\$32,168	\$2,372,004	\$7,188	\$2,612,465	\$7,917	\$0	\$0		

Alfa Laguna

Owner Occupied vs. Rental Income Areas - for full parcel 0557-002

Owner-occupied units = 6

Rental income units = 324

Average unit size = 930

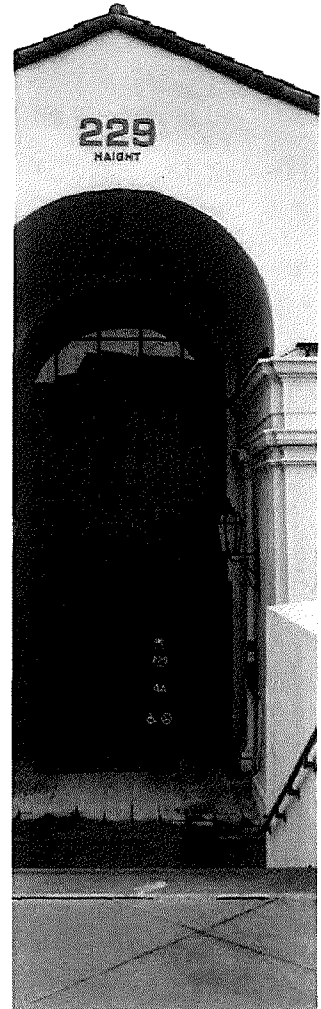
Owner-occupied square footage: 6 units x 930 sf = 5,580 sf

Rental income square footage: 324 units x 930 sf = 301,320 sf

FOCUSED HISTORIC STRUCTURE REPORT
WOODS HALL
WOODS HALL ANNEX
SAN FRANCISCO, CALIFORNIA
[17112]

PREPARED FOR: WOOD PARTNERS

PRIMARY PROJECT CONTACT:
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San Francisco, CA 94104
415.593.3224 / 415.362.5560 fax
skaggs@page-turnbull.com



PAGE & TURNBULL

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

APRIL 2017

*Boards HSR - Wood Hill & Wood Hill Annex
DR. IFT - April 2017*

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Proposed HSR - Woods Hall & Woods Hall Annex
DRAFT April 2017

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INTRODUCTION

The Mills Act Historical Property Contract requires all commercial properties that are assessed at a value of more than \$5M 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 including short-term and long-term recommendations for maintenance.

This Focused Historic Structure Report for Woods Hall and Woods Hall Annex serves to fulfill the requirements of the Mills Act and primarily focuses on conditions and treatment recommendations for the exterior of the building (Woods Hall) and its addition (Woods Hall Annex).

BRIEF HISTORY

Woods Hall and Woods Hall Annex were built in 1926 and 1935, respectively, for the San Francisco State Teacher's College (San Francisco Normal School). George B. McDougall, State Architect, initiated a master plan for the San Francisco campus, which was developed in phases as funding became available. Woods Hall Annex was completed with the assistance of the Works Progress Administration (WPA). Woods Hall and Woods Hall Annex originally served as the science building, and previously were named Anderson Hall and Anderson Hall Annex.

WPA artists completed murals for the building and addition ca. 1937. Maxine Albro created an elaborate mosaic mural over the entry to Woods Hall (later removed). John Emmett Gerrity completed a large mounted canvas mural in the interior lobby of Woods Hall. Small portions of the Gerrity mural were removed to make way for doorways and the mural was eventually painted over. Reuben Kadish executed the mural known as "A Dissertation on Alchemy," which is located at the top of the stairwell at the east end of Woods Hall Annex.



Figure 1 - Anderson (Woods) Hall under construction (ca. 1926). Source: San Francisco State University Archives



Figure 2 - Anderson (Woods) Hall (ca. 1940). Source: San Francisco State University Archives.

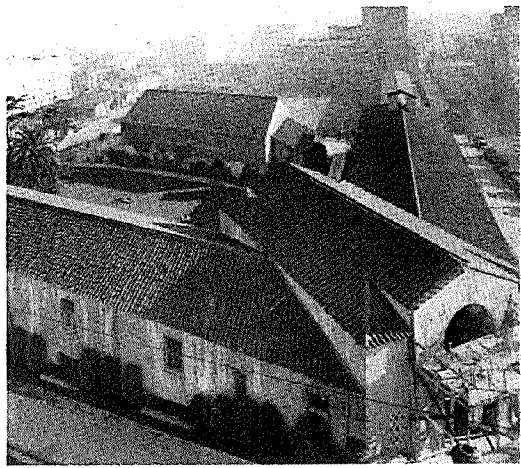


Figure 3 - Aerial photograph of Anderson (Woods) Hall with Albro's mosaic mural in process (1937). Source: San Francisco State University Archives.



Figure 4 - Completed Albro mosaic mural on Anderson (Woods) Hall (ca. 1940). Source: San Francisco State University Archives.

In 1957 Woods Hall and Woods Hall Annex became part of a University of California extension campus. The building and addition were recently rehabilitated and converted into multi unit residential housing as a part of the Alta Laguna project.

HISTORIC SIGNIFICANCE

Woods Hall and Woods Hall Annex are individual San Francisco Landmarks under Planning Code Article 10; Woods Hall is Landmark No. 257 and Woods Hall Annex is Landmark No. 258. The building and addition are also contributors to the San Francisco State Teacher's College Historic District, which is listed in the National Register of Historic Places and subsequently in the California Register of Historical Resources.

As described in the San Francisco Landmark Designation, Woods Hall and Woods Hall Annex are significant for their association with historic events, including the "development of Normal Schools in California, for their association with the expanding role of state and federal government in education in the 1920s and 1930s, and for their association with the Works Progress Administration (WPA)." The Landmark Designation also states the buildings are significant for their architecture as "examples of a transitional style of Spanish architecture as employed by the Office of the State Architect, in particular by George B. McDougall."



Figure 5 - John Emmett Gerrity, "Inventions of Man," oil on canvas in Woods Hall (w/d). Source: Daughters of John Gerrity.

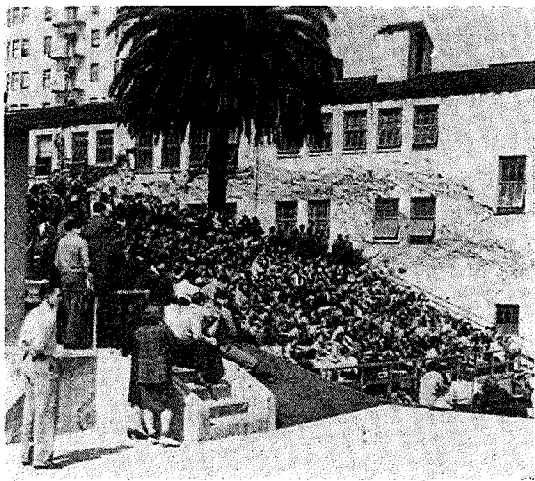


Figure 5 - Student body around the Sacred Palm, in front of Anderson (Woods) Hall (1940). Source: San Francisco State University Archives.

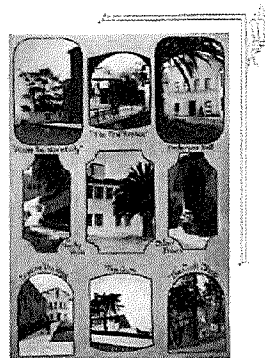


Figure 7 - Yearbook page with shots of Anderson (Woods) Hall and Annex (1928). Source: San Francisco State University Archives.



Figure 8 - John Emmett Gerrity working on "Inventions of Man" (1930). Source: Daughters of John Gerrity.



Figure 9 - Reuben Kadish, "Disertation on Alchemy" in Anderson (Woods) Hall Annex (date unknown). Source: National Archives.

ARCHITECTURAL DESCRIPTION

The following descriptions of the campus and individual buildings are primarily taken from the 2007 *San Francisco Planning Commission Landmark Designation Report for the U.C. Extension Center at 55 Laguna Street*. Where appropriate, other descriptions have been adapted from the 2005 *Page & Turnbull, Inc. Historic Resource Evaluation for the Laguna Extension Campus*, the 2009 *National Register of Historic Places nomination for San Francisco State Teacher's College*, or the 2012 *Page & Turnbull, Inc. ULABS Level II Documentation Report*. Adaptations have been made based on the newly rehabilitated condition of the buildings.



Figure 10 - Woods Hall, April 2017. Photo by Page & Turnbull

WOODS HALL

Woods Hall was built in 1926. The two-story building wraps around the corner of Haight and Buchanan Streets at the northwest corner of the campus. The site is relatively level along Buchanan, but on Haight is steeply sloped. The exterior elevations are very austere on the street side and function to focus the building inward toward the courtyard and campus. Woods Hall has two main wings linked by an elaborate entrance pavilion and has a combination hip and gable roof clad in red terracotta roof tile. The concrete walls are covered in stucco. Woods Hall is designed in the Spanish Colonial Revival style with restrained cast concrete ornament.

WOODS HALL ENTRY PAVILION, EXTERIOR

The entry pavilion is sited at a forty-five degree angle at the corner of Haight and Buchanan. The entry is the building's primary architectural statement and functionally serves as a connector between the north and west wings. The entry pavilion is set back from the street and partially screened behind a concrete wall with two concrete urns. These urns are an important element which emphasize the portal and shape its relationship to the street. The wall conceals a short run of stairs and a modern... ramp [that provides accessibility to the main entrance. The wall was originally continuous but an opening was cut into its center when the building was rehabilitated. The opening and new steps provide direct access from

the corner of Buchanan and Haight streets. The entry itself is deeply recessed within a barrel-vaulted vestibule. Pairs of Tuscan pilasters flank the vestibule entrance. The pilasters visually support the semi-circular arched barrel vault contained within a simple gable. The careful and individual detailing of the capitals are evidence of the fine workmanship that was lavished on the building entry.

[The doors into the building are glazed with aluminum frames.] The doors are set behind cast metal screens decorated with a profusion of abstract floral motifs culminating in a crest composed of an open book. The entry gable was the location of a WPA marble mosaic done by Maxine Albro. This mosaic, which is covered or has been removed, reflected the floral motif with the open book that is found in the entry gates.

The exterior street facades of Woods Hall are quite simple, consisting primarily of stucco-finished concrete walls punctuated by small wood-frame windows on the upper level and wood-frame windows on the lower level. These are deeply recessed into the walls. [New windows were installed as part of the 2015 rehabilitation scope. The new windows are narrower than the original wood windows.] At the sidewalk level there is a series of light wells with grates that allow light into the first-story windows. The north wing connects into the neighboring Woods Hall Annex on the east.

Contrasting with the almost defensive character of the north and west facades are the amply fenestrated south and east facades that face toward the inner courtyard. Both wing facades are relatively similar and modestly treated. Both have stucco-finished concrete walls articulated by a regular grid of door and window openings on the first and second floors. The windows are mostly wood awning sash with a few casements. There are some replacement aluminum windows.

The angled entry pavilion's rear elevation is the most prominent feature on the courtyard side of the building. The gable end is occupied by an arched opening, technically called an *edicule*, which is inset with a geometric grid, a motif later repeated in the belfry of Richardson Hall [the building diagonally across the Alta Laguna campus]. Columns frame the opening. Awning windows are found at both the first and second floor levels.¹

WOODS HALL, INTERIOR

Today, the interior of Woods Hall has been modified from classrooms and offices into small apartment units. The single-loaded corridors remain as does the large formal entry lobby.

"The lobby is the most architecturally important interior space of Woods Hall. Octagonal in plan, this double-height space retains its... roof rafters... The ornamental cast-iron entry gate and the large barrel vault of the main entry are clearly visible from the octagonal lobby. This space was decoratively treated with an applied canvas mural by Bay Area artist, John Emmett Gerrity. Completed as a WPA

¹ San Francisco Planning Commission, Landmark Designation Report for the UC Extension Center at 55 Laguna Street formerly San Francisco State Teacher's College, Case No. 207.02191, June 7, 2007, 8-9.



Figure 11 – Woods Hall Annex, from Haight Street. Photo by Page & Turnbull.

commission, the mural covered all eight walls of the octagonal space.²

An interpretive plaque on the wall indicates that the mural was largely removed, though some parts remain, and has been left painted over.

Interiors of the housing units were not accessed during this evaluation.

WOODS HALL ANNEX

Built in 1935 as an addition to Woods Hall, Woods Hall Annex maintains the Spanish Colonial Revival style of the earlier buildings on the campus. It was built by the WPA as a part of the federal government's depression era public works programs. The Annex has plaster-covered concrete exterior walls and a side gable roof clad in terra cotta tile. Similar to other buildings on the campus, the walls that face the street are sparsely fenestrated, while the south wall, facing the courtyard, is amply fenestrated with full-height windows which allow light into the classrooms along this side of the building.

The most important architectural feature of the north elevation on Haight Street is the projecting entry pavilion. This entry pavilion features a cast stone arch [with two Romanesque columns on either side of the arch]. The main entry was flanked on either side by cast-metal light fixtures, which are now missing. The original doors have been replaced by contemporary wood doors. The second level is largely

2. San Francisco Planning Commission, Landmark Designation Report for the U.C. Extension Center at 55 Laguna Street, formerly San Francisco State Teacher's College, Case No. 207-02191, June 7, 2007, 9.

blank with the exception of four window openings fitted with wood casement windows. Concrete retaining walls and grates provide light and air to basement windows below grade. Part of the north facade is obscured by olive and ficus trees.

Facing the interior courtyard, the south facade of the building responds to the steep slope of the site. The entry on this side has a large steel window. Directly above the entry is a large steel multi-light industrial oriel window that projects outward from the wall on concrete brackets. A grid of regularly spaced fenestration dominates the rest of the south facade.

The first and second floors contain distinctive interior architectural features and materials. The main, first floor, corridor is embellished with ample cornice moldings and door/window surrounds executed in plaster in the Spanish Colonial Revival mode. The main corridor has [one niche remaining] originally used as water fountains. These feature marble bases, tile backing and arched moldings above. The north wall of the main corridor has an ornate cornice molding running the length of the building. This feature is interrupted by a large arched opening flanked by square piers. Midway along the north wall of the corridor the main entry is capped by a lobed niche.

The main corridor on the second floor is not as elaborately finished as the first floor, although it has some distinctive materials and features including chamfered ceiling moldings, a running cornice molding, large square piers and small arched water fountain niches with ceramic tile backing, marble base and an eyebrow molding. The second floor corridor also has an arched barrel vault midway along its length. At the second floor landing of the [east] stair there is an important WPA mural, titled "A Dissertation on Alchemy," painted in 1935 by muralist Reuben Kadish.... It is considered one of the best examples of Kadish's work.⁵

Today the interior walls are painted white, with the exception of the second floor mural and west stairwell, and the concrete floors are carpeted. Rooms off the corridors have been modified and subdivided into workroom and gallery space for the occupying art center. The west stairwell exits into a public corridor with access through the building between Haight Street and the gardens in the public open space in the courtyard. Restrooms are new. The second floor boasts exposed steel trusses and plank sheathing in a vaulted ceiling in the large workspace. Steel channels cast into the concrete walls remain.

⁵ San Francisco Planning Commission, Landmark Designation Report for the U.C. Extension Center at 55 Laguna Street, formerly San Francisco State Teachers' College, Case No. 207-02191, June 7, 2007, 9-10.

EXISTING CONDITIONS, ALTERATIONS, AND RECOMMENDATIONS ORGANIZED BY MATERIAL/COMPONENT

Woods Hall and Wood Hall Annex were surveyed by Page & Turnbull staff on April 6 and April 13, 2017. Weather was wet and cool, with overnight rain and intermittent drizzling during both days of survey. Visual survey was conducted from street and floor levels only using a digital camera and/or binoculars.

With the recent rehabilitation, both of the buildings are generally in excellent condition. Alterations are noted below based on available information and visual survey. Treatment recommendations are given with preference toward future maintenance work as the buildings are returned to service after the recent rehabilitation. All warranty information related to newly installed materials or paint should be referenced for end-of-service-life timelines for expected replacement.

WOODS HALL

CONCRETE & STUCCO

The exterior walls of Woods Hall are in good condition. Walls show no evidence of cracking or spalling and are recently painted. Proper gutter placement and operation is an issue. Some areas of mud splashback are evident around the building where water comes off the roof directly and not into gutters (which can deteriorate the paint and harm the walls over time). In one location, run off from the entry tower's gutters washes on to the roof of the Haight street wing and directly on to the ADA ramp and not into a gutter.

Gutter systems should be cleaned and regularly inspected for proper function. A solution for the run off at the ADA ramp should be considered. The building exterior should be cleaned for debris and accumulated dirt, especially at drip ledges. Every 5-7 years, evaluate the exterior for cracks or spalls, patching as needed. Approximately every 10 years, repaint the exterior.

DOORS

The current aluminum doors at the exterior are new, having been replaced as part of the rehabilitation; they are in good condition. At the entry pavilion, the cast metal grillwork and sconces are also in good repair. The bolts securing the sconces into the concrete entry portal, however, are already showing rust and should be checked regularly for security.

ADA pathways to doorways are well marked, but in fair condition. In multiple locations, ADA equipment was inoperable or malfunctioning. ADA hardware should be frequently verified for proper functionality.

Interior doors are all in good condition. Operability was not evaluated as doors are connected to living units.

WINDOWS

Windows are typically single pane, double hung wood windows in good or fair condition. Some non-



Figure 12 - The downspout from the upper roof sheds water onto this area of the lower roof, which bypasses the gutter and spills onto the ADA ramp into the Entry Pavilion. Photo by Page & Turnbull, 2017.



Figure 13 - The ADA pushplates at these courtyard doors only open the door this much. Photo by Page & Turnbull, 2017.



Figure 14 - Splashback on the exterior walls. Photo by Page & Turnbull, 2017.



Figure 15 - (above) A rusting bolt anchoring the sconces.
Photo by Page & Turnbull, 2017

Figure 16 - (left) The entry pavilion. Photo by Page & Turnbull, 2017

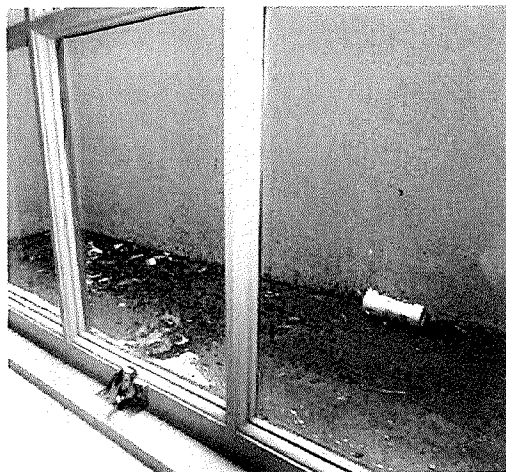


Figure 17 - Debris and trash in the lightwell. Photo by Page & Turnbull, 2017

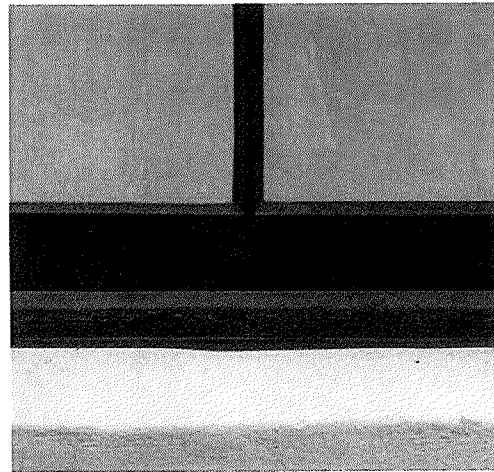


Figure 18 - UV degradation and fading of the paint on the windows in the courtyard. Photo by Page & Turnbull, 2017

historic insertions are fixed, non-divided, insulated glass windows. Windows along the courtyard, facing south and east, already show signs of UV damage (bleaching or delaminating) of the paint on the window sashes. No broken or cracked glazing was seen. Windows should be regularly inspected for glass breakage and any paint deterioration. Repaint or repair as needed. Windows should be repainted approximately every 10 years.

ROOF & GUTTERS

The clay tile roof is in good condition. There was no visible leaking on the building interior, but the attic areas were not accessed. Gutters are hidden underneath the drip edge of the tiles, and downspouts were actively shedding water during the evaluation. As mentioned above, however, some gutter areas are not functioning properly and should be assessed for proper function to prevent early deterioration of exterior wall finishes.

INTERIORS

Significant interior spaces are limited to the hallways and main lobby beyond the entry pavilion; all are in good condition. In the historic lobby and hallways floors are carpeted and walls are painted. In the main lobby, the pendant light fixtures are missing a bulb and have two that are not working. Light fixtures, especially those hanging over seating areas, should be regularly inspected for proper function and safety.

SITE

Site condition is good; areas are manicured and well taken care of. Lightwells at the windows along Buchanan and Haight streets should be regularly surveyed and cleaned for accumulating build-up of leaves, trash, and other debris.



Figure 19 - The main lobby interior carpeted and painted. Photo by Page & Turnbull, 2017

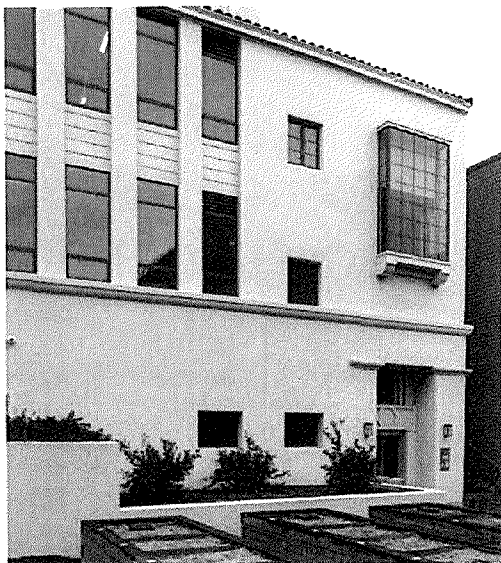


Figure 20 - Variety of windows on the south facade, all in good condition after the rehabilitation. Photo by Page & Turnbull



Figure 21 - The street entry with replaced doors. Photo by Page & Turnbull, 2017

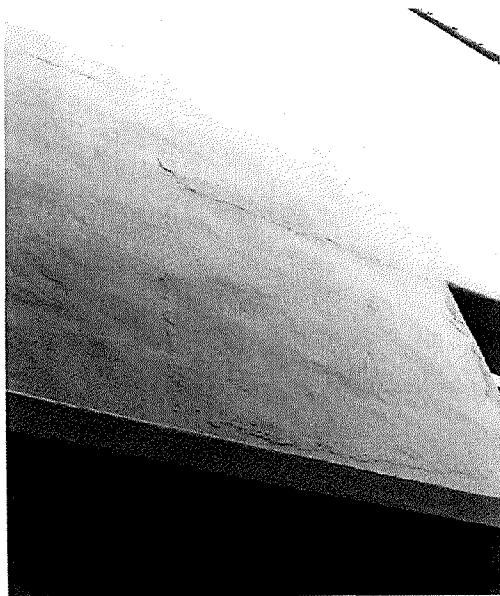


Figure 22 - Visible bulging at the crack repair on the east facade of the Annex; there is the potential here for failure in the future. Photo by Page & Turnbull

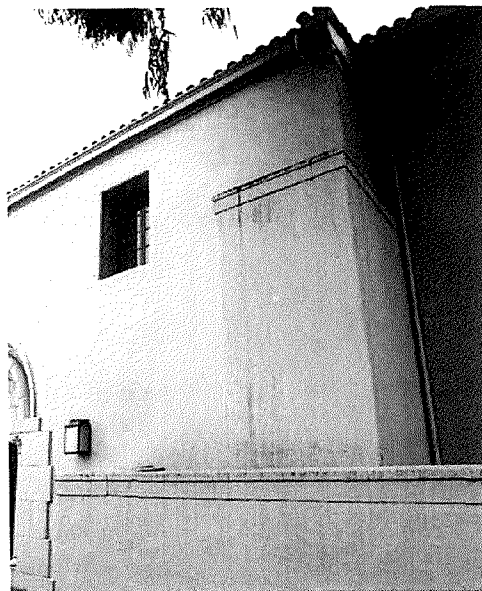


Figure 23 - Areas under this rice on Haight Street could be cleaned, and will require it more regularly than others on the facade. Photo by Page & Turnbull

WOODS HALL ANNEX

CONCRETE & STUCCO

The painted exterior of the Woods Hall Annex is in good condition, including the features at the decorative entry portal. Walls, especially those along access walkways should be annually evaluated for evidence of cracking and spalling. Recent repairs are not completely flush within the historic surfaces and may prematurely crack or spall onto pathways below. Drip ledges and projecting elements along the walls should be regularly cleaned to prevent particulate accumulation or crusting over time, especially under the tree on Haight Street.

DOORS

Exterior doors are all recent aluminum replacements and are in good condition. Locking mechanisms and ADA operators should be regularly inspected for proper function.

WINDOWS

Windows are varied around the Annex. Wood casement windows along Haight Street are in good condition. The south facade's large steel industrial window, and steel awning windows at the basement level are also in good condition. Insulated aluminum windows fill the large, narrow openings spanning the height of the Annex, and they are also in good condition with operable awnings. As with the other painted windows on the site, all windows should be inspected periodically for finish deterioration or breakage and repaired as needed. Security of the steel window grates along Haight Street should also be evaluated regularly.

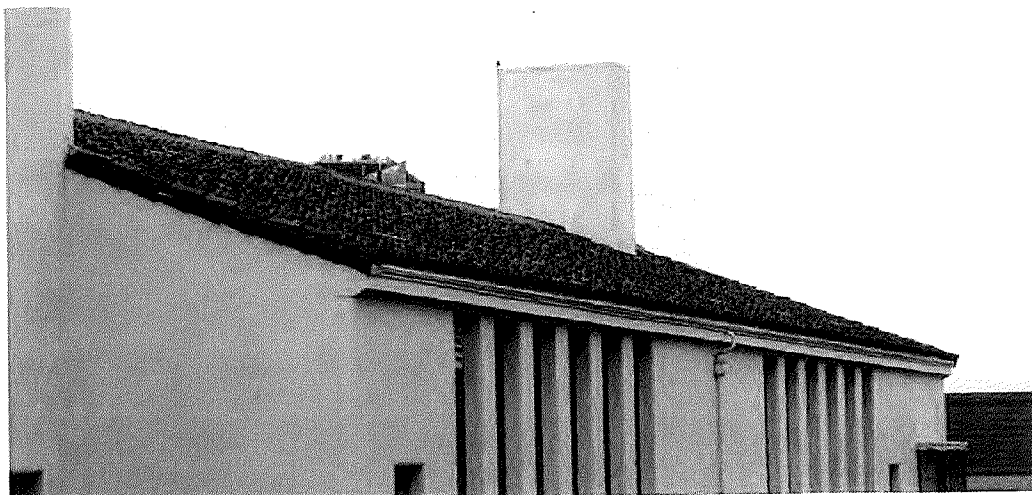


Figure 24 - The roof on Woods Hall Annex in good condition. Photo by Page & Turnbull

ROOF & GUTTERS

The clay tile roof is in good condition. No areas of debris accumulation are visible, and no leaks were evident in accessible areas inside the building. Functionality or stability of the chimney atop the gabled roof was not evaluated.

INTERIORS

The interiors of the Woods Hall Annex are in good condition. Rehabilitation construction was nearing completion at the time of the survey. Interior plaster work was freshly painted and installed carpet protected against ongoing work. Final cleaning and mechanical installations were the tasks remaining. As the building will function as an artists' studio and gallery, care should be taken not to damage features with the frequent installation and removal of art pieces, and plasterwork regularly evaluated after each major move and repaired as necessary.

The decorative water fountain niches remain in good, inoperable condition, as in both locations the sink and spouts had been previously removed. Interior doors have been replaced with new glazed or solid wood doors, and any new partition walls are similarly in great condition.

The mural at the top of the main staircase, "A Dissertation on Alchemy", is in fair condition. Some graffiti remains and should be cleaned. Cracking, areas of spalling, and a hole are also present. Each should be sensitively patched or repaired by a fine art restorer with fresco experience. An interpretive plaque has already been installed adjacent to the mural. At a minimum, stabilization of the damaged areas should be undertaken to prevent further damage.

SITE

As with Woods Hall, the building site is in good condition and well managed. Light wells should be checked for trash and debris and cleaned regularly.



Figure 25 - First floor corridor.

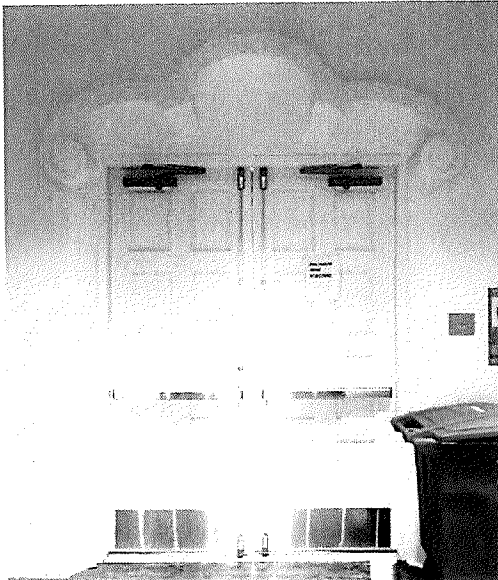


Figure 26 - Haight Street entry interior

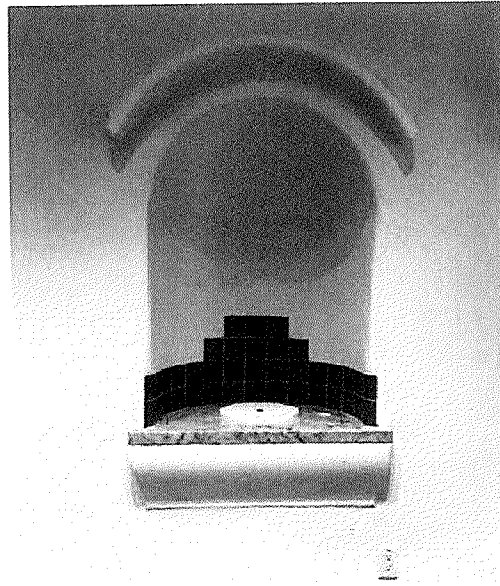


Figure 27 - Remains of the marble water fountain, first floor



Figure 28 - Second floor workspace with exposed trusses and sheathing

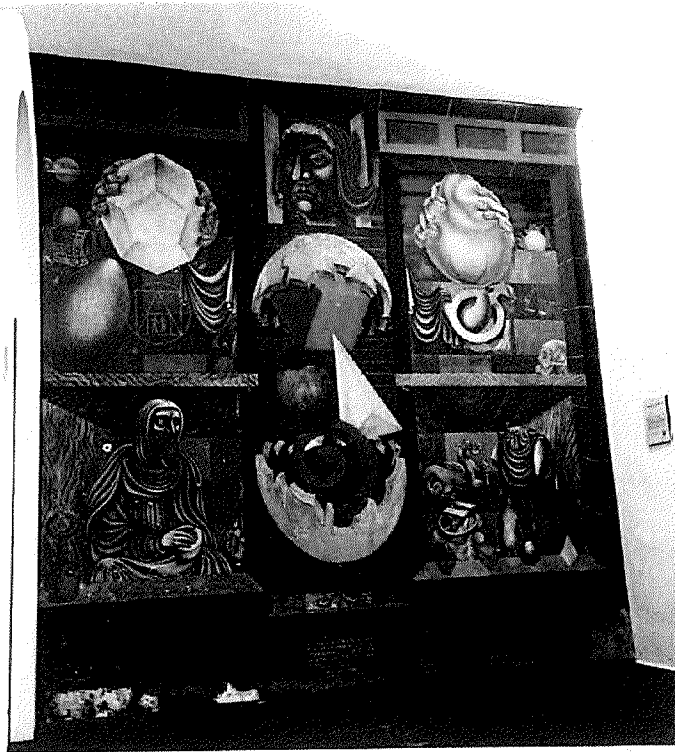


Figure 29 - "The Dissertation of Alchemy" on the second floor landing of the east stair.

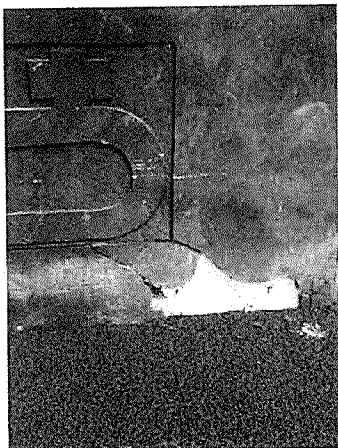


Figure 30 - Spalling and cracks at the mural base



Figure 31 - Hole in the mural

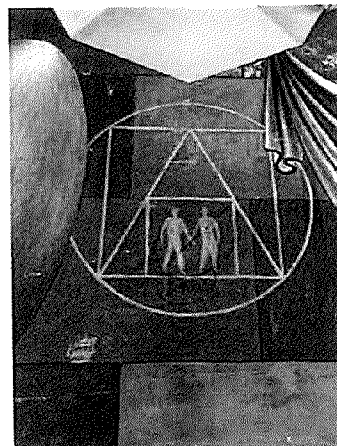


Figure 32 - Graffiti

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- Roland-Nawi Associates. "San Francisco State Teacher's College (1921 - 1935)." National Register Nomination. 2006.
- San Francisco Planning Commission. "Landmark Designation Report for the U.C. Extension Center at 55 Laguna Street, formerly San Francisco State Teacher's College." Case No. 207.02191. (June 7, 2007).
- San Francisco Planning Department. "San Francisco Preservation Bulletin No. 9: San Francisco Landmarks." April - June 2014. Accessed April 12, 2017, http://default.sfplanning.org/Preservation/bulletins/HistPres_Bulletin_09.PDF.

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**Transmittal Materials
Mills Act Historical Property Contracts**

compliance with the approved Maintenance and Rehabilitation plans as well as a cyclical 5-year site inspection.

The Mills Act Historical Property Contract is time sensitive. Contracts must be recorded with the Assessor-Recorder by December 30, 2017 to become effective in 2018. Your prompt attention to this matter is appreciated.

If you have any questions or require further information please do not hesitate to contact me.

Sincerely,



Aaron D. Starr
Manager of Legislative Affairs

cc: Erica Major, Office of the Clerk of the Board
Andrea Ruiz-Esquide, City Attorney's Office

Attachments:

Mills Act Contract Case Report, dated October 7, 2015

215 and 229 Haight Street (formerly 55 Laguna Street)

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

56 Potomac Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

60-62 Carmelita Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

**Transmittal Materials
Mills Act Historical Property Contracts**

101 Vallejo Street

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

627 Waller Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

940 Grove Street

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

973 Market Street

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

1338 Filbert Street

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

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
 (S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Alta Laguna, LLC	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i> Alta Laguna, LLC	
Contractor address: 20 Sunnyside Ave., Suite B Mill Valley, CA 94941	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$ 26,146 (estimated property tax savings)
Describe the nature of the contract that was approved: Mills Act Historical Property Contract	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed