

File No. 161100

Committee Item No. 3

Board Item No. 30

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date November 3, 2016

Board of Supervisors Meeting

Date NOVEMBER 15, 2016

Cmte Board

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|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <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 checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

OTHER (Use back side if additional space is needed)

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|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Case Report - 10/05/2015</u>                  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>HPC Reso No. 790</u>                          |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DRAFT Rehabilitation and Maintenance Plan</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DRAFT ASR Mills Act Valuation</u>             |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Mills Act Application</u>                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Referral CEQA 10/26/2016</u>                  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Referral FYI 10/26/2016</u>                   |
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Completed by: Erica Major Date October 28, 2016

Completed by: JJM Date 11/4/2016

1 [Mills Act Historical Property Contract - 101-105 Steiner Street]

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

7  
8 WHEREAS, The California Mills Act (Government Code Section 50280 et seq.)  
9 authorizes local governments to enter into a contract with the owners of a qualified historical  
10 property who agree to rehabilitate, restore, preserve, and maintain the property in return for  
11 property tax reductions under the California Revenue and Taxation Code; and

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

15 WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in  
16 File No. 161100, is incorporated herein by reference, and the Board herein affirms it; and

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

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

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

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

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

7           WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
8 has provided the Board of Supervisors with an estimate of the property tax calculations and  
9 the difference in property tax assessments under the different valuation methods permitted by  
10 the Mills Act in its report transmitted to the Board of Supervisors on October 12, 2106, which  
11 report is on file with the Clerk of the Board of Supervisors in File No. 161100 and is hereby  
12 declared to be a part of this Resolution as if set forth fully herein; and

3           WHEREAS, The Historic Preservation Commission recommended approval of the  
14 historical property contract in its Resolution No. 790, including approval of the Rehabilitation  
15 Program and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of  
16 the Board of Supervisors in File No. 161100 and is hereby declared to be a part of this  
17 resolution as if set forth fully herein; and

18           WHEREAS, The draft historical property contract between Jason Monberg and Karli  
19 Sager, the owners of 101-105 Steiner Street, and the City and County of San Francisco is on  
20 file with the Clerk of the Board of Supervisors in File No. 161100 and is hereby declared to be  
21 a part of this resolution as if set forth fully herein; and

22           WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
23 Administrative Code, Section 71.4(d) to review the Historic Preservation Commission's  
24 recommendation and the information provided by the Assessor's Office in order to determine  
25

1 whether the City should execute the historical property contract for 101-105 Steiner Street;  
2 and

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

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

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

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

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>
Name of contractor: <b>Jason Monberg &amp; Karli Sager, property owners</b>
<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>

Contractor address: 101-105 Steiner Street, San Francisco, CA 94117
--

Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$14,482 (estimated property tax savings)
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Describe the nature of the contract that was approved: Mills Act Historical Property Contract
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Comments:
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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

<b>Filer Information</b> <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

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

October 26, 2016

File No. 161100

Lisa Gibson  
Acting Environmental Review Officer  
Planning Department  
1650 Mission Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Dear Ms. Gibson:

On October 18, 2016, Supervisor Wiener introduced the following legislation:

**File No. 161100**

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

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

A handwritten signature in cursive script, appearing to read "Erica Major".

By: Erica Major, Assistant Clerk  
Board of Supervisors

Attachment

c: Joy Navarrete, Environmental Planning  
Jeanie Poling, Environmental Planning

Not defined as a project under CEQA Guidelines Sections 15060(c) and 15378 because it does not result in a physical change in the environment.

*Jeanie Poling 10/28/16*



# SAN FRANCISCO PLANNING DEPARTMENT

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

October 11, 2016

Ms. Angela Calvillo, Clerk  
Board of Supervisors  
City and County of San Francisco  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Re: Transmittal of Planning Department Case Number: 2016-006192MLS  
Mills Act Historical Property Contract Application for the following address:  
101-105 Steiner Street (Contributor to the Duboce Park Historic District)  
BOS File No: \_\_\_\_\_ (pending)  
Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

On October 5, 2015 the San Francisco Historic Preservation Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Mills Act Historical Property Contract for the property located at 101-105 Steiner Street, a property individually listed in the California Register of Historical Resources. At the October 5, 2015 hearing, the Commission voted to recommend approval of the attached draft Mills Act Historical Property Contract, rehabilitation and maintenance plans (hereinafter "Contract").

The Contract involves rehabilitation and maintenance plans that outline rehabilitation work and annual and long-term maintenance work to be performed. Please refer to the attached exhibits for specific work to be completed. The Contract will help the Project Sponsor mitigate these expenditures and will enable the Project Sponsor to maintain the property in excellent condition in the future.

The Planning Department will administer an inspection program to monitor the provisions of the Contract. This program will involve a yearly affidavit issued by the property owner verifying compliance with the approved maintenance and rehabilitation plans as well as a cyclical 5-year site inspection.

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

Sincerely,

Aaron D Starr  
Manager of Legislative Affairs

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2016 OCT 12 PM 2:4  
BY: [Signature]

**Transmittal Materials CASE NO. 2016-006192MLS  
Mills Act Historical Property Contract**

Attachments:

Historic Preservation Commission Resolution No. 790  
Mills Act Contract Case Report, dated October 5, 2016  
Draft Mills Act Historical Property Contract  
Exhibits A & B: Draft Rehabilitation & Maintenance Plans  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Mills Act Application

CC:

Alisa Somera, Assistant Clerk  
Derek Evans, Assistant Clerk  
John Carroll, Legislative Clerk  
Andres Power, Aide to Supervisor Wiener  
Andrea Ruiz-Esquide, Deputy City Attorney





# SAN FRANCISCO PLANNING DEPARTMENT

## Historic Preservation Commission Resolution No. 790 HEARING DATE OCTOBER 5, 2016

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

*Filing Dates:* May 1, 2015  
*Case No.:* 2016-006192MLS  
*Project Address:* 101-105 Steiner Street  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RTO (Residential Transit Oriented District)  
40-X Height and Bulk District  
*Block/Lot:* 0866/009  
*Applicant:* Jason Monberg & Karli Sager  
56 Potomac Street  
San Francisco, CA 94117  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
tim.frye@sfgov.org

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

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

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

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

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

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

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

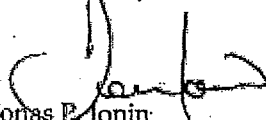
WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 101-105 Steiner Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

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

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

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

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

  
Jonas P. Ionin  
Commissions Secretary

AYES: K. Hasz, A. Hyland, E. Johnck, R. Johns, D. Matsuda, J. Pearlman, A. Wolfram

NOES: None

ABSENT: None

ADOPTED: October 5, 2016



# SAN FRANCISCO PLANNING DEPARTMENT

## Mills Act Contracts Case Report

Hearing Date: October 5, 2015

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

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377



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

## PROPERTY DESCRIPTIONS

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

## PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

## MILLS ACT REVIEW PROCESS

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

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

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

### MILLS ACT REVIEW PROCEDURES

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

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

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

### APPLICABLE PRESERVATION STANDARDS

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

### TERM

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

## ELIGIBILITY

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

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

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

### *Residential Buildings*

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

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

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

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

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

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

## PUBLIC/NEIGHBORHOOD INPUT

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

## STAFF ANALYSIS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## PLANNING DEPARTMENT RECOMMENDATION

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

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

## ISSUES AND OTHER CONSIDERATIONS

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

## HISTORIC PRESERVATION COMMISSION ACTIONS

Review and adopt a resolution for each property:

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

Attachments:

**Mill Act Applications**  
**October 5, 2016**

2016-006192MLS; 2016-006185MLS; 2016-006181MLS; 2016-006229MLS  
101-105 Steiner Street; 361 Oak Street; 1036 Vallejo Street; 1338 Filbert Street

**a. 101-105 Steiner Street**

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

**b. 361 Oak Street**

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

**c. 1036 Vallejo Street**

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

**d. 1338 Filbert Street**

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

SITE PHOTO



# AERIAL PHOTO



**SUBJECT PROPERTY**

DRAFT MILLS ACT HISTORICAL PROPERTY  
CONTRACT

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

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

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

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

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

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

OWNERS

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

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

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

EXHIBITS A AND B:  
DRAFT REHABILITATION PROGRAM AND  
MAINTENANCE PLAN

### Exhibit A: Rehabilitation and Restoration Plan

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

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

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

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

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

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

**Exhibit B: Maintenance Plan**

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

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

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

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



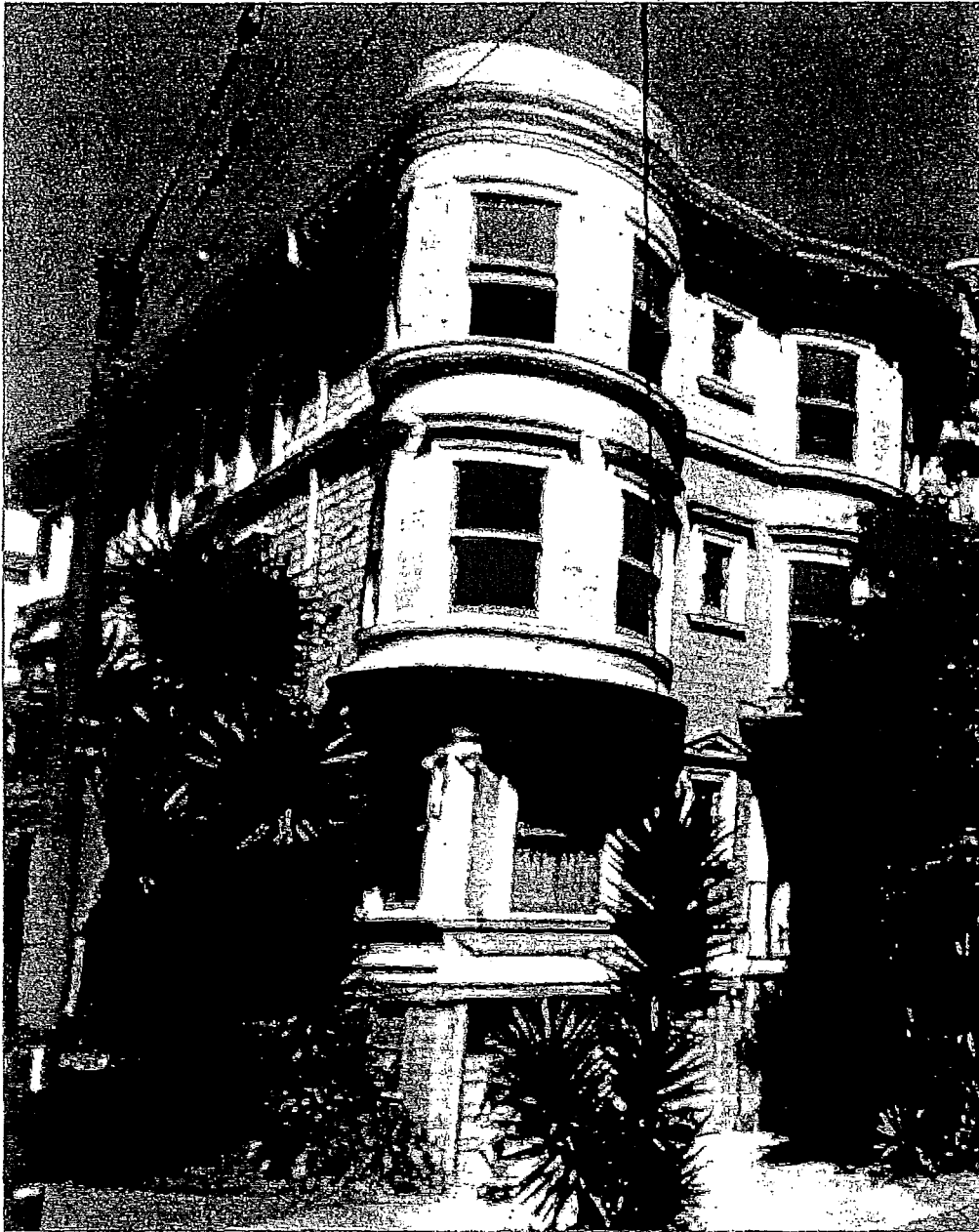
SCOPE # 5		BUILDING FEATURE: FRONT PORCH		
Rehab/Restoration	Maintenance X	Completed	Proposed X	
CONTRACT YEAR WORK COMPLETION: Annually				
TOTAL COST (rounded to nearest dollar): \$50				
DESCRIPTION OF WORK:				
Maintenance of front porch. Inspect front porch for areas of damage or decay and repair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

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

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



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



101-105 Steiner Street  
10209

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

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

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

**Property Description**

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

Total No. of Units: 3

**Special Conditions (Where Applicable)**

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

**Conclusions and Recommendations**

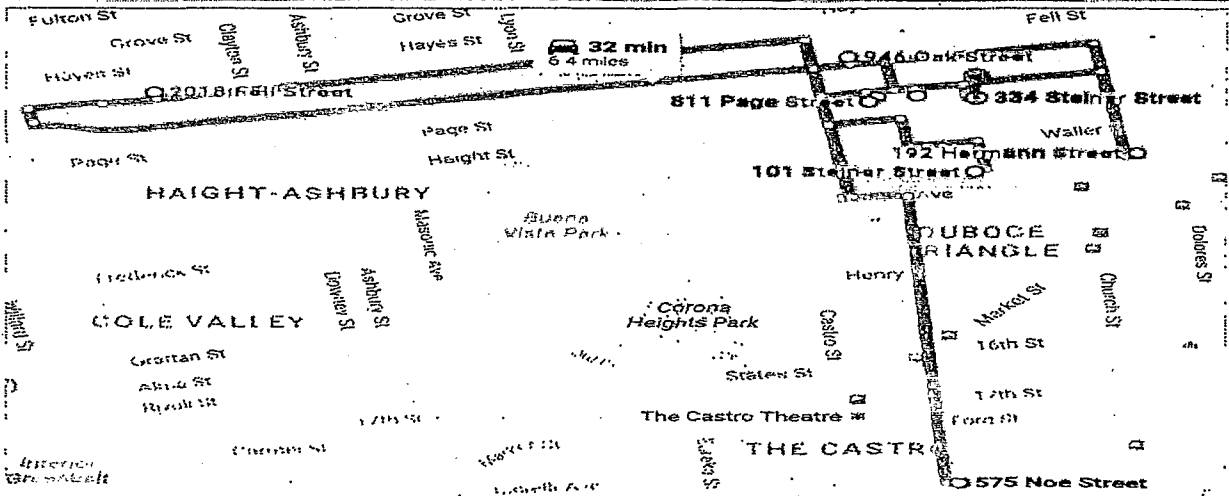
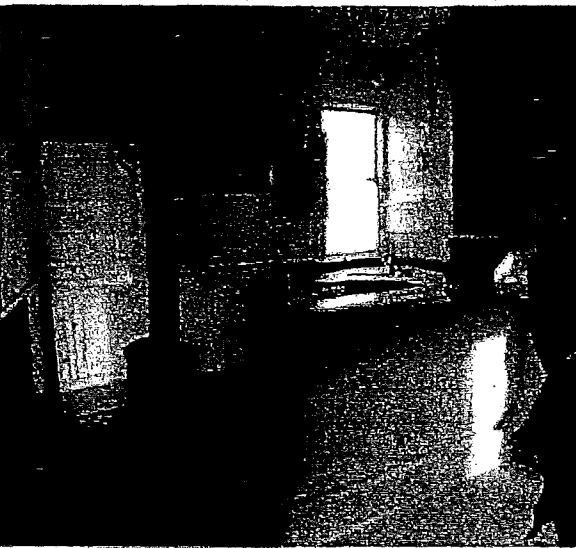
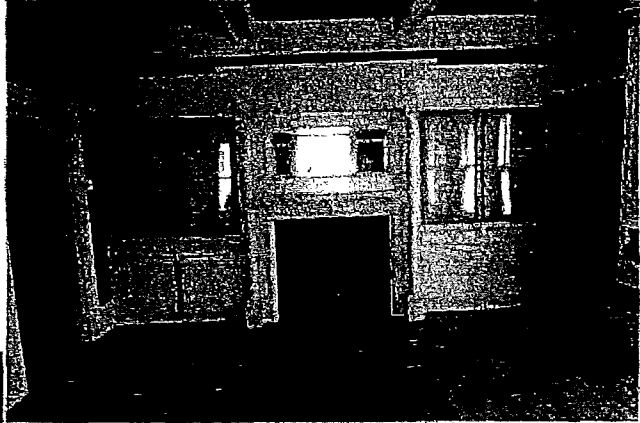
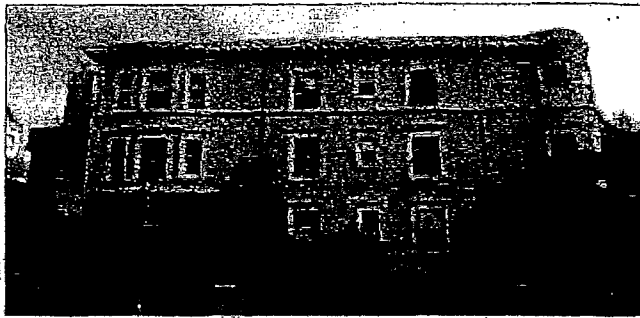
	Per Unit	Per SF	Total
Factored Base Year Roll	\$918,203	\$410	\$ 2,754,608
Income Approach - Direct Capitalization	\$510,000	\$227	\$ 1,530,000
Sales Comparison Approach	\$941,667	\$420	\$ 2,825,000
<b>Recommended Value Estimate</b>	<b>\$ 510,000</b>	<b>\$ 227</b>	<b>\$ 1,530,000</b>

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

Address: 101-105 Steiner Street

APN: 0886 009



**INCOME APPROACH**

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

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

**Restricted Capitalization Rate**

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

**RESTRICTED VALUE ESTIMATE** **\$1,531,984**

**ROUNDED TO** **\$1,530,000**

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

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

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

**Notes:**

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

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

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

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

**Rent Comparables**

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

**Rental Comp #1**



**Property Rental Type:** 3 Unit Entire Building  
**Listing Agent:** Paragon Coml. Brokerage  
**Address:** 769-773 Page Street  
**Cross Streets:** Pierce Street  
**SF:** 3,825  
**Layout:** 3 units:3/2/1, 3 car parking  
**Monthly Rent** \$9,945  
**Rent/Foot/Mo** \$2.60  
**Annual Rent/Foot:** \$31.20

**Rental Comp #2**



**Property Rental Type:** 3 Unit Entire Building  
**Listing Agent:** Pacific Union International Inc.  
**Address:** 2018-2022 Fell Street  
**Cross Streets:** Cole Street  
**SF:** 4,350  
**Layout:** 3 units: 3/4/1, 2 car parking  
**Monthly Rent** \$13,225  
**Rent/Foot/Mo** \$3.04  
**Annual Rent/Foot:** \$36.48

**Rental Comp #3**



**Property Rental Type:** 3 Unit Entire Building  
**Listing Agent:** JODI Group  
**Address:** 803-807 Page Street  
**Cross Streets:** Pierce Street  
**SF:** 4,500  
**Layout:** 3 units:2/3/1, 1/2/1, no car parking  
**Monthly Rent** \$12,556  
**Rent/Foot/Mo** \$2.79  
**Annual Rent/Foot:** \$33.48

**Rental Comp #4**



**Property Rental Type:** 3 Unit Entire Building  
**Listing Agent:** Vanguard Properties  
**Address:** 046-950 Oak Street  
**Cross Streets:** Scott Street  
**SF:** 6,375  
**Layout:** 3 units:3/3/1.5, 5 car parking  
**Monthly Rent** \$16,000  
**Rent/Foot/Mo** \$2.51  
**Annual Rent/Foot:** \$30.12

**Rental Comp #5**



**Property Rental Type:** Individual Apartment Unit  
**Listing Agent:** Zillow Rental Network  
**Address:** 192 Hermann Street  
**Cross Streets:** Webster Street  
**SF:** 1,200  
**Layout:** 1 apartment unit: 3/1.5 no car parking  
**Monthly Rent** \$5,995

**Rental Comp #6**



**Property Rental Type:** Individual Apartment Unit  
**Listing Agent:** Azari Property Management  
**Address:** 811 Page Street, Apt 4  
**Cross Streets:** Pierce Street  
**SF:** Unknown  
**Layout:** 1 apartment unit: 3/1, 1 car parking  
**Monthly Rent** \$5,750





**Rental Comp #7**



**Property Rental Type:** Individual Apartment Unit  
**Listing Agent:** Relisto  
**Address:** 334 Steiner Street  
**Cross Streets:** Haight Street  
**SF:** 1,600  
**Layout:** 1 apartment unit: 2/1, 1 car parking  
**Monthly Rent** \$5,500

0273

RESIDENTIAL INCOME PROPERTY MARKET ANALYSIS

APN	SUBJECT-A				COMPARABLE SALE 1-B				COMPARABLE SALE 2-C				COMPARABLE SALE 3-D							
	0844 008				0826 007				0846 037				3684 037							
																				
Address	101-105 Steiner Street				848-950 Oak Street				803-807 Page Street				675-581 Noe Street							
Sales Price					\$2,850,000				\$2,420,000				\$2,400,000							
G / GBA					\$447				\$538				\$510							
I / Unit					\$950,000				\$806,667				\$800,000							
Annual Gross Income (PGI)					\$192,000				\$150,672				\$103,358							
SIM					14.8				16.1				23.2							
Avg. Monthly Rent/Unit					\$5,333				\$4,185				\$2,154							
	DESCRIPTION				DESCRIPTION				DESCRIPTION				DESCRIPTION							
Open Date / Date of Sale	07/01/16				05/18/16				04/08/16				06/27/16							
Neighborhood	Hayes Valley				Hayes Valley/Busy Street				Hayes Valley				Eureka Valley/Dolores Heights							
Proximity to Subject	-				Within Reasonable Proximity				Within Reasonable Proximity				Within Reasonable Proximity							
Site (sq.ft.)	2,735				3,438 (21,030)				1,475 (37,800)				5,250 (75,450)							
Year Built	1900				1900				1900				1900							
Condition	Average				Good (143,000)				Good (121,000)				Similar To Subject							
Gross Bldg. Area	8,726				6,375 (70,200)				4,500 (445,200)				4,708 (403,600)							
Residential Unit Breakdown	No. of Units	GLA	Room Count			No. of Units	Room Count				No. of Units	Room Count				No. of Units	Room Count			
			Total	Bed	Bath		Total	Bed	Bath			Total	Bed	Bath		Total	Bed	Bath		
	1	2242	6	3	2	1	6	3	1.5	20,000	1	5	3	1	40,000	1	4	2	1	40,000
	1	2242	7	4	2	1	7	3	1.5	20,000	1	5	3	1	40,000	1	5	3	1	40,000
1	2242	7	3	2	1	8	3	1.5	20,000	1	5	2	1	40,000	1	5	3	1	40,000	
1															1	4	2	1	(115,000)	
Total	3	6726	20	10	5	3	21	8	4.5		3	15	6	3		4	16	10	4	
Parking Spaces	3				5 (80,000)				0 (120,000)				2 (40,000)							
Net Adj. (total)					(27,830)				602,000				373,150							
DJ. SALES PRICE	\$2,825,000				\$2,822,170				\$3,022,000				\$2,773,150							
DJ. \$ Per Foot	\$420				\$420				\$449				\$412							
REMARKS	<p>The subject has some deferred maintenance items per the Mills Act Application Report that have been accounted for in the condition rating. Of note, Unit #105 features an altered floor plan with kitchen &amp; baths updates completed in March, 2016. The overall rating was concluded to be average. Building GBA was based on historical tax records. The square footage reported in the Mills Act Application Report appears to include the enclosed rear porches. Due to condition issues and the legality of this added area, it was not included in the overall GBA of the subject. The subject's total rooms count, bedrooms count and baths count were based on the subject's listing history and building plans submitted to DBI.</p> <p>Size adj. warranted for all comps and was adj. at \$30/sf. GBA adj. warranted on all comps and adj. at \$200/sf. Parking space adj. warranted for all comps and adj. at \$40,000 per space. Condition adj. was warranted for Comps #1 &amp; 2 due to their overall better condition than the subject. Adj. at 5% of the sales price. Bath adj. at \$40,000 each. Half bath adj. at \$10,000 each. Number of units adj. at \$75,000 per unit variance. Traffic adj. was warranted for Comp #1 due to its busy street attributes. Adj. at 3% of the sales price.</p> <p>Though all comparables were given consideration in the final value conclusion. Comp #1 was weighted more than the others due to its recent sale, similar GBA range to the subject and same neighborhood location as the subject. Comp #2 was located in the same neighborhood as the subject. Comp #3 was a recent sale to the event date analyzed.</p>																			
ESTIMATED MARKET VALUE AS OF					1-Jul-16															
									\$				Land \$1,895,000							
													Improvements \$1,130,000							
													TOTAL \$2,825,000							



# MILLS ACT APPLICATION

# APPLICATION FOR Mills Act Historical Property Contract

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

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


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


## 2. Subject Property Information

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

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

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

Owner Signature:  Date: 4/29/16

Owner Signature:  Date: 4/29/16

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

3. Property Value Eligibility:

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000. YES  NO

The property is a Commercial/Industrial Building valued at less than \$5,000,000. YES  NO

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

Application for Exemption from Property Tax Valuation

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

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

4. Property Tax Bill

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

PROPERTY OWNER NAMES:

SAGER-MONBERG REVOCABLE TRUST  
KARLI SAGER

MOST RECENT ASSESSED PROPERTY VALUE:

\$757,200

PROPERTY ADDRESS:

101 Steiner Street, San Francisco, CA 94117

5. Other Information

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

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

Owner Signature: *Karli Sager*

Owner Signature: *[Signature]*

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

Date: *4/29/16*

Date: *4/29/16*

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

## 2. Subject Property Information

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

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

### b. Other Owned Property

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

5. Rehabilitation/Restoration & Maintenance Plan

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

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

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

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

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

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

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

BUILDING FEATURE:

Rehab/Restoration  Maintenance  Completed  Proposed

CONTRACT YEAR FOR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:

See Exhibits A & B.

## 6. Draft Mills Act Historical Property Agreement

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

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

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

California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)

101-105 Steiner Street

PROPERTY ADDRESS

San Francisco, California

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

RECITALS

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

BLOCK NUMBER

LOT NUMBER

PROPERTY ADDRESS

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

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately two hundred fifty-five thousand and five hundred (\$ 255,500 ). 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 annually. See Maintenance Plan, Exhibit B. (\$ 9,000 )

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

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

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

Mills Act Application

### 1. Application of Mills Act.

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

### 2. Rehabilitation of the Historic Property.

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

### 3. Maintenance.

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

### 4. Damage.

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

### 5. Insurance.

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



## 6. Inspections.

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

## 7. Term.

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

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

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

## 11. Payment of Fees.

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

## 12. Default.

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

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

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

13. Cancellation.

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

14. Cancellation Fee.

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

15. Enforcement of Agreement.

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

16. Indemnification.

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

17. Eminent Domain.

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

18. Binding on Successors and Assigns.

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

19. Legal Fees.

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

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

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

*Karli Seger*  
Signature  
*Karli Seger*  
Print name  
OWNER

*4/29/16*  
Date

*JM*  
Signature  
*JASON MONBERG*  
Print name  
OWNER

*4/29/16*  
Date

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

7. Notary Acknowledgment Form

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

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

State of California

County of: SAN FRANCISCO

On: 04/29/2016  
DATE

before me, OUD SAPPRASERT O'BRIEN, NOTARY PUBLIC  
INSERT NAME OF THE OFFICER

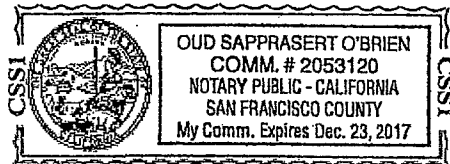
NOTARY PUBLIC personally appeared: KARLI SAGER AND JASON MONBERG  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

*Oud Sapprasert O'Brien*  
SIGNATURE



( PLACE NOTARY SEAL ABOVE )

**GRAND SCALE  
DUBOCE PARK FLATS**

101-105 Steiner Street | Cross Street: Hermann

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

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

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

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



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

**Kilby Stenkamp**  
**Read, Approved and Understood**

Pages 1 thru 2

24th Street Office

Cell 415.370.7582

Fax 415.202.2497

kilby@hill-co.com

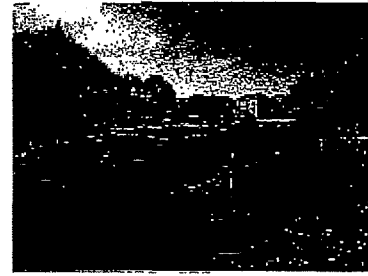
BRE License # 01208585



Offices on Lombard Street,  
Union Street and 24th Street  
www.hill-co.com

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

## 101-105 Steiner



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

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

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

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

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

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



# sager/monberg residence

105 steiner street, san francisco, california 94117

30 winfield street  
 sf ca 94110  
 415.420.8856  
 led@arleo.com

arleo architects inc.

CONSULTANTS

PROJECT

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

proposed alterations to:

REVISION/DATE  
 PERMIT SET 03.28.16

DATE MAR. 28, 2016

SCALE AS SHOWN

SHEET TITLE

SHEET NUMBER

## notes

VERIFY ALL EXISTING CONDITIONS, UTILITIES AT THE SITE. DRAW ANY THE ATTENTION OF THE PROJECT COMMENCEMENT OF WORK.

DRAWINGS, WRITTEN DIMENSIONS SHALL 5' AND ELEVATIONS, LARGE SCALE FROM OVER SMALL SCALE DRAWINGS. NOTIFY PROJECT ARCHITECT IMMEDIATELY IF CLARIFICATION PRIOR TO COMMENCEMENT OF WORK.

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

FINISHES SHALL COMPLY WITH CITY OF SAN FRANCISCO.

EQUAL OR EXCEED ALL CURRENT ELECTRICAL, PLUMBING, MECHANICAL, CODES AND ORDINANCES. (NEC)

DEScribe DESIGN INTENT. CONTRACTOR PROVIDE COMPLETE OPERATIONAL SYSTEMS FOR CLAUSE FOR ADDITIONAL WORK WILL WORK WHICH IS DESCRIBED IN THESE CH CAN BE REASONABLY INFERRED FROM DRAWINGS.

RESPONSIBLE FOR THROUGHOUT PROJECT. NO CLAIMS FOR ADDITIONAL WORK FOR WORK RELATED TO SUCH COORDINATION.

ALL PROJECT AREA AND NEW MATERIALS DAMAGE WHICH MAY OCCUR FROM POLLUTION, DUST, WATER, ETC. DAMAGE TO SITES, STRUCTURES, AND EQUIPMENT SHALL BE PLACED TO THE SATISFACTION OF THE OWNER OF THE CONTRACTOR.

RESPONSIBLE FOR COORDINATING FRAMING, MECHANICAL LOCATIONS, NEW MECHANICAL LOCATIONS, NEW MECHANICAL LOCATIONS, NEW MECHANICAL LOCATIONS.

T AND MATERIALS ARE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

DETECTORS SHALL BE LOCATED IN ALL AREAS AS NOTED. ALL DETECTORS TO BE LOCATED IN ALL AREAS.

N SHALL BE NON-COMBUSTIBLE.

DETECTORS SHALL BE LOCATED IN ALL AREAS AS NOTED. ALL DETECTORS TO BE LOCATED IN ALL AREAS.

STOPS AT POCKET DOORS, AND AND ALL GREATER THAN 10'-0" BOTH VERTICALLY.

ABLE AREA UNDER STAIRS SHALL HAVE RESISTIVE CONSTRUCTION AT WALLS AND FLOORS.

AIR FANS AT ALL BATHROOMS WITH FIVE (5) PER HOUR.

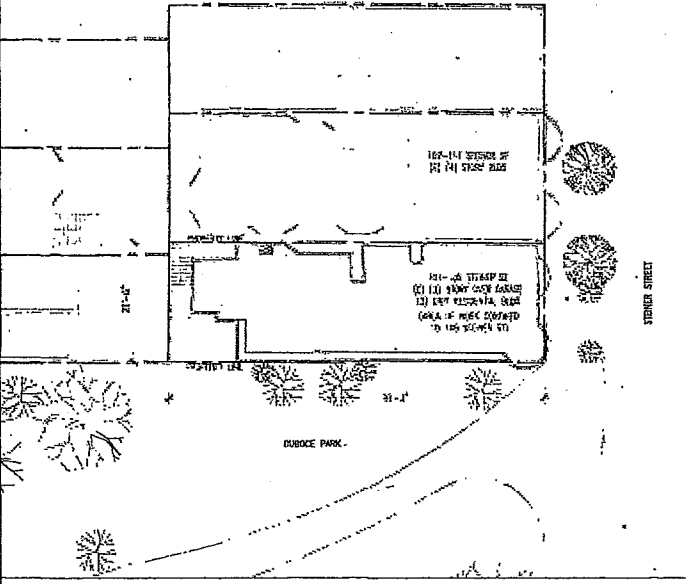
DRAFT DAMPERS IN ALL FAN SYSTEMS ON ENERGY ENVELOPE.

UNICES EXCEPT WATER HEATER AND RANGE LL BE EQUIPPED WITH INTERMITTENT DEVICES. ON NON NON-ABSORBANT WALL ADJACENT DRIES SHALL BE PROVIDED.

K'S INSTALLATION INSTRUCTIONS FOR ALL PERMITTED BY THIS CODE SHALL BE JOB SITE AT THE TIME OF INSPECTION PER CITY OF SAN FRANCISCO.

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

## site plan

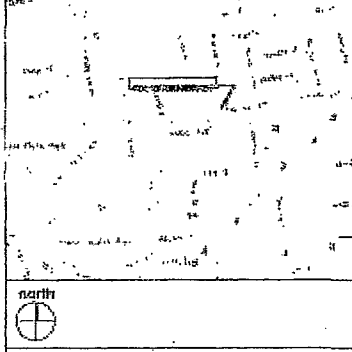


## sheet index

ARCHITECTURAL:	
A0.00	cover sheet: project data + site plan
A2.01	existing ground level and first floor plan (for reference only)
A2.02	existing second and third floor plans / third floor demo plan
A2.10	proposed third floor plan and interior elevations
A5.10	third floor reflected ceiling/elec/lighting plan + mandatory measures checklist

1/16" = 1'-0"

## vicinity map



## project data

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

architect: arleo architects inc  
 30 winfield st  
 san francisco, ca 94110  
 ph: (415)-420-8856  
 contact: led arleo

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

assessor's parcel #: block 0866 lot 009

zoning: RTD  
 occupancy: residential (3 units over garage)  
 existing/proposed use: residential (3 units over garage)  
 construction type: V non-rated (non-sprinklered)  
 allowable height: 40.0 ft  
 total existing building area: +/- 8,600 sf inc garage  
 (+/- 2,150 sf/unit)

total proposed floor area: (no change)  
 existing site area: 2,509 sf (27'-6" x 91'-3")  
 (2,735 sf per planning dept records)  
 existing coverage: 85% (2,152sf/2,509sf)  
 proposed coverage: 85% (no increase)  
 building code: 2013 CA bidg code

## project description

PROJECT DESCRIPTION:

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



**City & County of San Francisco**  
**Treasurer & Tax Collector**

**Office of the Treasurer & Tax Collector**

**Secured Property Tax Information & Payment - Property Information**  
**Tax Year 2015 - 2016**

All installments have been paid.

Prior Year Secured Tax Payment Information

- [2014-2015](#)
- [2013-2014](#)
- [2012-2013](#)
- [2011-2012](#)
- [2010-2011](#)

Mailing Information

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

**Property**

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

**Assessment Information**

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

**Direct Charges and/or Special Assessments**

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

Total Direct Charges and Special Assessments      \$688.98

Total Due      \$9,643.62

**Payment Summary**

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

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

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

**Supplemental Income and Loss**

OMB No. 1545-0074

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

**2014**

Department of the Treasury  
Internal Revenue Service (99)

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

Attachment  
Sequence No. 13

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

Name(s) shown on return

Your social security number

HOWARD COOPER

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

- A** Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions)  Yes  No  
**B** If "Yes," did you or will you file required Forms 1099?  Yes  No

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

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

1b	Type of Property (from list below)	2	Fair Rental Days	Personal Use Days	QJV
<b>A</b>	2	2	365		<input type="checkbox"/>
<b>B</b>	2	2	365		<input type="checkbox"/>
<b>C</b>	2	2	365		<input type="checkbox"/>

**Type of Property:**

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

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

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

Schedule E (Form 1040) 2014

421491  
10-22-14

HOWARD COOPER

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

SCHEDULE E OTHER EXPENSES STATEMENT 19

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

SCHEDULE E OTHER EXPENSES STATEMENT 20

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

SCHEDULE E OTHER EXPENSES STATEMENT 21

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

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

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

Department of the Treasury  
Internal Revenue Service (99)

**Supplemental Income and Loss**

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

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

OMB No. 1545-0074

**2013**

Attachment  
Sequence No. 13

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

Name(s) shown on return

Your social security number

HOWARD COOPER

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

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

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

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

1b	Type of Property (from list below)	2	Fair Rental Days	Personal Use Days	QJV
A	2	2	365		<input type="checkbox"/>
B	2	2	365		<input type="checkbox"/>
C	2	2	365		<input type="checkbox"/>

**Type of Property:**

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

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

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

Schedule E (Form 1040) 2013

321491  
10-30-13

HOWARD COOPER

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

SCHEDULE E OTHER EXPENSES STATEMENT 23

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

SCHEDULE E OTHER EXPENSES STATEMENT 24

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

SCHEDULE E OTHER EXPENSES STATEMENT 25

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

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

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

*"Turning Imagination Into Reality"*

**BID September 16, 2015**

<b>SUBMITTED TO:</b> Howard Cooper Greg Maher	<b>JOB LOCATION:</b> 101-105 Steiner St. San Francisco, CA.
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In the state of California contractors are required to be licensed and regulated by the Contractor's License Board. Questions may be referred to the registrar of the board at

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

Remove block retaining wall on north-west corner of building approximately 13'. Replace with new footing and retaining wall as needed, poured in all concrete with reinforced steel rebar. \$7,500.00

Remove post and beam supports at rear of building porch area. Pour new footing and foundation approximately 36'. Remove excess dirt and debris. \$17,500.00

Repair siding at back porch north and south walls, including scaffolding. Continuing hardi board shiplap siding on south side and top to bottom on north side. \$12,500.00

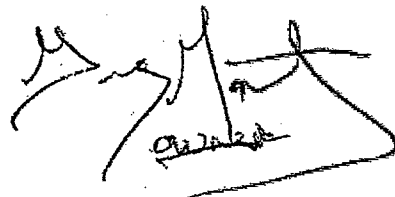
Read, Approved and Understood

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

**TOTAL BID \$37,500.00**

Pages 1 thru 1

Thank You  
We appreciate your business!



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

**Brendan J. Meere**  
License # 614571

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

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

*+ scaffolding  
\$1,000*

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

**EXTERIOR PREPARATION:**

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

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

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

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

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

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

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

Contd .....pg 2

Read, Approved and Understood

Pages 1 thru 2

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

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

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

-2-

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

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

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

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

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

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

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

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

**TERMS OF CONTRACT:**

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

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

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



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

Proposal: 1 of 1

Date: 9/29/2015

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

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

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

Job address: 101-105 Steiner City: San Francisco

- 1) Work scope: Scaffold erection, removal, and 45 day rental.  
Area to be scaffolded: Front, left side and back up to stairs with netting
- 2) Additional products to be installed by Pacific Scaffold Co. Inc. Netting

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

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

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

- D. 1) Scaffold will be erected and dismantled one time only, during daytime hours unless specified herein.
- 2) Scaffold will be erected and dismantled in accordance with applicable State and Federal Codes (excluding access ladder, toe boards, and debris netting, unless specified in Additional products to be installed). If not requested at time of proposal, items are available for additional charge.
- 3) Any alterations over and above this bid proposal will be charged at the applicable rates.

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

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

- 1) Responsible for maintenance, control, and safe use of scaffold.
- 2) Obtaining any permits that may be required.
- 3) Obtaining permission for Pacific Scaffold Co. Inc. to erect scaffold from adjoining property if required.
- 4) Responsible for repairing all holes in the existing structure left as a result of anchors necessary to stabilize the scaffold.
- 5) Advising Pacific Scaffold Co. Inc. of any intended use of enclosure products (debris netting, shrink wrap, plastic, plywood, etc.)
- 6) Arranging title authority for all necessary safe guards.
- 7) Responsible for any necessary protection for furniture, machinery, plants, walls, carpeting, floors, tile, brick, decks, and railings.

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

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

(Customers Authorized Representative)

**Read, Approved and Understood**

Pages 1 thru 4

# Modamas Inc.

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

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

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

## I. SCOPE OF WORK

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

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

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

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

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

## II. SURFACE PREPARATION – Exterior

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

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

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

Exterior proposal  
3 visible sides

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

### III. PRIME COAT

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

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

### IV. FINISH COAT

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

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

### V. CLEAN UP

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

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

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

Exterior proposal  
3 visible sides

#### VI. MISCELLANEOUS

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

#### VII. A FINAL NOTE

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

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

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

Exterior proposal  
3 visible sides

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

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

Regular timeframe: \$52,000	Xmas week– mid April: \$48,000	Save \$4,000!
<u>SF Permit: \$ 350**</u>	<u>SF Permit: \$ 350**</u>	
<b>TOTAL: \$52,350</b>	<b>TOTAL: \$48,350</b>	

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

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

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

---

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

Submitted by: Peter Illes

On: September 22, 2015

Accepted by: \_\_\_\_\_

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

*Please initial desired timeframe.*

Estimate valid for 90 days from date issued.

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

NOTICE TO OWNER

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



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

# Estimate

Date	Estimate #
5/15/2016	5816

Name / Address
Erik Eitel

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

Description	Qty	Rate	Total
UNIT #105 1st Room ~42" x 34" Replace bent glass/ plastic with new glass & new sash cords.	4	510.00	2,040.00T
2nd Room ~42" x 34" Replace bent glass/ plastic with new glass & new interior ogee stops. (Weatherstripping ?)	1	603.00	603.00T
~42" x 72" (1 3/4") CURVED Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, BENT Single Pane Glass, White Primer Coat Inside & Out (Weatherstripping ?)	2	2,215.00	4,430.00T
~48" x 34" Replace Single Pane Glass & new sash cords.	1	126.00	126.00T
BATHROOM ~26" x 21" Replace Single Pane Glass	1	77.00	77.00T
BEDROOM ~48" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out. (?)	1	476.00	476.00T
3rd Room (DINING ROOM) ~30" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	2	374.00	748.00T
~48" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	1	476.00	476.00T
Site Work: (Weatherstripping)	1	60.00	60.00T

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

Signature \_\_\_\_\_

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



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

# Estimate

Date	Estimate #
5/15/2016	5816

<b>Name / Address</b>
Erik Eitel

<b>Jobsite</b>
101-105 Steiner st. San Francisco, CA 94117

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

Contract signature and deposit needed for all work to begin.

**Total**

Signature \_\_\_\_\_

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



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

# Estimate

Date	Estimate #
5/15/2016	5816

Name / Address
Erik Bitel

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

Description	Qty	Rate	Total
~42" x 72" (1 3/4") CURVED Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, BENT Single Pane Glass, White Primer Coat Inside & Out (Weatherstripping ?)	2	2,215.00	4,430.00T
BEDROOM ~42" x 34" Replace Single Pane Glass & new sash cords. (Weatherstripping)	1	186.00	186.00T
3rd Room (DINING ROOM) ~30" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	2	374.00	748.00T
~42" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	1	476.00	476.00T
~42" x 34" Replace Single Pane Glass top & bottom / new sash cords.	2	222.00	444.00T
Wet Room ~12" x 16" Replace Single Pane Glass top & bottom / new sash cords.	1	83.00	83.00
Hallway ~20" x 33" Replace Single Pane Glass (?)	1	84.00	84.00
Unit #101 ~48" x 72" (1 1/2") Single Hung Sash Set w/ Lugs , V.G. Douglas Fir Wood, Single Pane Glass, White Primer Coat Inside & Out.	2	476.00	952.00T
New Sash Installation / Sash removal for reglazing (bent glass with wax contractor cardboard).	1	8,700.00	8,700.00

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

Signature \_\_\_\_\_

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





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

# Estimate

Date	Estimate #
5/15/2016	5816

Name / Address
Erik Eitel

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

Description	Qty	Rate	Total
San Francisco Sales Tax		8.75%	1,699.69

Contract signature and deposit needed for all work to begin.	<b>Total</b>	\$29,991.69
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Signature \_\_\_\_\_

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

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

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

**CONTRACT**

101-105 Steiner-Windows

THIS AGREEMENT is between the Contractor:

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

And the Owner:

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

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

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

Inclusions:

**Windows:**

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

**101 Steiner:**

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

**103 Steiner:**

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

**105 Steiner:**

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

Paint all new sashes  
 Permits and Inspections

Exclusions/Not in Contract:

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

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

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

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

- Payment # 1: \$10,000 paid upon permit acquired
- Payment # 2: \$15,000 paid upon completion of reconditioned sashes
- Payment # 3: \$9,960 paid upon completion of job and final inspection

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

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

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

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

ACCEPTANCE:

Contractor:

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

Owner:

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

## ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

**CONTRACT****101-105 Steiner-Voluntary Structural Upgrade**

THIS AGREEMENT is between the Contractor:

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

And the Owner:

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

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

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

Inclusions: Voluntary Structural Upgrade on ground floor

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

Framing new shearwalls-adding connectors- 25 linear feet

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

Permits and Inspections

Clean up and off haul materials

Exclusions/Not in Contract:

Structural Engineering

Special Inspections

Parking Permits

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

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

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

PAYMENT: Owner agrees to pay Contractor a total cash price of \$52,000 (twenty eight thousand eight hundred eighty dollars), with a down payment of \$10,000 upon signing of contract, and a payment schedule as follows:

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

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

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

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

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

ACCEPTANCE:

Contractor:

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

Owner:

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

## ADDITIONAL TERMS AND CONDITIONS

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



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

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

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

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

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

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

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

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

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

**CONTRACT**

101-105 Steiner-Roof

THIS AGREEMENT is between the Contractor:

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

And the Owner:

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

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

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

Inclusions:

**Roofing:**

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

Exclusions/Not in Contract:

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE:

Contractor:

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

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

Owner:

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

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

## ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

May 6, 2016

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

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

Dear Karli & Jason:

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

**PROJECT DESCRIPTION**

Strandberg Engineering understands that the project includes the following:

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

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

**ENGINEERING SERVICES**

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

**1. CONSTRUCTION DOCUMENTS**

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

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

**2. CONSTRUCTION ADMINISTRATION**

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

**FEES & EXPENSES FOR ENGINEERING SERVICES**

**1. PROFESSIONAL FEES**

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

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

**2. REIMBURSABLE EXPENSES**

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

**3. PAYMENT**

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

#### 4. SCHEDULE OF RATES

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

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

#### 5. INSURANCE

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

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

#### 6. SCHEDULE OF REIMBURSABLE EXPENSES

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



## 7. ADDITIONAL SERVICES

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

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

## TERMS AND CONDITIONS

### 1. ACCEPTANCE

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

**2. MEANS AND METHODS**

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

**3. ACCESS**

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

**4. ENTIRE AGREEMENT**

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

**5. NO THIRD PARTY BENEFICIARIES**

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

**6. LIMITATION OF LIABILITY**

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

**7. SAVINGS PROVISION**

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

**8. SUCCESSORS AND ASSIGNS**

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

**9. TIMELINE**

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

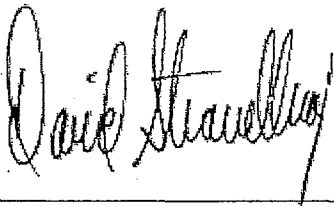
**10. TERMINATION OF SERVICES**

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

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

Best Regards,

Accepted By:



David Strandberg, Principal

\_\_\_\_\_  
Kari Sager / Jason Monberg

\_\_\_\_\_  
Date

\_\_\_\_\_  
( )

Client phone number

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

\_\_\_\_\_  
Client email address

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

**May 2016  
101-105 Steiner Street**

**Property Information**

Address: 101-105 Steiner Street

Block/Lot: 0866/009

Zoning District: RTO

Height & Bulk District: 40-X

Eligibility: Contributor to Duboce Park Landmark District

**Owner Information**

Name: Jason Monberg & Karli Sager

Address: 56 Potomac Street  
San Francisco, CA 94117

Phone: 415-722-4972

Phone: 415-269-8518

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

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

**Pre-Inspection**

Application fee paid

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

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

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

**Inspection Overview**

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

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

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

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

- Thorough sample of units/spaces
- Representative
- Limited

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

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

**Notes and Recommendations**

Foundation/Structural

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

Exterior

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

Roof

Roof proposed for replacement in 2028.

Chimneys

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

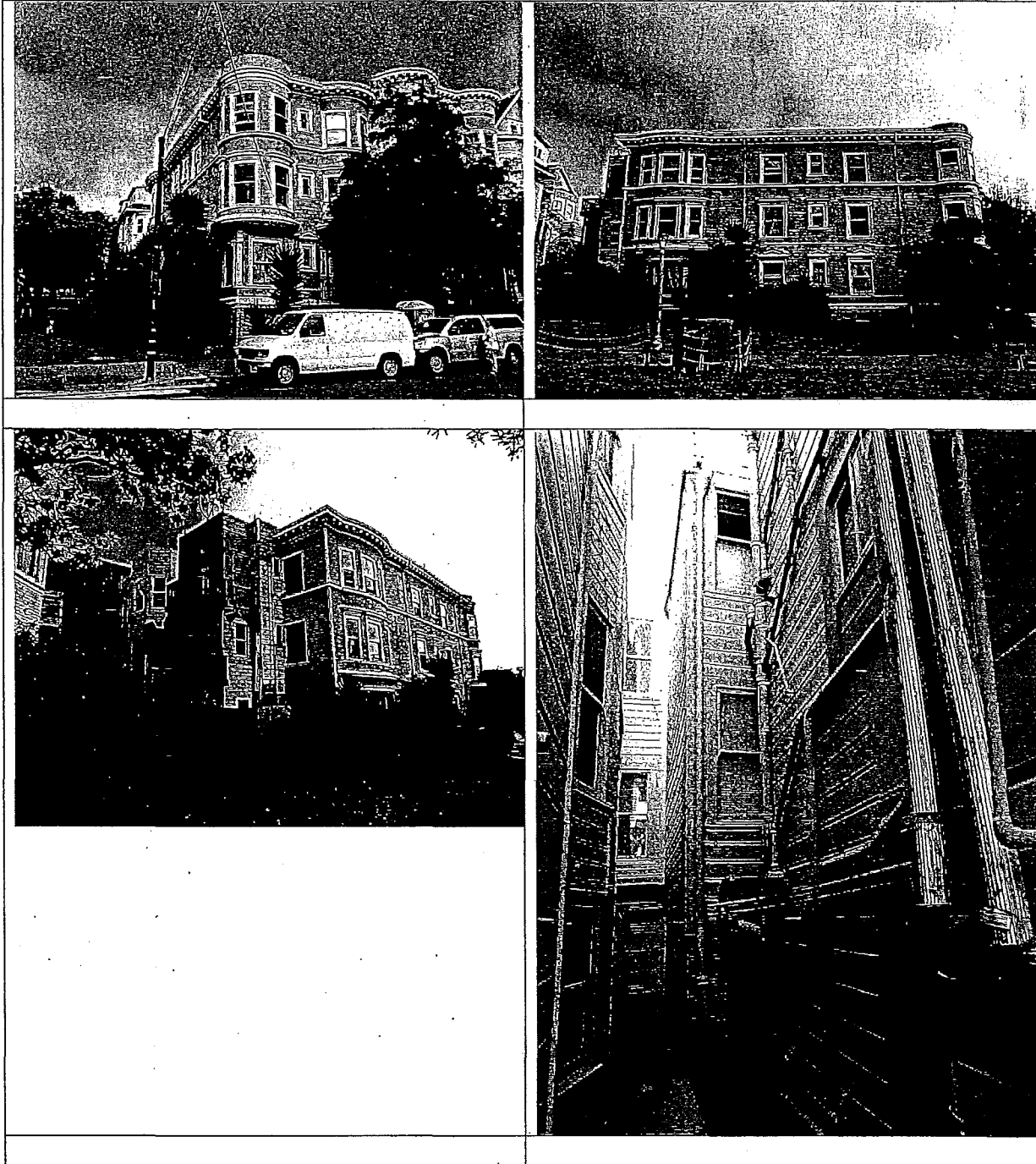
Windows

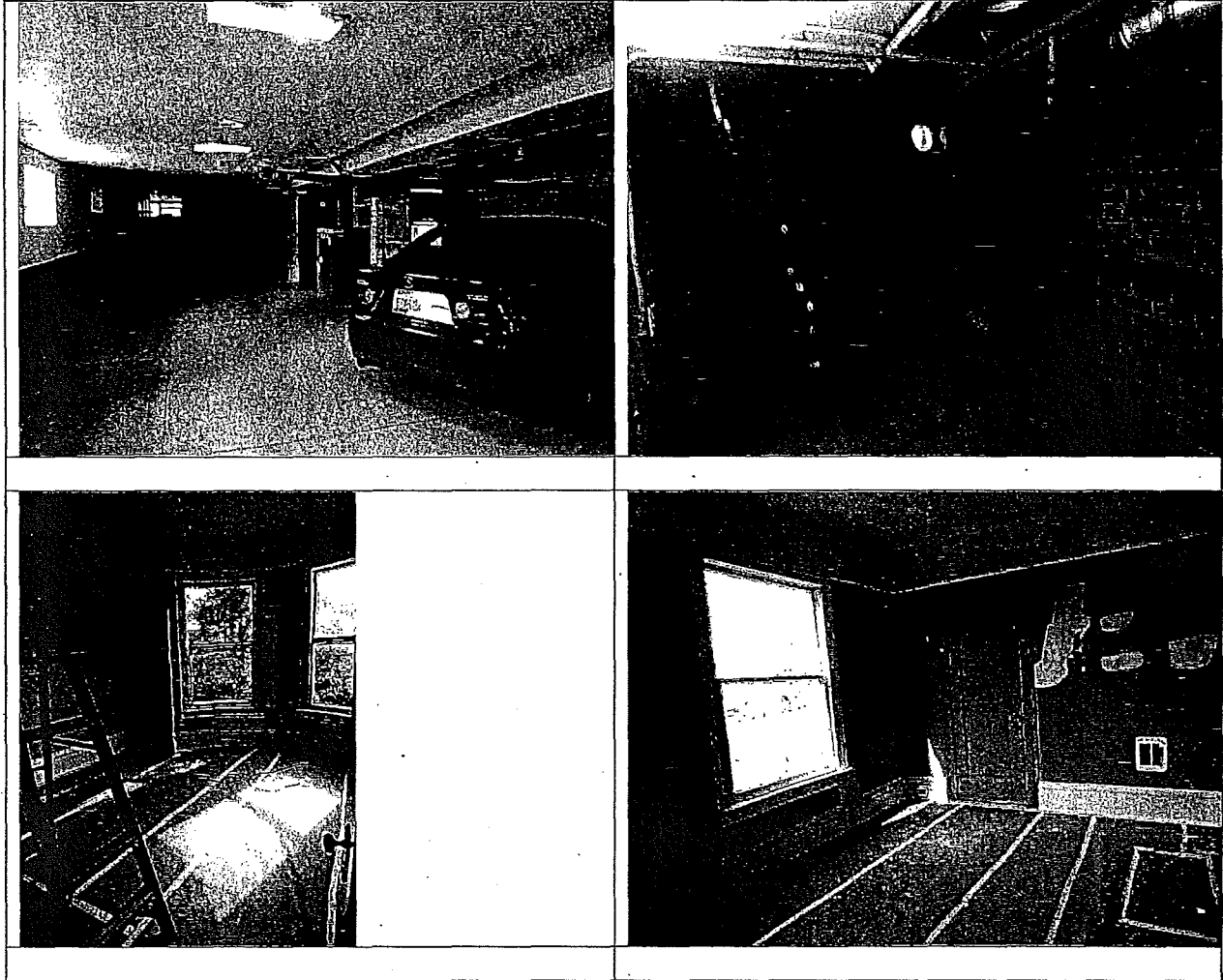
Windows will be repaired. Vinyl windows will be replaced with wood sash to match existing.

**Conditions for Approval**

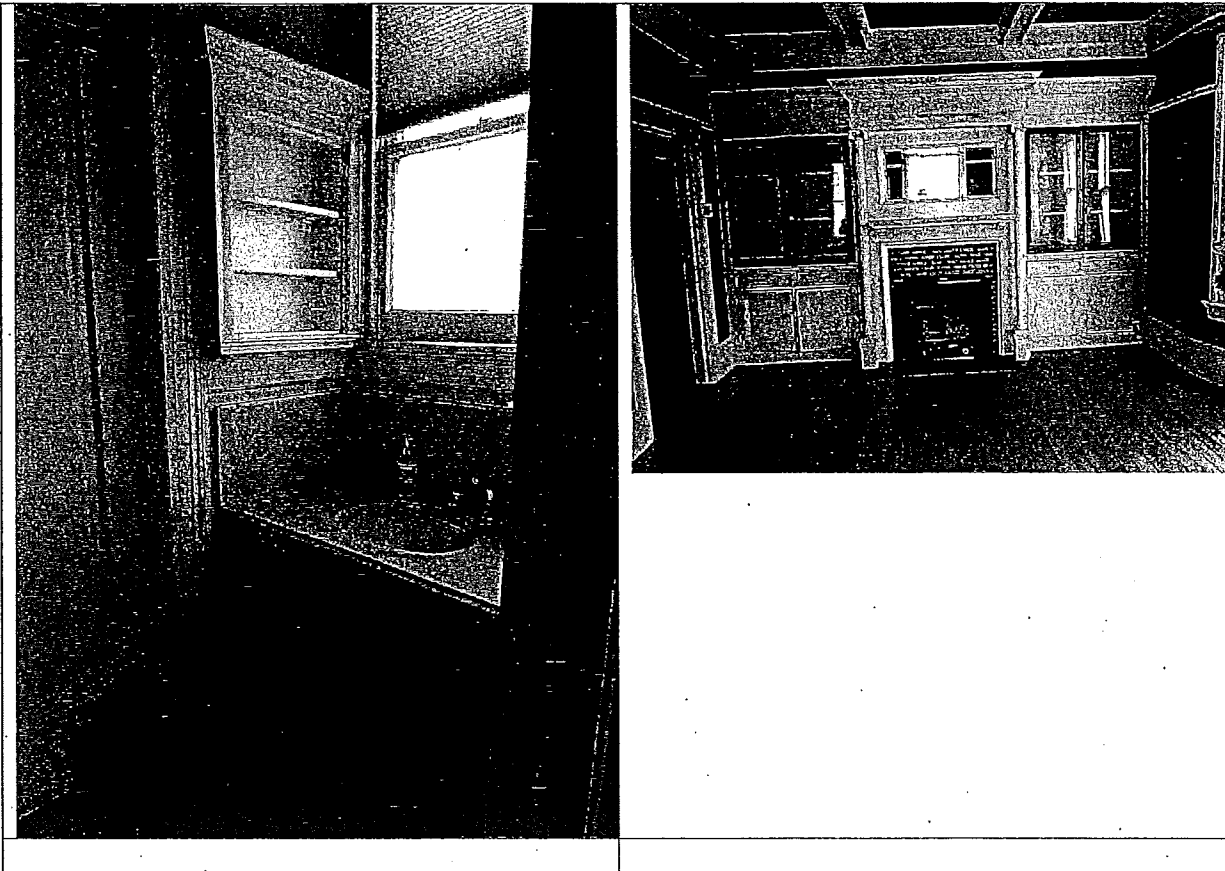
None

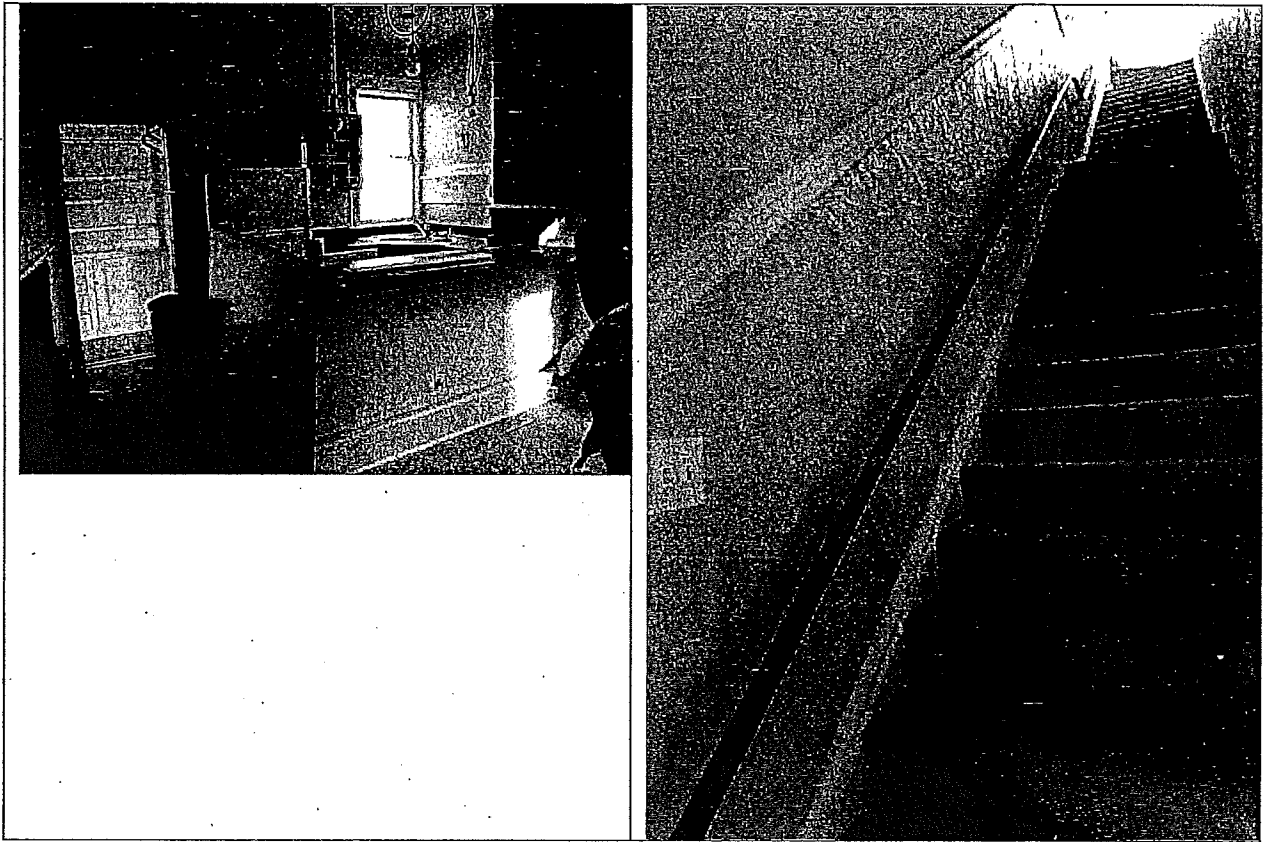
Photographs











BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

October 26, 2016

**File No. 161100**

Lisa Gibson  
Acting Environmental Review Officer  
Planning Department  
1650 Mission Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103

Dear Ms. Gibson:

On October 18, 2016, Supervisor Wiener introduced the following legislation:

**File No. 161100**

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

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

A handwritten signature in cursive script, appearing to read "Erica Major".

By: Erica Major, Assistant Clerk  
Board of Supervisors

Attachment

c: Joy Navarrete, Environmental Planning  
Jeanie Poling, Environmental Planning

BOARD of SUPERVISORS



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## MEMORANDUM

TO: John Rahaim, Director, Planning Department  
Carmen Chu, Assessor-Recorder, Office of the Assessor-Recorder  
Jonas Ionin, Commissions Secretary, Historical Preservation Commission

FROM: Erica Major, Assistant Clerk, Government Audit and Oversight Committee,  
Board of Supervisors

DATE: October 26, 2016

SUBJECT: LEGISLATION INTRODUCED

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Supervisor Wiener on October 18, 2016:

**File No. 161100**

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

If you have any additional comments or reports to be included with the file, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Scott Sanchez, Planning Department  
Lisa Gibson, Planning Department  
AnMarie Rodgers, Planning Department  
Aaron Starr, Planning Department  
Joy Navarrete, Planning Department  
Jeanie Poling, Planning Department  
Edward McCaffrey, Office of the Assessor-Recorder

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.  
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission     Youth Commission     Ethics Commission
- Planning Commission     Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative**

**Sponsor(s):**

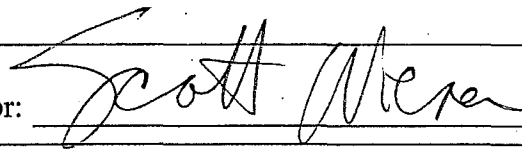
Supervisor Wiener

**Subject:**

Mills Act Historical Property Contract - 101-105 Steiner Street

**The text is listed below or attached:**

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

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

