

Recording Requested by, and  
when recorded, send notice to:  
Shannon Ferguson  
49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103

## **CALIFORNIA MILLS ACT HISTORIC PROPERTY AGREEMENT**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and AIMKO 2015 Trust ("Owners").

### RECITALS

Owners are the owners of the property located at 1315 Waller Street, in San Francisco, California (Block 1255, Lot 080). The building located at 1315 Waller is listed on the National Register of Historic Places and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost four hundred sixteen thousand six hundred and thirty-five dollars (\$416,635.00). (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 nine thousand nine hundred and twenty dollars (\$9,920.00) annually (See Maintenance Plan, Exhibit B).

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

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

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

1. Application of Mills Act. The benefits, privileges, restrictions, and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.
2. Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary

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

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

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

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

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

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

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

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

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

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

- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;
- (c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;

(d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;

(e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;

(f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or

(g) Owners' failure to comply with any other provision of this Agreement.

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

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

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

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

15. Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Carmen Chu, Assessor-Recorder

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Rich Hillis, Director of Planning

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

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

OWNERS

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tjarko Leifer, Owner

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Aimee Leifer, Owner

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

## Exhibit A: Rehabilitation/ Restoration Plan

### # 1 Building Feature: Waller Street - Entry Stair Landing

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$12,245

#### Description of Work:

Replace exposed plywood landing at the front door entry with appropriate marble/stone/tile mosaic flooring and waterproofing at landing. New front landing will be compatible to the historic building and conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

### # 2 Building Feature: Waller Street - Front Entry Stairs

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$17,515

#### Description of Work:

Clean staining, soiling, biological growth, and discoloration at marble entry stair and concrete base landing/steps. Repair stone, including wear, chips, and cracks as needed. All work will comply with the National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

### # 3 Building Feature: Entry Stair Iron Handrail & Concrete Base

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2023 and Every 7-10 years as Needed

Total Cost (rounded to nearest dollar): \$9,672

#### Description of Work:

Treat corrosion at handrails and prepare, prime, and paint with appropriate rust inhibitive metal paint. At the concrete base of the rail/side walls, remove paint and clean concrete substrate (taking care not to use acidic cleaners near the marble steps) or prepare, prime, and repaint with appropriate breathable masonry paint. Work will comply with the National Park Service's Preservation Brief #27: The Maintenance and Repair of Architectural Cast Iron and Preservation Brief #15: Preservation of Historic Concrete. Work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

## Exhibit A: Rehabilitation/ Restoration Plan

# 4	Building Feature: Waller Street Façade - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023 and Every 7-10 years as Needed

Total Cost (rounded to nearest dollar): \$70,680

### Description of Work:

It appears the façade was last repainted sometime before 2008. Assess and inspect the facade for wood damage or deterioration, and repair as needed, including patching holes and sealing gaps at the garage scone escutcheons. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. and elements determined to be damaged or deteriorated beyond repair will be replaced in-kind (e.g., wood for wood). Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Item 5 for detail at windows and Item 6 for detail at doors). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 5	Building Feature: Waller Street Façade - Windows		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$84,925

### Description of Work:

Rehabilitate wood windows. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty with appropriate paint. Consider installation of appropriate weather-stripping. At first floor original windows, consider restoring operability to windows that are not operable. Repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. At second floor non-historic (but compatible) double-paned insert windows, rehabilitate to improve weather- stripping/poor performance and deteriorated sash tracks or consider replacing with new wood sash to match the original appearance. At attic window, rehabilitate or replace attic window with appropriate compatible wood window (based on further research and site investigation) to resolve soundness of window and weather-tightness. All work will comply with the National Park Service's Preservation Brief #9: The Repair of Historic Wooden Windows and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.



## Exhibit A: Rehabilitation/ Restoration Plan

# 6	Building Feature: Waller Street Doors		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2023

Total Cost (rounded to nearest dollar): \$19,143

### Description of Work:

Rehabilitate and maintain doors, including hardware to keep in good working order. Prepare, prime, and paint with appropriate paint. At garage doors and side (trade hall) door, treat deterioration, including checks/splits, and deterioration at joints of stiles and rails. Clean and maintain glass lites at garage doors. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 7	Building Feature: Main Roof		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2025

Total Cost (rounded to nearest dollar): \$47,043

### Description of Work:

The roofing at the main roof appears to have been replaced in 1993. Inspect main roof and replace existing shingle roofing with new shingle roofing. Repair or replace related flashing, waterproofing, and gutters as needed. Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work. Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

## Exhibit A: Rehabilitation/ Restoration Plan

# 8	Building Feature: Rear/ South Façade - Wood Repair		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2027

Total Cost (rounded to nearest dollar): \$15,392

### Description of Work:

Investigate bulged/split siding at the west kitchen window and bulged siding and split eave board at the top of the south kitchen wall. Correct deficiencies and ensure weather-tightness as needed. Repair or replace siding to match existing as needed. Prepare, prime, and paint with appropriate paint. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 9	Building Feature: Rear/ South Façade - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2027

Total Cost (rounded to nearest dollar): \$23,444

### Description of Work:

Assess and inspect the facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Prepare, prime, and paint with appropriate paint, including windows and doors - (see Rehabilitation/Restoration Item #8 for detail at wood siding). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

## Exhibit A: Rehabilitation/ Restoration Plan

# 10	Building Feature: Secondary Side Elevations - Painting		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2029

Total Cost (rounded to nearest dollar): \$58,358

### Description of Work:

Assess and inspect the facades for wood damage or deterioration, and repair as needed. Repair checked/split wood siding. Patch holes at abandoned mechanical conduits/ducts as needed. Prepare, prime, and paint with appropriate paint, including windows - (see Rehabilitation/Restoration Item 5 for detail at windows). Install new sealants every paint cycle at flashings and where occurs as needed. All work will comply with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

# 11	Building Feature: Secondary Side Elevations - Windows		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2029

Total Cost (rounded to nearest dollar): \$24,490

### Description of Work:

During painting work access, assess wood condition and repair deteriorated wood where found and replace all unsound/deteriorated/missing glazing putty as needed. Repair/maintain hardware for operation where applicable. Prepare, prime, and paint all wood and putty. Consider installation of appropriate weatherstripping. At the east lightwell non-historic wood casement windows, replace Plexiglas with glass, and consider installation of appropriate weatherstripping. Alternatively, consider appropriate replacement windows. All work will comply with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

## Exhibit A: Rehabilitation/ Restoration Plan

# 12	Building Feature: Roofing Over Kitchen		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2031

Total Cost (rounded to nearest dollar): \$33,728

### Description of Work:

Inspect roofing, and replace roofing at deck area over kitchen. Ensure waterproofing at guard rail penetrations/anchorage including repairing wood guardrail as needed. Ensure roof is sloped to drain properly to adjacent gutter. Inspect gutters and downspouts, including copper gutters, and repair or replace as needed in conjunction with roofing work. Work shall be done in accordance with the National Park Service's Preservation Brief #4: Roofing for Historic Buildings and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings. All work will conform to the Secretary of the Interior's Standards for Treatment of Historic Properties.

## Exhibit B: Maintenance Plan

### # 1 Building Feature: Front Entry Stairs - Visual Inspection

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

#### Description of Work:

Perform visual inspection of concrete and marble main entry stair with metal railings and marble/stone/tile landing annually for paint and sealant failure, wood deterioration, metal railing deterioration, and other signs of deterioration. Assess adjacent bush/vegetation and maintain/trim to prevent building damage; consider a planting support system that keeps the plant from attaching to the adjacent historic materials. Repair as needed. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #1: Cleaning and Water-Repellent Treatments for Historic Masonry Buildings.

### # 2 Building Feature: Facades - Visual Inspection

Rehab/Restoration	Maintenance	Completed	Proposed
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Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$23,250

#### Description of Work:

Perform visual inspection of facades, including wood siding and decorative trim, metal work and flashings, sealant failure, and other signs of deterioration. Repair as needed. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork.

## Exhibit B: Maintenance Plan

# 3	Building Feature: Windows and Doors - Visual Inspection		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$23,250

### Description of Work:

Perform visual inspection of wood windows and doors (including main entry door, garage doors, and side/trade hall doors at Waller St.) with binoculars, spotting scope, or similar as needed annually for paint, putty, and sealant failure as well as wood and other signs of deterioration. Assess hardware, window sash cords, window function, lubricate hardware, etc. Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings and Preservation Brief #9: The Repair of Historic Wooden Windows.

# 4	Building Feature: Waller St. Façade - Cleaning		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2025 and every 2 years thereafter

Total Cost (rounded to nearest dollar): \$6,200

### Description of Work:

Soft-wash/gently clean with mild detergent and low pressure rinsing/hand wiping to maintain appearance and prolong life of paint as recommended by paint manufacturer. Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

# 5	Building Feature: Roof (Main & Roof Over Kitchen)		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

### Description of Work:

Inspect roofing for defects and deterioration annually, including associated flashing and sealants (and skylights at the main roof). Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.

## Exhibit B: Maintenance Plan

# 6	Building Feature: Roof Gutters and Downspouts		
Rehab/Restoration	Maintenance	Completed	Proposed

Contract Year for Work Completion: 2021 and annually thereafter

Total Cost (rounded to nearest dollar): \$15,500

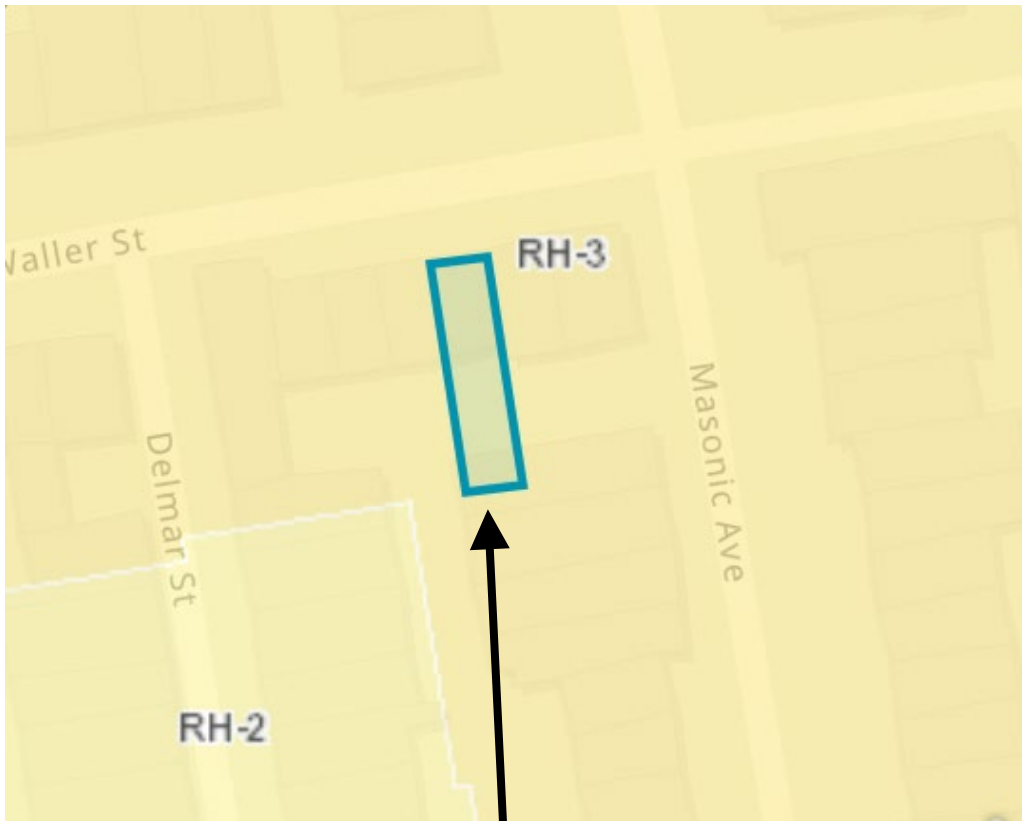
### Description of Work:

Inspect and clean all roof gutters, drains and downspouts annually. Repair as needed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated. Beyond repair, replacements will be made in kind (e.g., wood for wood). Work shall be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.





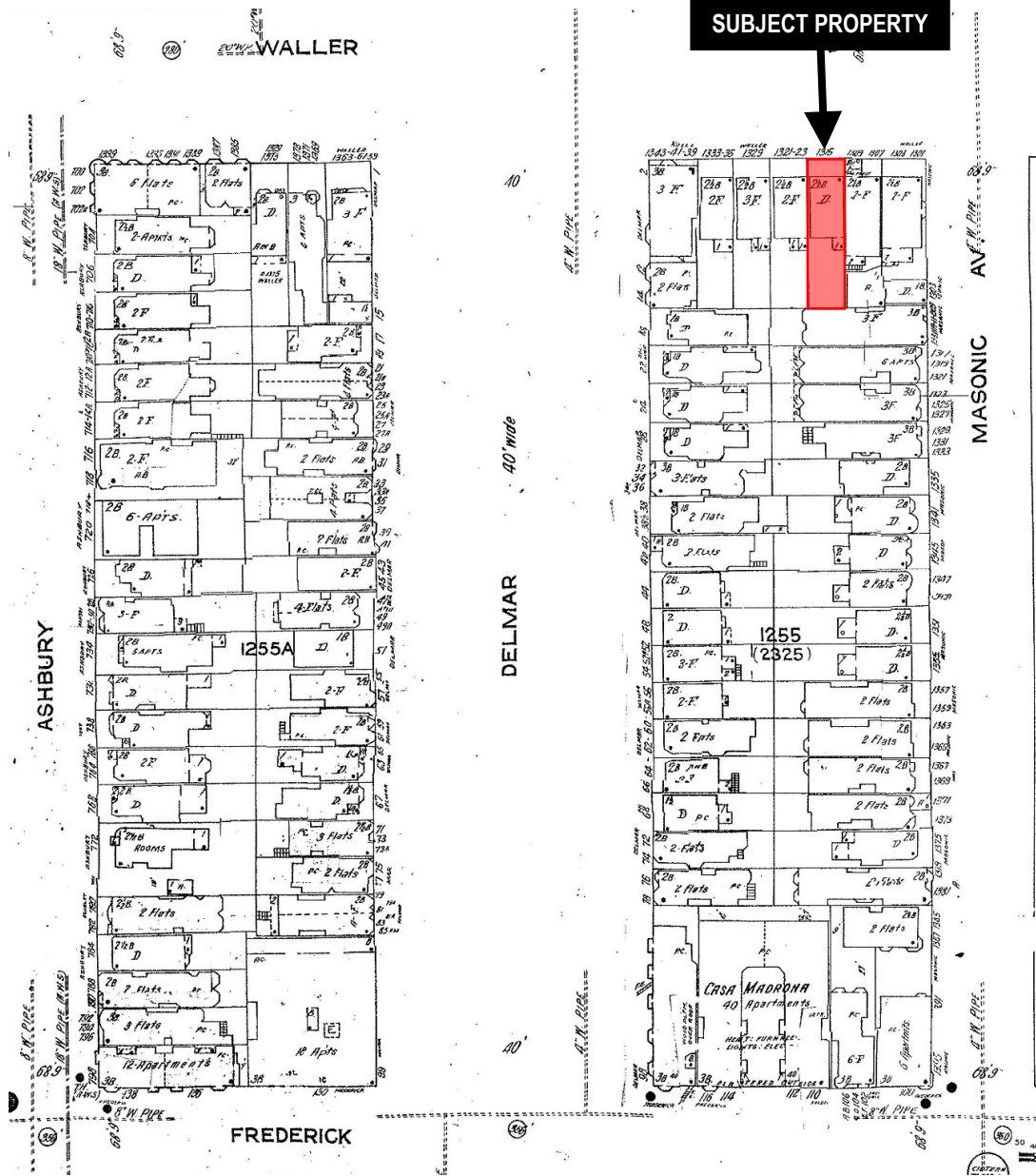
# Zoning Map



SUBJECT PROPERTY



# Sanborn Map\*



\*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.



# Aerial Photo



**SUBJECT PROPERTY**



**Record Number: 2020-004811MLS**  
1315 Waller Street  
Mills Act Historical Property Contract

# Site Photo



**Record Number: 2020-004811MLS**  
1315 Waller Street  
Mills Act Historical Property Contract

2020 MILLS ACT APPLICATIONS  
 ASSESSOR PRELIMINARY VALUATIONS

As of July 1, 2020

Upon recording of the Mills Act contract by December 31, 2020 the first year of the Mills Act Value will be for the 2021-2022 fiscal year

APN	Address	Property Type	Owner Occupied	Year Built	Square Feet	2020 Factored Base Year Value	Restricted Income Approach Value	Market Value	Taxable Mills Act Value	Reduction in Assessed Value	Percentage % Reduction From FBVY	2019 * Property Tax Rate	Estimated Property Taxes without Mills Act	Estimated Property Taxes with Mills Act	Estimated Property Tax Savings
0164-010	450 Pacific	Office	No	1907/2009	28,586	\$31,771,200	\$23,363,000	\$32,873,000	\$23,363,000	(\$8,408,200)	-26.46%	1.1801%	\$374,932	\$275,707	(\$99,225)
0865-008	59 Potomac	SFR	Yes	1899	1,751	\$2,594,940	\$632,000	\$2,650,000	\$632,000	(\$1,962,940)	-75.64%	1.1801%	\$30,623	\$7,458	(\$23,165)
1255-080	1315 Waller	SFR	Yes	1900/2018	3,164	\$3,392,672	\$1,658,342	\$4,000,000	\$1,658,342	(\$1,734,330)	-51.12%	1.1801%	\$40,037	\$19,570	(\$20,467)

- Remarks:
- (a) 2020 property tax rate will not be established until late September 2020
  - (b) Historical property contract must be recorded by December 31, 2020
  - (c) Mills Act valuation becomes effective as of January 1, 2021 for the Fiscal year July 1, 2021 to June 30, 2022