

File No. 180983

Committee Item No. 1

Board Item No. 37

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight
Board of Supervisors Meeting:

Date: November 7, 2018
Date: Nov. 13, 2018

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|----------------------------------------------|
| <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 type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input checked="" 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

- | | | |
|-------------------------------------|-------------------------------------|--------------------------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Presentation - November 7, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Case Report - 2018 Mills Act Applications</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>HPC Reso. No. 989 - October 3, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Rehabilitation and Maintenance Plans</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Assessor's Mills Act Valuation</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Mills Act Application Documents</u> |

Prepared by: John Carroll
Prepared by: John Carroll

Date: November 2, 2018
Date: November 8, 2018

1 [Mills Act Historical Property Contract - 2253 Webster Street]

2
3 **Resolution approving an historical property contract between Virginia Hong, the owner**
4 **of 2253 Webster Street, and the City and County of San Francisco, under**
5 **Administrative Code, Chapter 71; and authorizing the Planning Director and the**
6 **Assessor-Recorder to execute and record 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. 180983, 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 provisions
22 of the Mills Act and to preserve these historic buildings; and

23 WHEREAS, 2253 Webster Street is designated as a Contributor to the Webster Street
24 Historic District under Article 10 of the Planning Code and thus qualifies as an historical
25 property as defined in Administrative Code, Section 71.2; and

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13 this Resolution comply with the California Environmental Quality Act (California Public
14 Resources Code, Sections 21000 et seq.); and

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16 File No. 180983, is incorporated herein by reference, and the Board herein affirms it; and

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18 and international reputation and that have not been adequately maintained, may be
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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 provisions
22 of the Mills Act and to preserve these historic buildings; and

23 WHEREAS, 2253 Webster Street is designated as a Contributor to the Webster Street
24 Historic District under Article 10 of the Planning Code and thus qualifies as an historical
25 property as defined in Administrative Code, Section 71.2; and

1 WHEREAS, A Mills Act application for an historical property contract has been
2 submitted by Virginia Hong, the owner of 2253 Webster Street, detailing rehabilitation work
3 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 2253 Webster Street was reviewed by the Assessor's Office
6 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 10, 2018, which
11 report is on file with the Clerk of the Board of Supervisors in File No. 180983 and is hereby
12 declared to be a part of this Resolution as if set forth fully herein; and

13 WHEREAS, The Historic Preservation Commission recommended approval of the
14 historical property contract in its Resolution No. 989, 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. 180983 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 Virginia Hong, the owner
19 of 2253 Webster Street, and the City and County of San Francisco is on file with the Clerk of
20 the Board of Supervisors in File No. 180983 and is hereby declared to be a part of this
21 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 whether the City should execute the historical property contract for 2253 Webster Street; and

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WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the owner of 2253 Webster Street with the cost to the City of providing the property tax reductions authorized by the Mills Act, as well as the historical value of 2253 Webster Street and the resultant property tax reductions, and has determined that it is in the public interest to enter into a historical property contract with the applicants; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the historical property contract between Virginia Hong, the owner of 2253 Webster Street, and the City and County of San Francisco; and, be it

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

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

**CALIFORNIA MILLS ACT
HISTORIC PROPERTY AGREEMENT
2253 WEBSTER 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 Virginia Hong Revoc Living Trust ("Owners").

RECITALS

Owners are the owners of the property located at 2253 Webster Street, in San Francisco, California (Block 0612, Lot 001). The building located at 2253 Webster Street is designated as a contributor to the Webster Street Historic District (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 eighty seven thousand, three hundred sixty four dollars and thirty-one cents (\$87,364.31). (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 three thousand, five hundred dollars (\$3,500) 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. 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 this Agreement (also referred to as a Mills Act Agreement or a Historic Property Agreement) with City to help mitigate anticipated expenditures to restore and maintain the Historic Property. City is willing to enter into this 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 in this Agreement, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions, and obligations provided for in the Mills Act will be applied to the Historic Property during the Term (as defined in Paragraph 7 below), commencing on the date that this Agreement is recorded.

2. Rehabilitation of the Historic Property. Owners will undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") according to certain standards and requirements. Those standards and requirements include, but are not 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 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. Owners will (a) apply for any necessary permits no more than six (6) months after the date this Agreement is recorded, (b) commence the work within six (6) months of receipt of necessary permits, and (c) complete the work within three (3) years from the date of receipt of permits. Upon written request by 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. The work will 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 may result in cancellation of this Agreement as set forth in Paragraphs 11 and 12 below.

3. Maintenance. Owners will 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 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. If fifty percent (50%) or less of the Historic Property is damaged by any cause whatsoever, Owners will replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners will commence the repair work within thirty (30) days after the date of the damage and will diligently perform and complete the repair work within a reasonable time, as determined by 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 will apply for any necessary permits for the work within sixty (60) days after the date of the damage, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and diligently perform and complete the repair work within a reasonable period of time, as determined by City. Upon written request by 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 must comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 above. If twenty percent (20%) or more of the Historic Property is damaged due to a catastrophic event, such as an earthquake, or if more than fifty percent (50%) of the Historic Property is destroyed from any cause whatsoever, then City and Owners may mutually agree to terminate this Agreement and Owners will not be obligated to pay the cancellation fee set forth in Paragraph 12 below. Upon the termination, City will assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners will pay property taxes to City based upon that valuation as of the date of termination.

5. Insurance. Owners will obtain and maintain adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and will submit evidence of that insurance to City upon request.
6. Inspections and Compliance Monitoring. Before entering into this Agreement Owners have allowed, and every five years during the Term (defined in Paragraph 7 below) upon seventy-two (72) hours advance notice Owners will allow any representative of 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 term of this Agreement, Owners will 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 will be effective on the recording date for a term of ten years from that date ("Term"), as it may be extended. As provided in Government Code section 50282, one year will 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 below.
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 Owners or City desire not to renew this Agreement, then that party will serve written notice on the other party before the annual renewal date. Owners must serve the written notice of nonrenewal to City at least ninety (90) days before the date of renewal. City must serve the written notice of non-renewal to Owners at least sixty (60) days before the date of renewal. If City elects not to renew the Agreement, then the Board of Supervisors must make City's determination that this Agreement will not be renewed and send a notice of nonrenewal to Owners. Upon receipt by Owners of a notice of nonrenewal from City, Owners may make a written protest. At any time before the renewal date, the City's Board of Supervisors may withdraw its notice of nonrenewal. If either party serves a notice of nonrenewal of this Agreement, this Agreement will remain in effect for the remaining balance of the Term. If either party elects not to renew this Agreement, then the electing party may cause a notice of nonrenewal in the form attached as Exhibit C to this Agreement to be completed and recorded. Upon the expiration of this Agreement, City will assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners will pay property taxes to City based upon that valuation as of the date of expiration.
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 City, Owners will pay City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners will pay City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 above.
11. Default. If City determine that any of the following have occurred, City will give Owners written notice by registered or certified mail specifying the failure:
 - (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with Paragraph 2 above;
 - (b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with Paragraph 3 above;

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

If Owners do not undertake and diligently pursue corrective action to the reasonable satisfaction of City within thirty (30) days after the date of the notice, then the Board of Supervisors will conduct a public hearing to determine whether an event of default has occurred. Notice of the public hearing will be mailed to the last known address of each owner of property in the Hayes Valley Residential Historic District and published under Government Code section 6061. If the Board of Supervisors determines that an event of default has occurred, City will either cancel this Agreement as set forth in Paragraph 12 below or bring an action to enforce this contract, including, but not limited to, an action for specific performance or injunction.

12. Cancellation. If the Board of Supervisors determines that an event of default has occurred and elects to cancel the contract, then Owners will 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 will determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee will be paid to the City Tax Collector at such time and in such manner as City may prescribe. As of the date of cancellation, Owners will pay property taxes to 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.

13. Enforcement of Agreement. No failure by City to cancel this Agreement or file an action will be deemed to be a waiver of this Agreement or any claim for an event of default under this Agreement.

14. Indemnification. Owners will indemnify, defend, and hold harmless City and all of its boards, commissions, departments, agencies, agents, and employees (individually and collectively, the "Indemnitees") 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; (c) the condition of the Historic Property; (d) any construction or other work undertaken 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 will include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the Indemnitees and the Indemnitees' cost of investigating any claim. In addition to Owners' obligation to indemnify the Indemnitees, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend the Indemnitees 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, and continues at all times thereafter. Owners' obligations under this Paragraph survive termination of this Agreement.

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

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

17. Legal Fees. If either City or Owners fail to perform any of their obligations under this Agreement or if 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 under this Agreement, 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 will 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.

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

19. Recordation. Within 20 days after the date of execution of this Agreement, the parties will cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco.

20. 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.

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

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

23. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

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

25. MacBride Principles. City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Owners acknowledge that it has read and understands the above statement of City concerning doing business in Northern Ireland.

26. Sunshine. Owners understand and agree that under the San Francisco Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement or the Mills Act are public records subject to public disclosure.

27. Conflict of Interest. Through its execution of this Agreement, Owners acknowledge that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and California Government Code section 87100 et seq. and section 1090 et seq., and certifies that it does not know of any facts that constitute a violation of those provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the Term.

28. Notification of Limitations on Contributions. Through execution of this Agreement, Owners acknowledge that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by City and the contractor. Negotiations are terminated when City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

29. Nondiscrimination. In the performance of this Agreement, Owners agree not to discriminate on the basis of the fact or perception of a person's, race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes, against any City employee, employee of or applicant for employment with Owners, or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by Owners. A similar provision must be included in all subordinate agreements let, awarded, negotiated, or entered into by Owners for the purpose of implementing this Agreement.

30. Exhibits. Exhibits A, B, and C attached to this Agreement are incorporated and made a part of this Agreement by reference.

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

32. Signatures. This Agreement may be signed and dated in counterparts, and when all counterparts are assembled, will be considered one document.

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

CITY AND COUNTY OF SAN FRANCISCO:

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

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

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

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

OWNERS

By: _____ (signature) DATE: _____
Virginia Hong, Owner

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

Exhibit A: Rehabilitation/Restoration Plan: 2253 Webster Street

1 Scope Number	Building Feature: West & NW Corner (back) of Basement Level
Type: Rehab/Restoration, Completed	
Contract Year for Work Completion: 2017	
Total Cost: \$50,000	
Description of Work:	
Improper drainage of water from deck caused dry rot damage which occurred on the west and north/west corner (back) of building on the basement level. Corner posts and several studs at the basement level were damaged. The foundation sill plate on west side was also compromised. Rear side of home was shored/supported and dry rot members removed. New pressure treated or Douglas fir support post were inserted and installed. Rim joist between basement and first floor was beefed up by adding two 2x12 pressure treated and douglas fir members to the existing joist. We also installed ply wood sheeting, weather stripping, insulation and brand new siding to the west wall in affected areas. We also replaced ledger plate for the deck and added deck spacers to allow for water drainage.	

2 Scope Number	Building Feature: West Side (Back) of the First Floor
Type: Rehab/Restoration, Completed	
Contract Year for Work Completion: 2017	
Total Cost: \$7,270	
Description of Work:	
Dry rot was found on west wall framing of the first floor. Removed dry rot members, installed new structurally sound members, sealed with waterproofing paper and new siding.	

3 Scope Number	Building Feature: All Sides of Exterior of Building
Type: Rehab/Restoration, Completed	
Contract Year for Work Completion: 2017	
Total Cost: \$18,000	
Description of Work:	
Exterior painting of House. The work included prep, priming and application of finish coats to the whole house. Siding Wall repairs with Bondo at seams. putty and caulk trim/jamb. Caulk all open seams on trim, windows and doors. Patch all nail holes around doors, windows, and other openings.	

4	Scope Number	Building Feature: East and South Side of House
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$7,600		
Description of Work:		
Replace flashing on five of the window ledges, two bay window ledges and front door ledge		

5	Scope Number	Building Feature: East and North Parapet Roofing
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$6,000		
Description of Work:		
Repair roofing at pitched overhang to allow water to drain evenly.		

6	Scope Number	Building Feature: North side of Building
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$3,850		
Description of Work:		
A large area (6.5' x 20') on the north side of the building has missing siding and rotting. Remove and clean rotted wood, board, old weather paper barrier, replace with new siding and weather stripping.		

7	Scope Number	Building Feature: Handrail for front stairs of building
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2020		
Total Cost: \$20,000		
Description of Work:		
Erect period handrails on the exterior stair entrance into home. Currently there is none.		

8	Scope Number	Building Feature: Roof
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2024		
Total Cost: \$21,000		
Description of Work:		
Roof Replacement		

9	Scope Number	Building Feature: All Sides of Exterior of Building
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2026		
Total Cost: \$20,000		
Description of Work:		
Paint all sides of exterior of building		

10	Scope Number	Building Feature: East (Front) Side of House
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2026		
Total Cost: \$8,914.31		
Description of Work:		
Replace Front Door in kind		

Exhibit B: Maintenance Plan: 2251 Webster Street

1 Scope Number	Building Feature: All Sides of Exterior of Building
Type: Maintenance, Proposed	
Contract Year for Work Proposed: Annual	
Total Cost: \$800	
Description of Work:	
Inspection and do necessary repairs for sidings.	

2 Scope Number	Building Feature: Windows on All Sides of House
Type: Maintenance, Proposed	
Contract Year for Work Proposed: Annual	
Total Cost: \$800	
Description of Work:	
Inspection and do necessary repairs for all widows.	

3 Scope Number	Building Feature: Roof
Type: Maintenance, Proposed	
Contract Year for Work Proposed: Annual	
Total Cost: \$500	
Description of Work:	
Inspection and do necessary repairs for roof.	

4 Scope Number	Building Feature: Front Porch
Type: Maintenance, Proposed	
Contract Year for Work Proposed: Annual	
Total Cost: \$600	
Description of Work:	
Inspect for water damage and dry rot on front porch, and make in-kind repairs as necessary.	

5 Scope Number	Building Feature: Front Door
Type: Maintenance, Proposed	
Contract Year for Work Proposed: Annual	
Total Cost: \$800	
Description of Work:	
Inspect for water damage and dry rot for front door, and make repairs and paint as necessary.	

2018 Mills Act Contracts

Government Audit and Oversight Committee Review

November 7, 2018

3790



**SAN FRANCISCO
PLANNING DEPARTMENT**

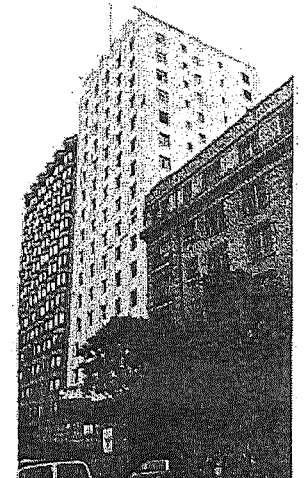
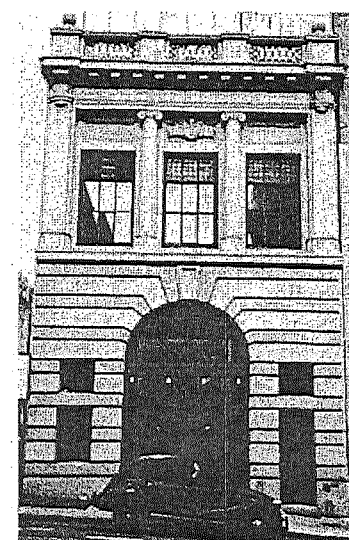
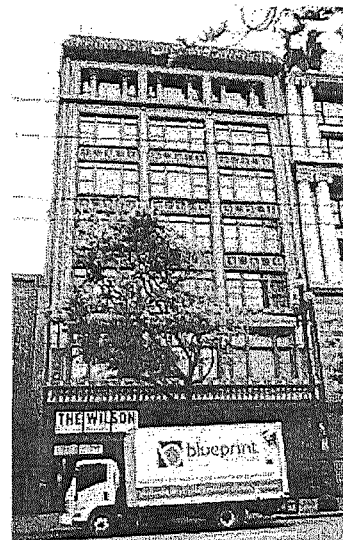
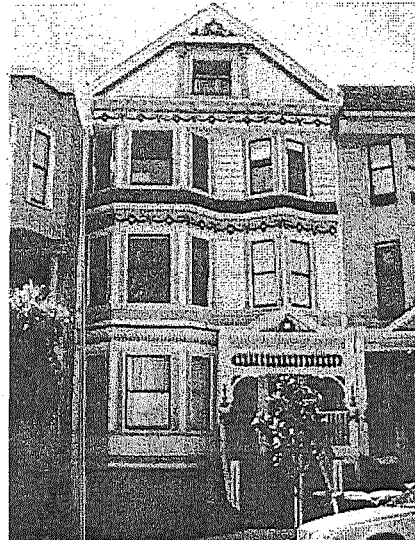
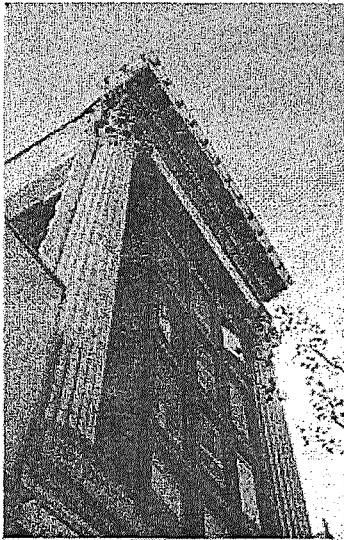
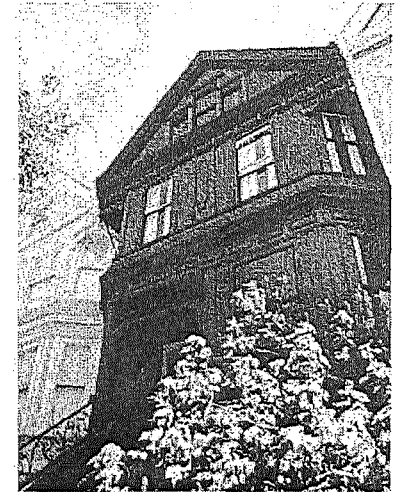
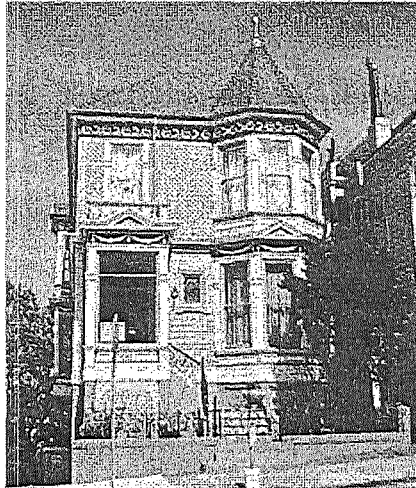
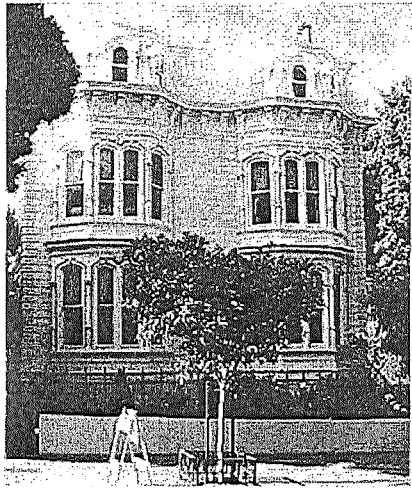
What is the Mills Act?

- California's leading financial incentive program for historic preservation since 1972.
- Contract between the City and property owner that allows for a potential reduction in property taxes.
- Tax savings will be used to offset cost of rehabilitation, restoration, and maintenance work in conformance with the Secretary's Standards.
- Only local financial incentive program for restoring, rehabilitating, and maintaining eligible properties to promote appreciation of the City's architecture, history, and culture.



Active Mills Act Contracts

3792



2019 Mills Act Application Changes

1. Qualified historic properties must also meet **Priority Consideration Criteria** in order to be considered for a Mills Act Contract:
 - (a) Necessity
 - (b) Investment
 - (c) Distinctiveness
 - (d) Legacy Business
 - (e) Recently Designated City Landmarks (requires amendment to Administrative code)

2. Properties with **outstanding violations are not eligible to apply** for the Mills Act.

3. Mills Act Contracts must include **minimum scopes of work**, such as seismic work, accessibility, and life safety improvements.



4. Scopes of work may be completed in the calendar year the Mills Act application is made.
5. All proposed scopes of completed during the first ten years of the contract.
6. A Certificate of Appropriateness (COA) for scopes of work must be filed and approved during the Mills Act application process.

*Most of these policy changes may be made at the staff level.***



2253 Webster Street (built c. 1900)
Contributor to Webster Street Historic District



District 2



353 Kearny Street (built 1907)

Category IV – Contributory Building to Kearny-Market-Mason-Sutter Conservation District



District 3



465-467 Oak Street (built 1899)
Hayes Valley Residential California Register Historic District

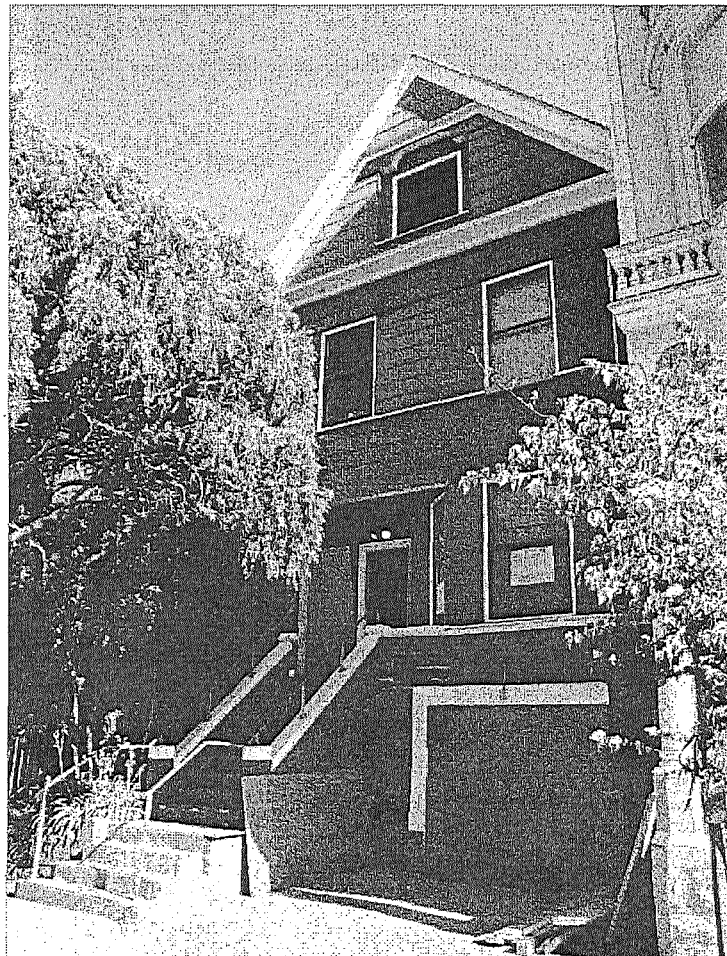


3797

District 5



587 Waller Street (built c. 1900)
Duboce Park Historic District

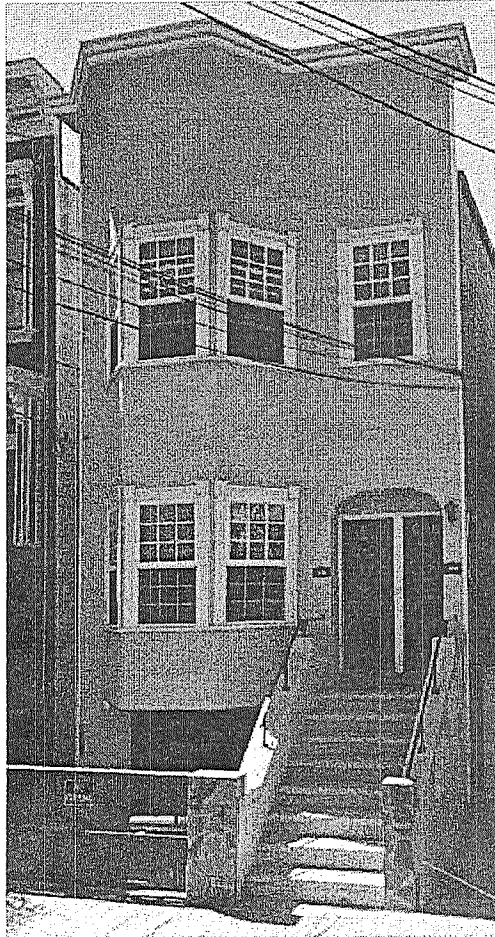


District 8

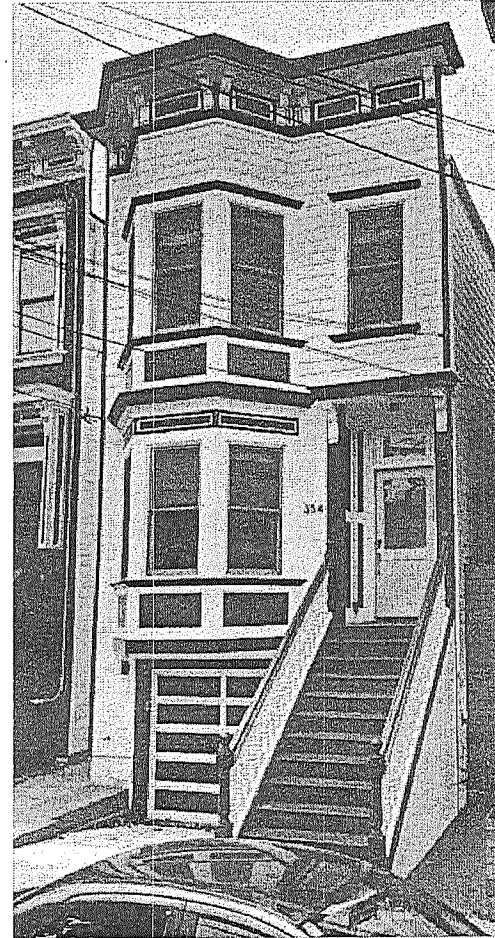
3798



354-356 San Carlos (built 1877)
Liberty Hill Historic District (District 9)



Prior to rehabilitation.



Existing condition.
Rehabilitation completed 2015-2016.



811 Treat Avenue (built c. 1882)
National Register of Historic Places



3800

District 9



A	B	C	D	E	F	G H I Three Way Value Comparison			J Lesser of the 3 Comparisons	K	L	M	N
APN	Address	Property Type	Owner Occupied	Year Built	Square Feet	Factored Base Year Value	Restricted Value by Income	Market Value	Taxable Mills Act Value	Reduction in Assessed Value	Percentage % Reduction From FBV	2018 Property Tax Rate	Estimated Property Tax Savings
03-0270-001	353 Kearny (a)	Office/Retail	No	1907	9,729	\$ 6,800,000	\$ 4,500,000	\$ 7,200,000	\$ 4,500,000	\$ (2,300,000)	-33.82%	1.1630%	(\$26,749)
05-0612-001	2253 Webster	SFR	Yes	1880	1,604	\$ 2,142,872	\$ 970,000	\$ 2,150,000	\$ 970,000	\$ (1,172,872)	-54.73%	1.1630%	(\$13,641)
06-0840-017	465 Oak	2-units	Yes/No	1875	2,394	\$ 2,616,162	\$ 1,230,000	\$ 2,625,000	\$ 1,230,000	\$ (1,386,162)	-52.98%	1.1630%	(\$16,121)
06-0865-021	587 Waller (b)	SFR	Yes	1900	2,785	\$ 2,400,000	\$ 1,000,000	\$ 2,750,000	\$ 1,000,000	\$ (1,400,000)	-58.33%	1.1630%	(\$16,282)
24-3609-093	354-356 San Carlos	2-units	Yes/No	1900	2,070	\$ 1,543,282	\$ 1,156,661	\$ 1,650,100	\$ 1,156,661	\$ (386,621)	-25.05%	1.1630%	(\$4,496)
24-3613-053	811 Treat (b)(c)	7-units	No	1900	5,793	\$ 1,424,030	\$ 1,392,679	\$ 3,260,000	\$ 1,392,679	\$ (31,351)	-2.20%	1.1630%	(\$365)

(a) Income value is \$7,500,000 with temporary lease-up value of \$4,500,000

Market value is \$10,250,000 with temporary lease-up value of \$7,200,000

(b) Current condition of property warrants a lesser remaining economic life and improvement allocation

(c) Lease-up \$140,000

3801

Interest Rate 4.00% for 2018 (BOE LTA 9/13/2017)
+ Risk Rate 4.00% for owner occupied and 2.00% for non-owner occupied
+ Property Tax Rate 1.1723% (used 2017 tax rate because 2018 tax rate will not be announced until late Sept. 2018)
+ Amortization Rate for Improvements (1/REL) x % of total property value allocated to improvements
= **Restricted Capitalization Rate**

353 Kearny Retail occupied and Offices vacant. Office space to undergo significant renovation - windows, roof, elevator, exterior repair, interior flooring; ceiling lighting, HVAC, bathroom upgrades, and tenant improvements. Anticipated to take 2-years at an estimated cost of \$2.7 million

811 Treat Two buildings on one lot with a total of 7 units. The front building consisting of 5 units is subject to the Mills Act Contract. The rear building containing 2 units is not part of the contract.



SAN FRANCISCO PLANNING DEPARTMENT

Mills Act Historical Property Contracts Case Report

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Hearing Date: October 3, 2018
Staff Contact: Shannon Ferguson – (415) 575-9074
shannon.ferguson@sfgov.org
Reviewed By: Tim Frye – (415) 575-6822
tim.frye@sfgov.org

a. *Filing Date:* May 1, 2018
Case No.: 2018-006629MLS
Project Address: 2253 Webster Street (District 2)
Landmark District: Contributor to the Webster Street Historic District
Zoning: RH-2 (Residential-House, Two-Family District)
Height & Bulk: 40-X
Block/Lot: 0612/001
Applicant: Virginia Hong Revoc Living Trust
2253 Webster Street
San Francisco, CA 94115

b. *Filing Date:* May 1, 2018
Case No.: 2018-006717MLS
Project Address: 353 Kearny Street (District 3)
Landmark District: Category IV–Contributory Building to Kearny-Market-Mason-Sutter
Conservation District
Zoning: C-3-O – Downtown-Office
Height and Bulk: 80-130-F
Block/Lot: 0270/001
Applicant: Pine Kearny LLC
590 Pacific Avenue
San Francisco, CA 94133

c. *Filing Date:* May 1, 2018
Case No.: 2018-006796MLS
Project Address: 465-467 Oak Street (District 5)
Landmark District: Contributor to the California Register of Historical Places-listed
Hayes Valley Residential Historic District
Zoning: RTO (Residential Transit Oriented District)
Height and Bulk: 40-X
Block/Lot: 0840/017
Applicant: Joseph E & Jennifer A Laska Jnt Lvg Trust
467 Oak Street
San Francisco, CA 94102

www.sfplanning.org

Mill Act Applications
October 3, 2018

2018-006629MLS (2253 Webster Street); 2018-006717MLS (353 Kearny Street);
2018006796MLS (465-467 Oak Street); 2018-006690MLS (587 Waller Street); 2018-
006794MLS (354-356 San Carlos Street); 2018-007338MLS (811 Treat Avenue)

- d. *Filing Date:* May 1, 2018
Case No.: 2018-006690MLS
Project Address: 587 Waller Street (District 8)
Landmark District: Contributing building to Duboce Park Historic District
Zoning: RTO (Residential Transit Oriented District)
Height and Bulk: 40-X
Block/Lot: 0865/021
Applicant: Christopher Hansten & June Kwon
4658 18th St. PH
San Francisco, CA 94114
- e. *Filing Date:* May 1, 2017
Case No.: 2018-006794MLS
Project Address: 354-356 San Carlos Street (District 9)
Landmark District: Contributor to Liberty Hill Historic District
Zoning: RTO-M – Residential Transit Oriented - Mission
Height and Bulk: 40-X
Block/Lot: 3609/093
Applicant: Joyjit & Preetha Nath
354 San Carlos Street
San Francisco, CA 94110
- f. *Filing Date:* May 1, 2017
Case No.: 2018-007338MLS
Project Address: 811 Treat Avenue (District 9)
Landmark District: Individually listed on the National Register of Historic Places
Zoning: RH-3 – Residential-House, Three Family
Height and Bulk: 40-X
Block/Lot: 3613/053
Applicant: Golden Gate Properties LLC
2170 Sutter Street
San Francisco, CA 94115

PROPERTY DESCRIPTIONS

- a. 2253 Webster Street: The subject property is located on the west side of Webster Street between Washington and Clay streets, Assessor's Block 0612, Lot 001. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and Bulk district. The subject property is a contributing building to the Webster Street Historic District. It is a two-story, plus basement, wood-frame, single-family dwelling designed in the Italianate style and built in circa 1900.

- b. 353 Kearny Street: The subject property is located on the southwest corner of Kearny and Pine streets, Assessor's Block 0270, Lot 001. The subject property is located within the C-3-O – Downtown-Office zoning district and a 80-130-F Height and Bulk district. The subject property is a Category IV – Contributory Building to Kearny-Market-Mason-Sutter Conservation District. It is a five-story over basement, brick masonry, commercial building designed in the Renaissance-Revival style by San Francisco architectural firm Salfield & Kohlberg and was built in 1907.
- c. 465 Oak Street: The subject property is located on the south side of Oak Street between Buchanan and Laguna streets, Assessor's Block 0840, Lot 017. The subject property is located within a RTO (Residential Transit Oriented District) zoning district and a 40-X Height and Bulk district. The subject property is a contributing building to the California Register of Historical Places- listed Hayes Valley Residential Historic District. It is a two-story plus basement, wood-frame, two-family dwelling designed in the flat-front Italianate style and built in circa 1900.
- d. 587 Waller Street: The subject property is located on the south side of Waller Street between Pierce and Potomac streets, Assessor's Block 0865 Lot 021. The subject property is located within a RTO (Residential Transit Oriented District) zoning district and a 40-X Height and Bulk district. The subject property is a contributing building to the Duboce Park Historic District. It is a two-and-half-story plus basement, wood-frame, single-family dwelling designed in the Queen Anne style and built in circa 1900.
- e. 354-356 San Carlos Street: The subject property is located on the west side of San Carlos Street between 20th and 21st streets, Assessor's Block 3609, Lot 093. The subject property is located within the RTO-M – Residential Transit Oriented - Mission zoning district and 40X Height and Bulk district. The subject property is a potential contributor to Liberty Hill Historic District. It is a three-story wood-frame, two-family residential building originally designed in the Italianate style and was built in 1877 by The Real Estate Associates (T.R.E.A.). The front façade was altered with stucco cladding, stuccoed front steps, and vinyl windows at an unknown date. Rehabilitation work was completed in 2015-2016.
- f. 811 Treat Avenue: The subject property is located on the east side of San Carlos Street between 21st and 22nd streets, Assessor's Block 3613, Lot 053. The subject property is located within the RH-3 – Residential-House, Three Family zoning district and 40X Height and Bulk district. The subject property is individually listed on the National Register of Historic Places. Known as the Henry Geilfuss House, the property comprises an Italianate main residence designed by local master architect Henry Geilfuss circa 1882 as his personal residence; a raised room (c. 1882, altered c. 1900); a workshop (c. 1920) and a garage (c. 1940). The main residence and raised room are contributing features; the workshop and garage are non-contributing features that were added after Geilfuss moved from the property.

PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

Mill Act Applications
October 3, 2018

2018-006629MLS (2253 Webster Street); 2018-006717MLS (353 Kearny Street);
2018006796MLS (465-467 Oak Street); 2018-006690MLS (587 Waller Street); 2018-
006794MLS (354-356 San Carlos Street); 2018-007338MLS (811 Treat Avenue)

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

Mill Act Applications
October 3, 2018

2018-006629MLS (2253 Webster Street); 2018-006717MLS (353 Kearny Street);
2018006796MLS (465-467 Oak Street); 2018-006690MLS (587 Waller Street); 2018-
006794MLS (354-356 San Carlos Street); 2018-007338MLS (811 Treat Avenue)

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, 2018 filing date. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the six attached draft historical property contracts, which include a draft rehabilitation and maintenance plan for the historic building. Department Staff believes the draft historical property contracts and plans are adequate. Please see below for complete analysis.

- a. 2253 Webster Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

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

The applicant completed some rehabilitation of the building in 2017, including dry rot repair and painting with an estimated cost of \$75,270. The proposed Rehabilitation Plan includes flashing replacement, roof repair and replacement, additional dry rot repair, installing new compatible handrail, replacing the front door in-kind. Rehabilitation work is estimated to cost \$87,364.31 over ten years.

The proposed Maintenance Plan includes annual inspection of the wood siding, windows, roof, front porch and door. Maintenance work is estimated to cost \$3,500 annually. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

- b. 353 Kearny Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

The subject property is currently valued by the Assessor's Office at over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated as a Category IV – Contributory Building to Kearny-Market-Mason-Sutter Conservation District under Article 11 of the Planning Code. A Historic Structure Report was

required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations

The proposed Rehabilitation Plan includes roof replacement, parapet bracing, elevator penthouse repair, brick repair and repointing at the façade and basement under sidewalk, repair and in-kind replacement of wood windows, plaster repair at rear façade, sheet metal cornice repair or in-kind replacement, fire escape repair, historic elevator and stair repair, storefront repair and replacement. Rehabilitation work is estimated to cost \$1,091,077 over ten years.

The proposed Maintenance Plan includes annual inspection of roof, parapet bracing, elevator penthouse, basement, wood windows, brick and plaster facades, storefronts, sheet metal cornice,, and fire escape with in-kind repair of any deteriorated elements as necessary. Maintenance work is estimated to cost \$23,694 annually. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

- c. 465-467 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.

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

The applicant completed rehabilitation work to the building in 2017, including wood window repair, exterior painting, brick chimney repair at an estimated cost of \$6963.28. The proposed Rehabilitation Plan includes seismic upgrade, roof replacement, rear stair and balcony replacement, and exterior repainting. Rehabilitation work is estimated to cost \$369,600 over ten years.

The proposed Maintenance Plan includes annual inspection of roof, gutters and downspouts, windows, doors, front steps and porch, and wood siding a trim. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately \$2,000 annually.

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

- d. 587 Waller Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

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

The proposed Rehabilitation Plan includes seismic and foundation work, roof replacement, front façade restoration, window replacement, and front steps and porch restoration. Rehabilitation work is estimated to cost \$337,400 over ten years.

The proposed Maintenance Plan includes annual inspection of gutters and downspouts, windows, front steps and porch, front façade, and roof. Any needed repairs resulting from inspection will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately \$1,300 annually.

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

- e. 354-356 San Carlos Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation.

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

The applicant completed substantial rehabilitation work to the property in 2016, including front façade restoration, window replacement, exterior painting, front stair replacement, and foundation and structural work at an estimated cost of \$317,000. The proposed Rehabilitation Plan includes roof replacement. Rehabilitation work is estimated to cost \$50,000 over ten years.

The proposed Maintenance Plan includes annual inspection of the roof, gutters and drains, windows, foundation and structure, stairs. Annual inspection of the siding and trim will occur every five years. Any needed repairs resulting from inspection will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately \$1,600 annually.

No changes to the use of the property are proposed. Please refer to the attached Rehabilitation and Maintenance Plan for a full description of the proposed work. The attached draft historical

property contract will help the applicant mitigate these expenditures and will induce the applicant to maintain the property in excellent condition in the future.

- f. **811 Treat Avenue:** As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation.

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

The proposed Rehabilitation Plan includes siding and trim repair and repainting, incompatible garage door replacement, door repair and decorative glass replacement, and roof replacement. Rehabilitation work is estimated to cost \$67,000 over ten years.

The proposed Maintenance Plan includes annual inspection of the foundation, roof, gutters, drains, windows, doors, and stairs and porch. Inspection of the siding and trim will occur every five years. Any needed repairs resulting from inspection will be made in kind and will avoid altering, removing or obscuring character-defining features of the building. Maintenance work is estimated to cost approximately \$2,100 annually.

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

ASSESSOR-RECORDER INFORMATION

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

- a) **2253 Webster Street:** Estimated Property Tax Savings of \$13,750 (a 54.73% reduction from factored base year value)
- b) **353 Kearny Street:** Estimated Property Tax Savings of \$26,963 (a 33.82% reduction from factored base year value)
- c) **465 Oak Street:** Estimated Property Tax Savings of \$16,250 (a 52.98% reduction from factored base year value)
- d) **587 Waller Street:** Estimated Property Tax Savings of \$16,412 (a 58.33% reduction from factored base year value)

Mill Act Applications
October 3, 2018

2018-006629MLS (2253 Webster Street); 2018-006717MLS (353 Kearny Street);
2018006796MLS (465-467 Oak Street); 2018-006690MLS (587 Waller Street); 2018-
006794MLS (354-356 San Carlos Street); 2018-007338MLS (811 Treat Avenue)

- e) 354-356 San Carlos Street: Estimated Property Tax Savings: \$4,532 (a 25.05% reduction from factored base year value).
- f) 811 Treat Avenue: Estimated Property Tax Savings: \$368 (a 2.20% reduction from factored base year value).

PLANNING DEPARTMENT RECOMMENDATION

- The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending approval of the Mills Act Historical Property Contracts and Rehabilitation and Maintenance Plans to the Board of Supervisors for the following properties:
 - a. 2253 Webster Street
 - b. 353 Kearny Street
 - c. 465 Oak Street
 - d. 587 Waller Street
 - e. 354-356 San Carlos Street
 - f. 811 Treat Avenue

ISSUES AND OTHER CONSIDERATIONS

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

HISTORIC PRESERVATION COMMISSION ACTIONS

Review and adopt a resolution for each property:

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

Attachments:

- a. 2253 Webster Street:
 - Draft Resolution
 - Draft Mills Act Historical Property Contract
 - Draft Rehabilitation Program & Maintenance Plan
 - Draft Mills Act Valuation provided by the Assessor-Recorder's Office
 - Pre-Approval Inspection Report
 - Mills Act Application

Mill Act Applications

October 3, 2018

2018-006629MLS (2253 Webster Street); 2018-006717MLS (353 Kearny Street);
2018006796MLS (465-467 Oak Street); 2018-006690MLS (587 Waller Street); 2018-
006794MLS (354-356 San Carlos Street); 2018-007338MLS (811 Treat Avenue)

b. 353 Kearny Street:

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

c. 465-467 Oak Street:

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

d. 587 Waller Street:

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

e. 354-356 San Carlos Street:

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

f. 811 Treat Avenue:

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



SAN FRANCISCO PLANNING DEPARTMENT

Historic Preservation Commission Resolution No. 989 HEARING DATE OCTOBER 3, 2018

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Case No.: 2018-006629MLS
Project Address: 2253 Webster Street (District 2)
Landmark District: Contributor to the Webster Street Historic District
Zoning: RH-2 (Residential-House, Two-Family District)
Height & Bulk: 40-X
Block/Lot: 0612/001
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 2253 WEBSTER STREET:

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

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

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

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

WHEREAS, The existing building located at 2253 Webster Street is listed under Article 10 of the San Francisco Planning Code Planning Code as a Contributor to the Webster Street Historic 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 2253 Webster

Street, which are located in Case Docket No. 2018-006629MLS. The Planning Department recommends approval of the Mills Act historical property contract, rehabilitation program, and maintenance plan; and

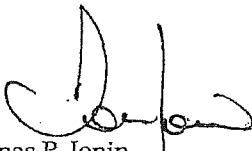
WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 2253 Webster Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, At a duly noticed public hearing held on October 3, 2018, 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 2253 Webster Street, which are located in Case Docket No. 2018-006629MLS.

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 2253 Webster, 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 2253 Webster, and other pertinent materials in the case file 2018-006629MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 3, 2018.



Jonas P. Ionin
Commissions Secretary

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

NOES: None

ABSENT: Johnck

ADOPTED: October 3, 2018

Exhibit A: Rehabilitation/Restoration Plan: 2253 Webster Street

Scope Number	Building Feature: West & NW Corner (back) of Basement Level
Type: Rehab/Restoration, Completed	
Contract Year for Work Completion: 2017	
Total Cost: \$50,000	
Description of Work:	
Improper drainage of water from deck caused dry rot damage which occurred on the west and north/west corner (back) of building on the basement level. Corner posts and several studs at the basement level were damaged. The foundation sill plate on west side was also compromised. Rear side of home was shored/supported and dry rot members removed. New pressure treated or Douglas fir support post were inserted and installed. Rim joist between basement and first floor was beefed up by adding two 2x12 pressure treated and douglas fir members to the existing joist. We also installed ply wood sheeting, weather stripping, insulation and brand new siding to the west wall in affected areas. We also replaced ledger plate for the deck and added deck spacers to allow for water drainage.	

2 Scope Number	Building Feature: West Side (Back) of the First Floor
Type: Rehab/Restoration, Completed	
Contract Year for Work Completion: 2017	
Total Cost: \$7,270	
Description of Work:	
Dry rot was found on west wall framing of the first floor. Removed dry rot members, installed new structurally sound members, sealed with waterproofing paper and new siding.	

3 Scope Number	Building Feature: All Sides of Exterior of Building
Type: Rehab/Restoration, Completed	
Contract Year for Work Completion: 2017	
Total Cost: \$18,000	
Description of Work:	
Exterior painting of House. The work included prep, priming and application of finish coats to the whole house. Siding Wall repairs with Bondo at seams, putty and caulk trim/jamb. Caulk all open seams on trim, windows and doors Patch all nail holes around doors, windows, and other openings.	

4	Scope Number	Building Feature: East and South Side of House
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$7,600		
Description of Work:		
Replace flashing on five of the window ledges, two bay window ledges and front door ledge		

5	Scope Number	Building Feature: East and North Parapet Roofing
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$6,000		
Description of Work:		
Repair roofing at pitched overhang to allow water to drain evenly.		

6	Scope Number	Building Feature: North side of Building
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$3,850		
Description of Work:		
A large area (6.5' x 20') on the north side of the building has missing siding and rotting. Remove and clean rotted wood, board, old weather paper barrier, replace with new siding and weather stripping.		

7	Scope Number	Building Feature: Handrail for front stairs of building
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2020		
Total Cost: \$20,000		
Description of Work:		
Erect period handrails on the exterior stair entrance into home. Currently there is none.		

8 Scope Number	Building Feature: Roof
Type: Rehab/Restoration, Proposed	
Contract Year for Work Completion: 2024	
Total Cost: \$21,000	
Description of Work:	
Roof Replacement	

9 Scope Number	Building Feature: All Sides of Exterior of Building
Type: Rehab/Restoration, Proposed	
Contract Year for Work Completion: 2026	
Total Cost: \$20,000	
Description of Work:	
Paint all sides of exterior of building	

0 Scope Number	Building Feature: East (Front) Side of House
Type: Rehab/Restoration, Proposed	
Contract Year for Work Completion: 2026	
Total Cost: \$8,914.31	
Description of Work:	
Replace Front Door in kind	

Exhibit B: Maintenance Plan: 2251 Webster Street

1 Scope Number Building Feature: All Sides of Exterior of Building
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$800
Description of Work:
Inspection and do necessary repairs for sidings.

2 Scope Number Building Feature: Windows on All Sides of House
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$800
Description of Work:
Inspection and do necessary repairs for all widows.

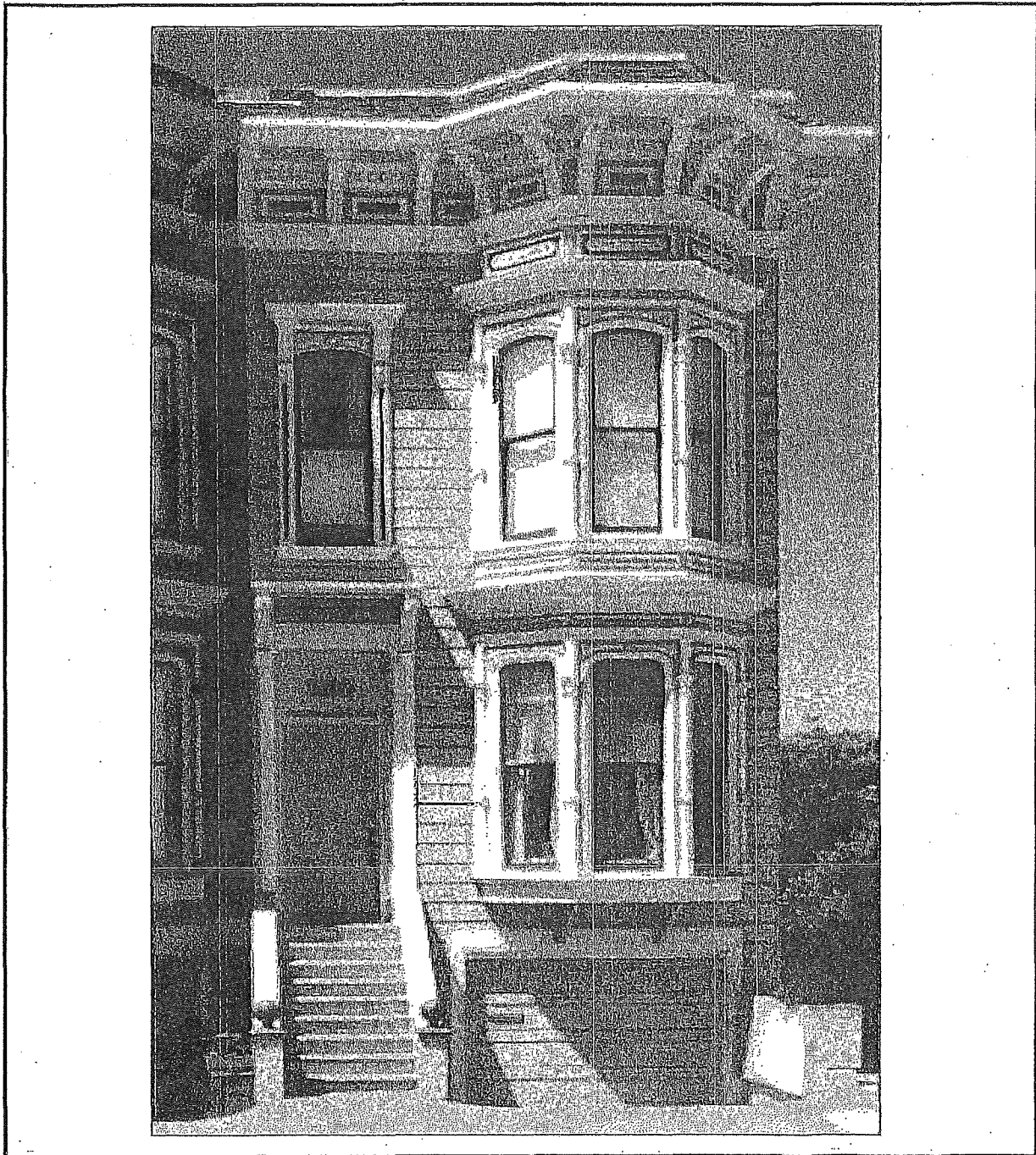
3 Scope Number Building Feature: Roof
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$500
Description of Work:
Inspection and do necessary repairs for roof.

4 Scope Number Building Feature: Front Porch
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$600
Description of Work:
Inspect for water damage and dry rot on front porch, and make in-kind repairs as necessary.

5 Scope Number Building Feature: Front Door
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$800
Description of Work:
Inspect for water damage and dry rot for front door, and make repairs and paint as necessary.



Office of the Assessor / Recorder - City and County of San Francisco
2018 Mills Act Valuation



2253 Webster Street

3820

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

APN:	0612 001	Lien Date:	7/1/2018
Address:	2253 Webster Street	Application Date:	4/27/2018
SF Landmark No.:	N/A	Valuation Date:	7/1/2018
Applicant's Name:	Virginia Hong	Valuation Term:	12 Months
Ag't./Tax Rep./Atty:	None	Last Sale Date:	5/17/2003
Fee Appraisal Provided:	No	Last Sale Price:	\$1,980,000

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$1,500,012	Land	\$679,000	Land	\$ 1,505,000
Imps.	\$642,860	Imps.	\$291,000	Imps.	\$645,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
Total	\$2,142,872	Total	\$970,000	Total	\$ 2,150,000

Property Description

Property Type:	SFR	Year Built:	1880	Neighborhood:	Pacific Heights
Type of Use:	SFR	Total Living Area:	1604	Land Area:	1,054
Owner-Occupied:	Yes	Stories:	2	Zoning:	RH-2
Unit Type:	Residential	Parking Spaces:	2 Car Garage		

Total No. of Units: 1

Special Conditions (Where Applicable)

The analysis and conclusions developed in this report were derived in part from the observations made during an on-site property inspection completed on 9/24/2018.

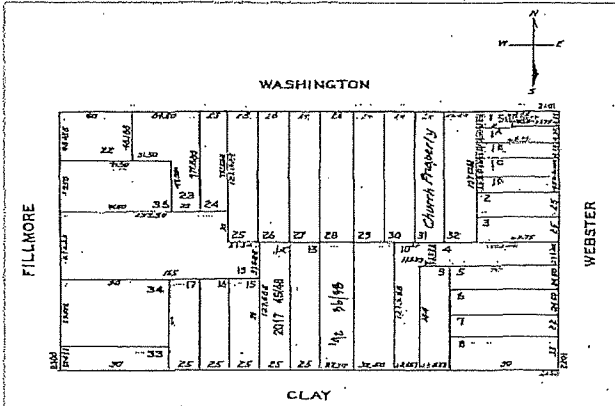
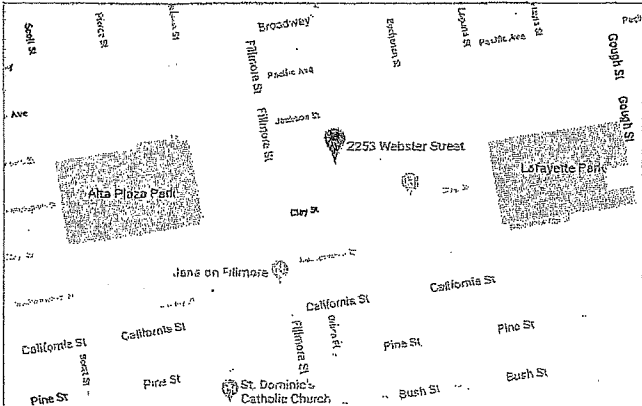
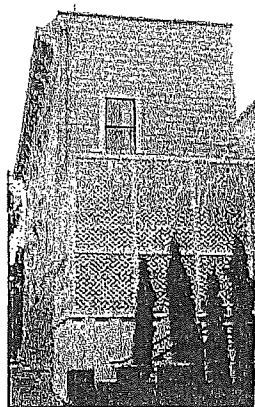
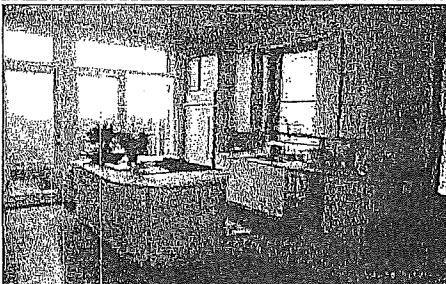
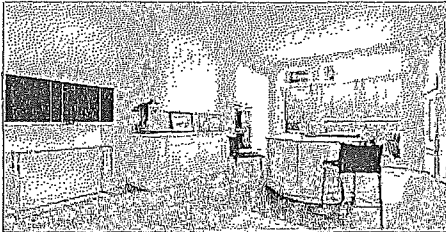
Conclusions and Recommendations

	Per Unit	Per SF	Total
Factored Base Year Roll Value	\$2,142,872	\$1,336	\$ 2,142,872
Income Approach - Direct Capitalization	\$970,000	\$605	\$ 970,000
Sales Comparison Approach	\$2,150,000	\$1,340	\$ 2,150,000
Recommended Value Estimate	\$ 970,000	\$ 605	\$ 970,000

Appraiser: Bryan Bibby	Principal Appraiser: James Bias	Date of Report: 9/25/2018
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SUBJECT PHOTOGRAPHS AND LOCATOR MAP

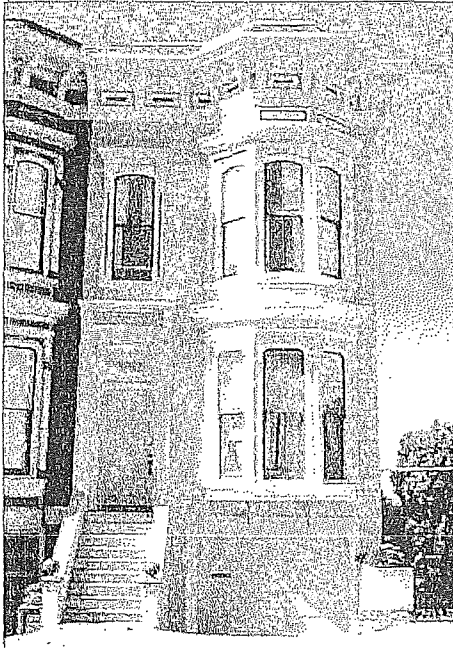
Address: 2253 Webster Street
 APN: 0612 001



SUBJECT PHOTOGRAPHS AND LOCATOR MAP

Address: 2253 Webster Street

APN: 0612 001



INCOME APPROACH

Address: 2253 Webster Street
Lien Date: 7/1/2018

	<u>Monthly Rent</u>	<u>Annualized</u>	<u>Annualized</u>
Potential Gross Income*	\$9,500	12	\$114,000
Less: Vacancy & Collection Loss		3%	<u>(\$3,420)</u>
Effective Gross Income			\$110,580
Less: Anticipated Operating Expenses (Pre-Property Tax)**		15%	<u>(\$16,587)</u>
Net Operating Income (Pre-Property Tax)			\$93,993

Restricted Capitalization Rate

2018 interest rate per State Board of Equalization		4.0000%	
Risk rate (4% owner occupied / 2% all other property types)***		4.0000%	
2017 property tax rate ****		1.1723%	
Amortization rate for improvements only			
Remaining economic life (Years)	60	0.0167	0.5000%
Improvements constitute % of total property value	30%		9.6723%

RESTRICTED VALUE ESTIMATE **\$971,775**

Rounded to the nearest \$10,000. **\$970,000**

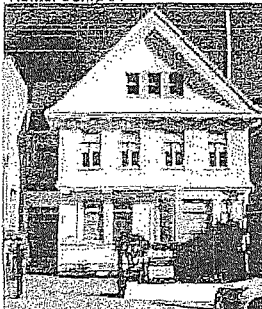
Notes:

- * Potential Gross Income was based on rental comps selected on the next page. Although all comps were considered in the projected rent for the subject, Rental Comp #2 was weighted the most compared to the other comps due to its similar overall tenant appeal to the subject, its similar neighborhood location to the subject, its similar living area to the subject's living area & its similar property type to the subject's property type as a single family residence.
- ** Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.
- *** Risk rate concluded to be owner occupied based on Mills Act Historical Property Contract dated 4/27/2018.
- **** The 2018 property tax rate will be determined in September, 2018. The 2017 tax rate is the most recent established tax rate as of the reporting date and was used for this analysis.

Rent Comparables

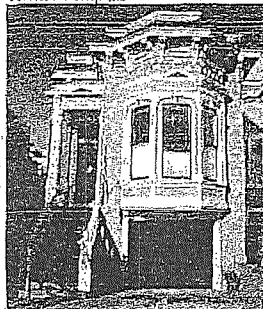
Address: 2253 Webster Street
 Lien Date: 7/1/2018

Rental Comp #1



Listing Agent: Salma & Company
 Address: 1812 Broadway
 Cross Streets: Gough Street
 SF: 3,022
 Layout: SFR:14/3/2.5, 2 car parking
 Monthly Rent: \$10,995
 Rent/Foot/Mo: \$3.64
 Annual Rent/Foot: \$43.66

Rental Comp #2



Zillow
 1809 Baker Street
 California Avenue
 1,600
 SFR, 5/3/1.5, 2 car parking
 \$9,500
 \$5.94
 \$71.25

Rental Comp #3



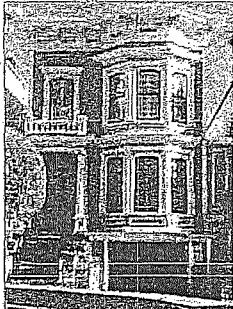
Kennedy & Everest Real Estate, Inc.
 1828 Pacific Avenue
 Franklin Street
 2,815
 Flats: 5/2/2 1 car parking
 \$10,000
 \$3.82
 \$45.89

Rental Comp #4



Zillow
 3034 Jackson Street
 Baker Street
 1,400
 Flats: 7/4/2, 1 car parking
 \$9,595
 \$6.85
 \$82.24

Rental Comp #5



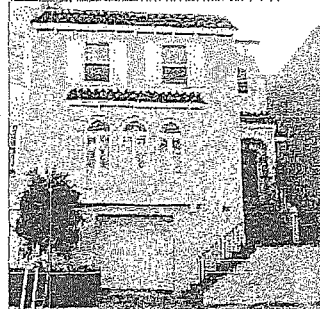
Listing Agent: Goldwell Banker
 Address: 1804 Laguna Street
 Cross Streets: Pine Street
 SF: 1,890
 Layout: SFR w/in-Law Unlt:10/4/3.5, 1 car parking
 Monthly Rent: \$11,000

Rental Comp #6



ReLISTO
 2436 Clay Street
 Webster Street
 2,815
 Condominium: 10/4/2, 1 car parking
 \$9,485



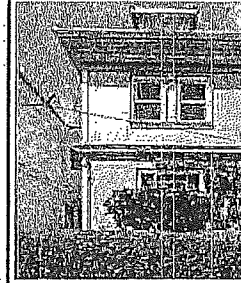

Rental Comp #7



ReLISTO
 284 Mallorca Way
 Beach Street
 1,710
 SFR:7/4/3.5, 1 car parking
 \$9,995

3825

SINGLE FAMILY MARKET ANALYSIS

APN	Subject-A 0612 001	Sale 1-B 1003 020	Sale 2-C 0521 027	Sale 3-D 0078 022	
					
Address	2253 Webster Street	2106 Divisadero Street	10 Imperial Avenue	472 Greenwich Street	
Sales Price		\$2,025,000	\$2,000,000	\$2,110,000	
Sale Price / Square Foot		\$1,446	\$1,241	\$1,066	
	Description	Description	Adjust.	Description	Adjust.
Date of Valuation/Sale	07/01/18	11/09/17		6/29/2018	
Neighborhood	Pacific Heights	Pacific Heights		Cow Hollow	
Proximity to Subject		Reasonable Proximity		Reasonable Proximity	
Land Area	1,054	2,029	(49,000)	2,056	(50,000)
View Type	Neighborhood	Neighborhood		Neighborhood	
Year Built	1880	1900		1906	
Condition Type	Good	Good		Good	
Traffic	Typical	Typical		Typical	
Building Area	1,604	1,400	92,000	1,612	(4,000)
Total Number of Rooms	6	5		7	
Bedroom Count	2	2		3	
Bath Count	2	1	\$50,000	1.5	\$25,000
Number of Stoires	2	2		2	
Parking Type/Count	2 Car Garage	1 Car Carport	\$75,000	No Garage	\$150,000
Bonus Living Area	None	None		None	
Net Adjustments			\$168,000		\$121,000
Indicated Value	\$2,150,000	\$2,193,000		\$2,121,000	\$2,063,000
Adjust. \$ Per Sq. Ft.	\$1,340	\$1,367		\$1,322	\$1,286

Value Range:	Low	High	VALUE CONCLUSION:	\$2,150,000	\$1,340
Adjust. \$ Per Sq. Ft.	\$2,063,000	\$2,193,000		\$1,286	\$1,367

REMARKS:

The subject's property features were based on listing data, DBI permit history and observations made during an on-site property inspection on 9/24/2018. Of note, the living area of the subject did not include the unfinished basement area level that comprised of a garage area with storage room and utility area with laundry hook-ups. Composite decking and a covered patio were noted at the back of the house.

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

*Lot Area adj. based on per square foot of \$ 50
 *GLA adjustment based on per square foot of \$ 450



SAN FRANCISCO PLANNING DEPARTMENT

PRE-APPROVAL INSPECTION REPORT

Report Date: May 23, 2018
Inspection Date: May 22, 2017; 3:30pm
Filing Date: May 1, 2018
Case No.: 2018-006629MLS
Project Address: 2253 Webster Street
Block/Lot: 0612/001
Eligibility: Contributor to the Webster Street Historic District
Zoning: RH-2 – Residential-House, Two-Family
Height & Bulk: 40-X
Supervisor District: District 2 (Catherine Stefani)
Project Sponsor: Virginia Hong Revocable Living Trust
Address: 2253 Webster Street
San Francisco, CA 94115
415-819-3746
Virg_888@yahoo.com
Staff Contact: Shannon Ferguson – (415) 575-9074
shannon.ferguson@sfgov.org
Reviewed By: Tim Frye – (415) 575-6822
tim.frye@sfgov.org

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PRE-INSPECTION

- Application fee paid
 - Record of calls or e-mails to applicant to schedule pre-contract inspection
- 5/17/17: Email applicant to schedule site visit.
- 5/19/2017: Email applicant to follow up on scheduling site visit.
- 5/23/17: Confirm site visit for 5/24/17 at 11:00am.

INSPECTION OVERVIEW

Date and time of inspection: Tuesday, May 22, 2018, 3:30pm

Parties present: Shannon Ferguson, Virginia Hong

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

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

- Thorough sample of units/spaces
- Representative
- Limited

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

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

NOTES

2253 Webster Street (District 2) is located on the west side of Webster Street between Washington and Clay streets, Assessor's Block 0612, Lot 001. The subject property is located within a RH-2 (Residential-House, Two-Family District) zoning district and a 40-X Height and Bulk district. The subject property is a contributing building to the Webster Street Historic District. It is a two-story, plus basement, wood-frame, single-family dwelling designed in the Italianate style and built in circa 1900.

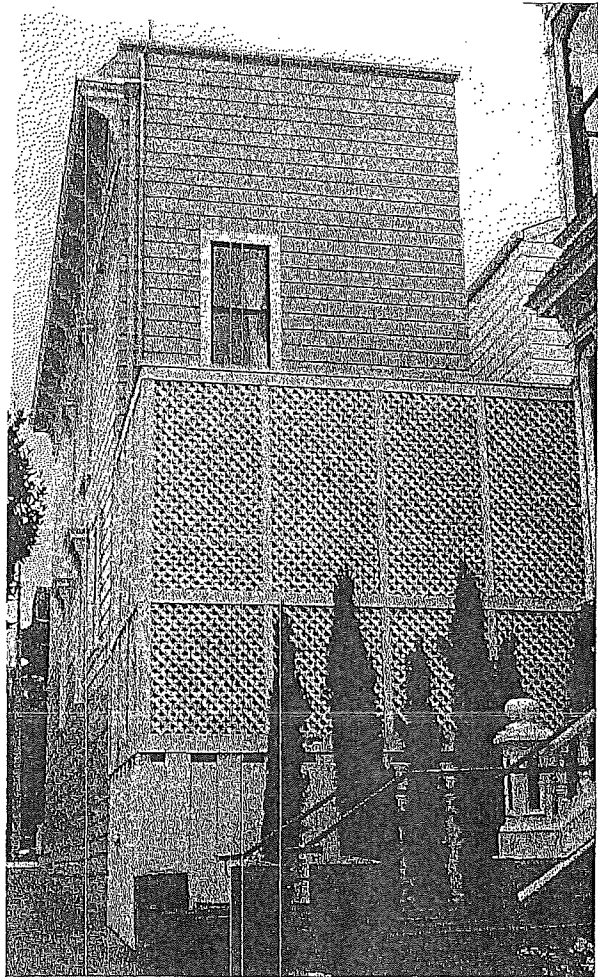
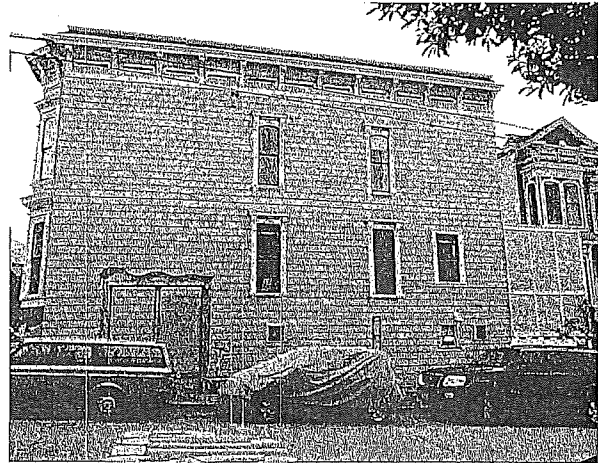
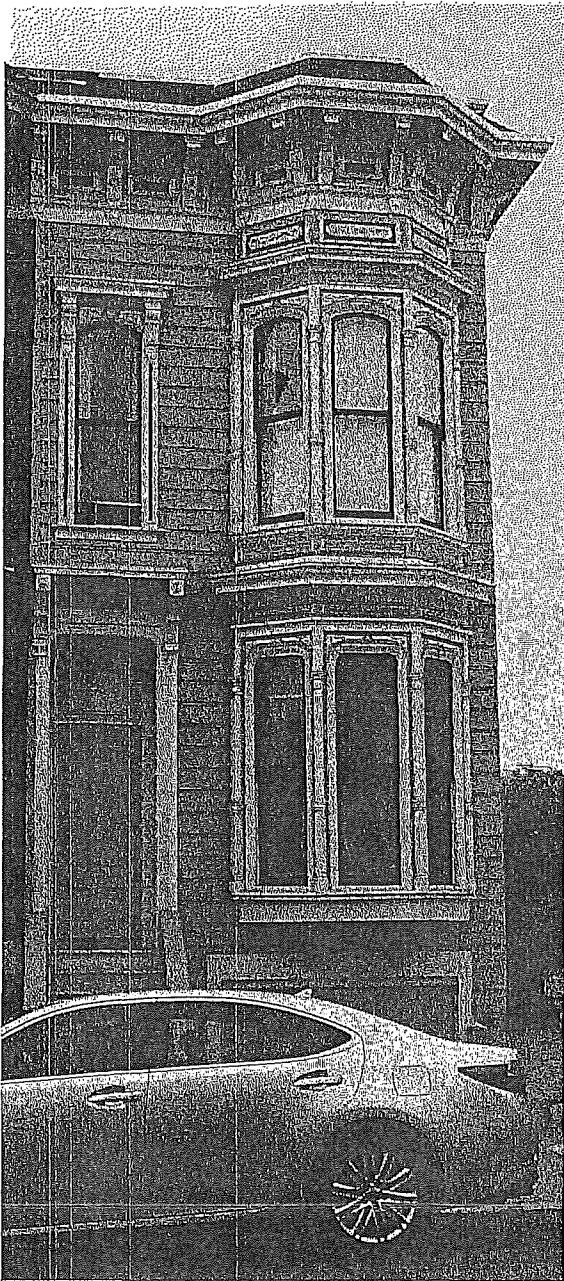
The subject property is currently valued by the Assessor's Office at under \$3,000,000. Therefore, an exemption from the tax assessment value is not required.

The applicant has completed dry rot repair at the basement and first floor of the west elevation and northwest corner of the building, and exterior painting in 2017. The rehabilitation plan proposes to replace flashing on window and front door, repair roofing, add compatible handrails to front steps, replace the roof, repair/replace the front door, and paint. The estimated cost of the proposed rehabilitation work is \$67,364.31.

The maintenance plan proposes to inspect and make any necessary repairs to the siding, windows, front porch, and roof on an annual basis. The estimated cost of maintenance work is \$3,500 annually.

- Seismic work should be included; however property owner does not want to include because cost of seismic work may be more than the reduction in property taxes.

PHOTOGRAPHS



MILLS ACT HISTORICAL PROPERTY CONTRACT Application Checklist:

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

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

APPLICATION FOR Mills Act Historical Property Contract

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

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

PROPERTY OWNER 1 NAME: VIRGINIA HONG	TELEPHONE: 415 819-3746
PROPERTY OWNER 1 ADDRESS: 2253 WEBSTER ST, SF CA 94115	EMAIL: VIRG_888@YAHOO.COM
PROPERTY OWNER 2 NAME:	TELEPHONE: ()
PROPERTY OWNER 2 ADDRESS:	EMAIL:
PROPERTY OWNER 3 NAME:	TELEPHONE: ()
PROPERTY OWNER 3 ADDRESS:	EMAIL:

2. Subject Property Information

PROPERTY ADDRESS: 2253 WEBSTER ST, SF, CA 94115	ZIP CODE: 94115
PROPERTY PURCHASE DATE: May 17, 2013	ASSESSOR BLOCK/LOT(S): 0612/001
MOST RECENT ASSESSED VALUE: 2,093,855	ZONING DISTRICT: RH2

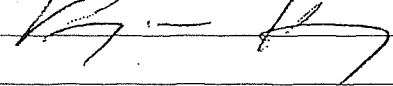
Are taxes on all property owned within the City and County of San Francisco paid to date? YES NO

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: 
 Owner Signature: _____
 Owner Signature: _____

Date: April 27, 18
 Date: _____
 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>
The property is a Commercial/Industrial Building valued at less than \$5,000,000.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

Application for Exemption from Property Tax Valuation

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

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

4. Property Tax Bill

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

PROPERTY OWNER NAMES:
VIRGINIA HONG REVOCABLE LIVING TRUST
MOST RECENT ASSESSED PROPERTY VALUE:
2,093,855
PROPERTY ADDRESS:
2253 WEBSTER ST SF CA 94115

5. Other Information

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

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

Owner Signature: [Signature]
Owner Signature: _____
Owner Signature: _____

Date: April 27, 18
Date: _____
Date: _____

5. Rehabilitation/Restoration & Maintenance Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Proposed work will meet the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and/or the California Historic Building Code.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

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

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

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

Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

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

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

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

6. Draft Mills Act Historical Property Agreement

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

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

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

California Mills Act Historical Property Agreement

PROPERTY NAME (IF ANY)
2253 WEBSTER ST SF CA 94115
PROPERTY ADDRESS
San Francisco, California

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

RECITALS

Owners are the owners of the property located at 2253 WEBSTER ST, in San Francisco, California
06124001. The building located at 2253 WEBSTER ST
BLOCK NUMBER LOT NUMBER PROPERTY ADDRESS

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

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately ~~Five~~ One Thousand Four Hundred (\$ 128,734.31). See Rehabilitation Plan, Exhibit A.
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT
Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately One Thousand Four Hundred (\$ 1,400) annually. See Maintenance Plan, Exhibit B.
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

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

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

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

Mills Act Application

1. Application of Mills Act.

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

2. Rehabilitation of the Historic Property.

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

3. Maintenance.

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

4. Damage.

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

5. Insurance.

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

6. Inspections.

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

7. Term.

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

8. Valuation.

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

9. Termination.

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

10. Notice of Nonrenewal.

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

11. Payment of Fees.

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

12. Default.

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

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

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

13. Cancellation.

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

14. Cancellation Fee.

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

15. Enforcement of Agreement.

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

16. Indemnification.

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

17. Eminent Domain.

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

18. Binding on Successors and Assigns.

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

19. Legal Fees.

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

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

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

CARMEN CHU
ASSESSOR-RECORDER
CITY & COUNTY OF SAN FRANCISCO

Date

JOHN RAHAIM
DIRECTOR OF PLANNING
CITY & COUNTY OF SAN FRANCISCO

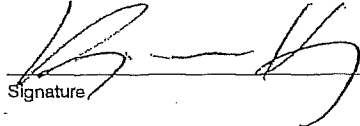
Date

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

Signature

Date

Print name
DEPUTY CITY ATTORNEY



Signature

April 27, 18

Date

Signature

Date

Print name
OWNER

Print name
OWNER

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

7. Notary Acknowledgment Form

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

State of California

County of: San Francisco

On: 04-27-2018 before me, Alvin Benjamin, Banker
DATE INSERT NAME OF THE OFFICER

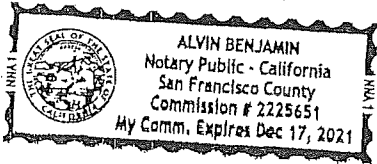
NOTARY PUBLIC personally appeared: Virginia Hong
NAME(S) OF SIGNED(S)

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.

Alvin Benjamin
SIGNATURE



(PLACE NOTARY SEAL ABOVE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

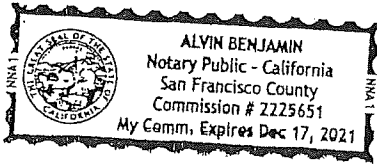
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Francisco }

On 04-27-2018 before me, Alvin Benjamin Banker
Date Here Insert Name and Title of the Officer

personally appeared Virginia Hong
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Corporate Officer - Title(s): _____

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.



Carmen Chu, Assessor-Recorder
 Office of the Assessor-Recorder
 City and County of San Francisco
 1 Dr. Carlton B. Goodlett Place, Room 190
 San Francisco, CA 94102
 www.sfassessor.org (415) 554-5596

FOR ASSESSOR'S USE ONLY

ASSESSOR'S PARCEL NUMBER
 SELLER/TRANSFEROR
 BUYER'S DAYTIME TELEPHONE NUMBER ()
 BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

MAIL PROPERTY TAX INFORMATION TO (NAME)

ADDRESS	CITY	STATE	ZIP CODE
<input type="checkbox"/> YES <input type="checkbox"/> NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.			MO DAY YEAR

PART 1. TRANSFER INFORMATION Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

- YES NO
- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
 - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
 - *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
 - *D. This transfer is the result of a cotenant's death. Date of death: _____
 - *E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO
 - *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
 - G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
 - H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
 - I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
 - J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
 - K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
 - L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
 - M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
 - N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
 - *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 Original term in years (including written options): _____ Remaining term in years (including written options): _____
 Other. Please explain: _____
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 FHA (____ Discount Points) Cal-Vet VA (____ Discount Points) Fixed rate Variable rate
 Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
 Direct from seller From a family member-Relationship _____
 Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property _____

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 Single-family residence Co-op/Own-your-own Manufactured home
 Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 Other. Description: (i.e., timber, mineral, water rights, etc.) _____ Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
 If YES, enter the value of the personal/business property \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
 If YES, enter the value attributed to the manufactured home: \$ _____
 YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
 If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
 Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER ▶ _____	DATE _____	TELEPHONE (____) _____
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE _____	EMAIL ADDRESS _____

The Assessor's office may contact you for additional information regarding this transaction.

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C,D,E, F: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

G: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

I: A "cosigner" is a third party to a mortgage loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

N: Check YES only if property is subject to subsidized low-income housing requirements with governmentally imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).

O: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

Exhibit A: Rehabilitation/Restoration Plan: 2253 Webster Street

1	Scope Number	Building Feature: West & NW Corner (back) of Basement Level
Type: Rehab/Restoration, Completed		
Contract Year for Work Completion: 2017		
Total Cost: \$50,000		
Description of Work:		
<p>Improper drainage of water from deck caused dry rot damage which occurred on the west and north/west corner (back) of building on the basement level. Corner posts and several studs at the basement level were damaged. The foundation sill plate on west side was also compromised. Rear side of home was shored/supported and dry rot members removed. New pressure treated or Douglas fir support post were inserted and installed. Rim joist between basement and first floor was beefed up by adding two 2x12 pressure treated and douglas fir members to the existing joist. We also installed ply wood sheeting, weather stripping, insulation and brand new siding to the west wall in affected areas. We also replaced ledger plate for the deck and added deck spacers to allow for water drainage.</p>		

2	Scope Number	Building Feature: West Side (Back) of the First Floor
Type: Rehab/Restoration, Completed		
Contract Year for Work Completion: 2017		
Total Cost: \$7,270		
Description of Work:		
<p>Dry rot was found on west wall framing of the first floor. Removed dry rot members, installed new structurally sound members, sealed with waterproofing paper and new siding.</p>		

3	Scope Number	Building Feature: All Sides of Exterior of Building
Type: Rehab/Restoration, Completed		
Contract Year for Work Completion: 2017		
Total Cost: \$18,000		
Description of Work:		
<p>Exterior painting of House. The work included prep, priming and application of finish coats to the whole house. Siding Wall repairs with Bondo at seams. putty and caulk trim/jambes. Caulk all open seams on trim, windows and doors Patch all nail holes around doors, windows, and other openings.</p>		

4	Scope Number	Building Feature: East and South Side of House
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$7,600		
Description of Work:		
Replace flashing on five of the window ledges, two bay window ledges and front door ledge		

5	Scope Number	Building Feature: East and North Parapet Roofing
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$6,000		
Description of Work:		
Repair roofing at pitched overhang to allow water to drain evenly.		

6	Scope Number	Building Feature: North side of Building
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2019		
Total Cost: \$3,850		
Description of Work:		
A large area (6.5' x 20') on the north side of the building has missing siding and rotting. Remove and clean rotted wood, board, old weather paper barrier, replace with new siding and weather stripping.		

7	Scope Number	Building Feature: Handrail for front stairs of building
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2020		
Total Cost: \$20,000		
Description of Work:		
Erect period handrails on the exterior stair entrance into home. Currently there is none.		

8	Scope Number	Building Feature: Roof
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2024		
Total Cost: \$21,000		
Description of Work:		
Roof Replacement		

9	Scope Number	Building Feature: All Sides of Exterior of Building
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2026		
Total Cost: \$20,000		
Description of Work:		
Paint all sides of exterior of building		

10	Scope Number	Building Feature: East (Front) Side of House
Type: Rehab/Restoration, Proposed		
Contract Year for Work Completion: 2026		
Total Cost: \$8,914.31		
Description of Work:		
Replace Front Door in kind		

Exhibit B: Maintenance Plan: 2251 Webster Street

1 Scope Number Building Feature: All Sides of Exterior of Building
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$800
Description of Work:
Inspection and do necessary repairs for sidings.

2 Scope Number Building Feature: Windows on All Sides of House
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$800
Description of Work:
Inspection and do necessary repairs for all widows.

3 Scope Number Building Feature: Roof
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$500
Description of Work:
Inspection and do necessary repairs for roof.

4 Scope Number Building Feature: Front Porch
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$600
Description of Work:
Inspect for water damage and dry rot on front porch, and make in-kind repairs as necessary.

5 Scope Number Building Feature: Front Door
Type: Maintenance, Proposed
Contract Year for Work Proposed: Annual
Total Cost: \$800
Description of Work:
Inspect for water damage and dry rot for front door, and make repairs and paint as necessary.

BT CONSTRUCTION

Tri Lai
2345 Shannon Drive
South San Francisco, CA 94080
(415) 810-6301

PROJECT INVOICE

DATE
2/9/17

TO:
Virginia Hong
2253 Webster Street
San Francisco, CA

JOB DESCRIPTION
Project Scope as noted below

ITEMIZED INVOICE	AMOUNT
Dryrot and Structural Repair	
1. Demolition and Hauling of Construction Debris	4,500.00
2. Structural Framing and Repair of Ground and 1st Floor (West Wall)	32,900.00
3. Window Replacement and Revised Door Framing	3,400.00
4. Drywall and Taping	4,900.00
5. Paint and Interior Finishes	3,800.00
Roofing and Gutter Repair	4,500.00
Exterior Weatherproofing and Flashing	3,270.00
Subtotal	57,270.00
Comments:	
Total Due	57,270.00
Total Paid to Date	\$ 57,270.00
Outstanding Balance	\$ -

Thank you for your Business!

Rehab/Restoration Scope # 1 & 2

Painting Invoice

Casey Painting
225 Mirada Ave
San Rafael Ca 94903
C.S.L.B. Lic # 964463
Epa Certificate # R-1-8869-10-3581
Contact, Kenneth Casey

Exterior Paint Invoice

Date: 9/14/17

Names Virginia Hong

Site Address: 2253 Webster St, San Francisco Ca.

Description of Work:

The work shall include prep, priming and application of finish coats to the following are's, Whole Front, Back, large north side and light well of exterior including Trim/doors/siding, all wood work all siding and metal railings, eve's and moldings, plus exterior Light-well in building shared with south side neighbor.

- To include, under patio ground floor back of house 3 Walls/L-shape wall

Preparations:

- Pressure Wash All sides Of Building inc Lightwell. Clean all building before prep
- implement and place all necessary barricades wet paint signs, and caution off areas for public safety
- Including sealing off interior windows and doors if necessary
- Power wash all sides of building
- Erect 6 mil plastic for any lead containment deemed necessary following all epa lead regulations and standards
- Scrape and sand to remove loose paint. Cleanup paint chips and dust daily with hepa vacuums
- All woodwork preparation shall include hand and machine sanding with hepa vacuum attachments
- Countersink any nails.
- Apply epoxy resin / bondo to any dried out and splitting window sills
- use Dynaflex caulk for cracks & seams
- seal house completely and waterproof
- metal etch all flashing & prime

Rehab/Restoration Scope #3

Priming:

- Prime all new & Old Trim/Baseboards/Jams/Doors/Moldings
- Roll & Brush Exterior Gripper Primer Pva all stucco of House
- Etch and prime galvanized metal with oil-based galvanized primer, if needed
- Prime ferrous metal and rust areas with red oxide rust inhibitive primer

Filling:

- Siding Wall repairs with Bondo at seams. putty and caulk trim/jambs
- Caulk any open seams on trim, windows and doors
- Patch any nail holes around doors, windows, and other opening, and spot prime

Finish:

- 3 Colors on Front of Building, 2 on all other sides
- Finish trim with 2-3 coats of premium Ben Moore Regal Select Exterior paint
- Brush Back all Spraying except for Moldings & Trim work
- All Windows/sashes will be painted with Aura paints in semi gloss
- Finnish all area's with two coats paint/ Windows three coats
- Finish any metal work with 2 coats of oil based enamel
- All windows will be cleaned
- All necessary on site safety meetings shall be conducted
- All work performed will comply with cal osha standards and regulations
- All work shall be completed in accordance with manufacturer specifications and conditions
- Property will be inspected to insure cal osha safety guidelines are upheld
- All necessary permits and insurance certificates shall be provided to the client
- All on site garbage shall be removed (Marin Sanitation)
- Includes Power wash rental (Action Rentals)
- Includes minor Dry Rot repairs(Major repairs talk with General Contractor Tri Lai

Time 4 Weeks

All Paints Materials & Labor Included

Scaffold to be supplied by Yk Scaffold \$ 5000

Cost Of Exterior Painting \$ 18,000 Paid in full

Terms & Conditions:

All Painting on all sides guaranteed for 5 years.

All Paints colors to be agreed upon signature of contract.

Paints to be used will be Ben Moore Ben Brand , Regal Select /Aura Exterior brand products

All extra's/change orders to be signed by Pat Vella before starting.

All change orders \$ 45 hourly charge plus materials, Carpentry and other work is charged at \$ 65 per hour plus materials.

Payments & Deposits

California law says no more than \$1000 deposit allowed, due Friday sept 16th paid

Second partial material & Labor payment due Sept 22nd \$ 6000.Paid

Third partial payment due October 1st \$ 9,000 Paid 10/11

Final payment (plus any extras approved) after Walkthrough Job finish \$ 2000. Paid 10/28

Invoice Paid in Full Thank You

** Casey Painting is Licensed, Bonded, has General Liability & Workers Compensation.

We are also Lead Safety removal Contractors, Epa Certificate # R-1-8869-10-3581.

Proposal and Contract

OFFICE USE ONLY:

REF

Reserved / Scheduled Date:

Length of Job:

Job Completion Date:

Foreman:

Date Paid:

TOM LEE ROOFING INC.:

243 Onondaga Avenue

San Francisco, CA 94112

Phone: (415) 333-5373

Fax: (415) 333-5399

www.tomleeroofing.com

License #731731

ESTIMATOR:

Randy

of Stories: 2

DATE:

April 26, 2016

PROPOSAL SUBMITTED TO:

T & T Construction c/o Tri Lai

DAY PHONE

(415) 810-6301

STREET

2345 Shannon Drive

EVENING PHONE

Email: tri.lai@gmail.com

CITY, STATE AND ZIP CODE

South San Francisco, CA 94080

JOB LOCATION

2253 Webster Street, (Washington) San Francisco, CA 94115

We hereby propose to furnish in accordance with specifications below, all material and labor necessary to complete the following:
Proposal to install flashing on five of the window ledges, two bay window ledges and front door ledge.

For the windows and front door ledge:

1. Install one ply of LionGuard membrane on the ledges.
2. Install one 28"x 10", one 30"x 15", one 54"x 6", one 56"x 8" and four 23"x 9" galvanized flashing decks
3. Keep job site clean and clean job site at the end of each workday.

YES NO: The additional cost to do item #2 in copper is \$1000.00.

Note: The contractor is responsible to remove the siding for the waterproofing and flashing work before we start the work. After flashing is install contractor is responsible to install the siding.

****TO ALL PROPERTY MANAGERS, AGENTS, CONTRACTORS ETC... PLEASE HAVE THE OWNER SIGN PROPOSAL ALONG WITH YOUR OWN SIGNATURE IN ORDER TO PROCEED WITH THE ABOVE WORK. THANK YOU!**

Note: Please remove and/or secure any items hanging on interior walls or other objects which may fall, due to vibration, during the process. Tom Lee Roofing Inc. will not be responsible for any breakage of such items.

WE PROPOSE to perform the above work in accordance with the drawing and specifications submitted and complete in a workmanlike manner according to the standard practices.

for the sum of: Seven thousand six hundred dollars (\$ 7,600.00)

with payments to be made as follows: 10% down payment with signed contract and PAY IN FULL UPON COMPLETION OF THE JOB (5% late penalty per month past 30 days for late payments)

WARRANTY: Contractor agrees to guarantee all complete roof jobs for a period of Three years on completion of its work. Said guarantee to cover its defects in material and workmanship at Contractor's expense, and not to extend to damage to roof caused by extreme winds, lightning hail storms, earthquakes, or other unusual causes. Said guarantee shall not cover any liability for damage or injury to interior fixtures, decorations, walls, content of building, or other part of structure. IT IS MUTUALLY UNDERSTOOD, AND AGREED that said guarantee shall be made and remain effective only when and if payment is made as agreed in this contract.

DEFAULT: If Owner should default in any of his obligation under this contract, Contractor will have the right to recover, as damages, at the option of the Contractor either the reasonable value of the work performed by the Contractor, or the balance of the contractor price plus any other damages sustained as a result of Owner's default. If after signing this contract, owner refuses to permit Contractor to commence work, it is agreed that Contractor would suffer damages. It is also agreed that it would be exceedingly difficult to determine the amount for damages which would be sustained by Contractor, and it is therefore or agreed that, in the event of such default, the Owner will pay the Contractor 20% for the contractor price as liquidated damages. Interest will be charged at the legal rate if payment becomes delinquent.

ARBITRATION: All claims and disputes relating to this contract shall be subject to arbitration at the option of either Owner or Contractor in accordance with the Arbitration Rules of the America Arbitration Association then obtaining. Written notice of demand arbitration shall be filed with the other party to the contract within a reasonable time after the dispute has arisen. The cost of arbitration shall be borne by the losing party.

NOTICE TO OWNER

Contractors are required to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the register of the board whose address is: Contractors' State License Board, 9835 Goethe Road, Sacramento, CA 95828
Right to cancel note: After signing this contract, you have the right to cancel this contract within seventy-two hours.

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement.

Signature _____

Title _____

Date _____

Rehab / Restoration Scope # 4
3857

CONDITIONS

TERMITE AND DRY ROT WORK:

Contractor shall not be obligated to perform any work to correct damage caused by termites or dry rot unless expressly included in the written specifications herein. Any such work shall be an extra charge.

HAZARDOUS MATERIALS, WASTE AND ASBESTOS:

Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Upon discovery of such hazardous materials, it is the owner's responsibility to contract with a properly licensed and qualified hazardous material contractor.

TV ANTENNAS / SATELLITE DISH:

Regarding TV antennas / satellite dish (if you have one mounted on the roof): If TV antennas / satellite dish needs to be removed for the re-roof project and reinstalled by Tom Lee Roofing, Inc. (unless otherwise noted in your contract), it is the owner's responsibility to reinstall wiring and any lost signal.

PONDING OR COLLECTION OF WATER:

Contractor is not responsible for correcting existing roof surfaces to eliminate ponding or collection of water unless included in the contract terms herein.

PROTECTION OF OWNER'S PROPERTY:

Owner agrees to remove or protect all personal property, inside and out (including, but not limited to, carpets, rugs, drapes, furniture, shrubs, plantings, and personal property) and Contractor shall not be held responsible for damage to loss of said items. Owner agrees that he has been advised of the possibility of significant amounts of dust being created during the performance of Contractor's obligations and expressly agrees that Contractor shall not under any circumstances be liable for any damage or soiling of personal property which occurs because of the presence of such dust.

PROTECTION OF NEIGHBOR'S PROPERTY:

Owner is responsible to inform neighbors of scheduled roofing work. Neighbors should keep doors, windows, screens closed to avoid damage or soiling of neighbor's personal property which occurs because of presence of dust, debris or dirt from roofing work. Contractor shall not be liable for any damage or soiling of neighbor's property.

DRIVEWAYS:

Contractor shall use reasonable care, but is not responsible for cracks or depressions in driveways.

DRAINS:

Owner must keep all roof drains clean and cleared from debris and clogging.

CLEANUP:

Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat and clean condition. Any debris consisting of dust, dirt, asphalt, or small bits of materials that settle into attics, garage areas, or any other area being worked over with open beam ceiling or no attic, is unavoidable and Contractor shall not be responsible for this cleanup. Contractor recommends that Owner lay out drop cloths to protect such areas wherever owner discovers debris infiltration.

NOTICE TO OWNER

(Section 7018.5-Contractors License Law)

THE LAW REQUIRES THAT BEFORE A LICENSED CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE.

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payment(s) be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationary stores will see the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Signature _____

Title _____

Date _____

Proposal and Contract

OFFICE USE ONLY:

Reserved / Scheduled Date:

Length of Job:

Job Completion Date:

Foreman:

Date Paid:

TOM LEE ROOFING INC.

243 Onondaga Avenue

San Francisco, CA 94112

Phone: (415) 333-5373

Fax: (415) 333-5399

www.tomleeroofing.com

License #731731

of Stories: 3

ESTIMATOR:

Randy

DATE: June 1, 2016

Proposal 2

PROPOSAL SUBMITTED TO:

T & T Construction c/o Tri Lai

2345 Shannon Drive

CITY, STATE AND ZIP CODE

San Francisco, CA 94080

DAY PHONE

(415) 810-6301

EVENING PHONE

Email: tri.lai@gmail.com

JOB LOCATION

2253 Webster Street, (Washington) San Francisco, CA 94115

BLOCK #

LOT #

We hereby propose to furnish in accordance with specifications below, all material and labor necessary to complete the following:
Proposal to reroof the overhanging pitched roof and option to reroof the main pitched roof.

1. Tom Lee Roofing, Inc. will pay for and obtain the roofing permit.
(Note: If a historical building permit is required by the city of San Francisco, the additional cost will be incurred by the owner. This cost will be determined by S.F. planning department. If property owner requests skylight or plywood sheathing permit, owner will incur the additional cost for the permits.)

For the overhanging pitched roof: (220 square feet)

2. Completely remove the existing overhang roof to the roof decking and haul away the debris.
3. Re-roof by using the CertainTeed Landmark Pro life time warranty laminated fiber glass-based shingle. Class "A".
Color: _____
4. A #30 asphalt saturated felt underlayment shall be nailed in place.
5. Replace all the roof edge flashings with aluminum sheet metal flashings.
6. Waterproof the Dutch-gutter using three plies of Modified Bitumen Membrane roofing system.
7. Waterproof the landing above the pitched roof using two plies of Modified Bitumen Membrane roofing system.
8. Install on leader-head and approximately 30 feet of 2" round aluminum downspout.
9. Keep job site clean and clean job site at the end of each workday.

CertainTeed's Landmark Pro life time limited warranty will be provided to the owner after completion of the job.

YES NO: The additional cost to reroof the main pitched roof is \$8000.00.

****TO ALL PROPERTY MANAGERS, AGENTS, CONTRACTORS ETC... PLEASE HAVE THE OWNER SIGN PROPOSAL ALONG WITH YOUR OWN SIGNATURE IN ORDER TO PROCEED WITH THE ABOVE WORK. THANK YOU!**

Note: Please remove and/or secure any items hanging on interior walls or other objects which may fall, due to vibration, during the process. Tom Lee Roofing Inc. will not be responsible for any breakage of such items.

WE PROPOSE to perform the above work in accordance with the drawing and specifications submitted and complete in a workmanlike manner according to the standard practices.

for the sum of: Six thousand dollars (\$ 6,000.00)

with payments to be made as follows: \$1,000 down payment with signed contract, 1/2 payment upon completion of 1/2 the job and PAY IN FULL UPON COMPLETION OF THE JOB (5% late penalty per month past 30 days for late payments)

WARRANTY: Contractor agrees to guarantee all complete roof jobs for a period of five years on completion of its work. Said guarantee to cover its defects in material and workmanship at Contractor's expense, and not to extend to damage to roof caused by extreme winds, lightning, hail storms, earthquakes, or other unusual causes. Said guarantee shall not cover any liability for damage or injury to interior fixtures, decorations, walls, content of building, or other part of structure. IT IS MUTUALLY UNDERSTOOD, AND AGREED that said guarantee shall be made and remain effective only when and if payment is made as agreed in this contract.

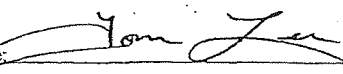
DEFAULT: If Owner should default in any of his obligation under this contract, Contractor will have the right to recover, as damages, at the option of the Contractor either the reasonable value of the work performed by the Contractor, or the balance of the contractor price plus any other damages sustained as a result of Owner's default. If after signing this contract, owner refuses to permit Contractor to commence work, it is agreed that Contractor would suffer damages. It is also agreed that it would be exceedingly difficult to determine the amount for damages which would be sustained by Contractor, and it is therefore agreed that, in the event of such default, the Owner will pay the Contractor 20% for the contractor price as liquidated damages. Interest will be charged at the legal rate if payment becomes delinquent.

ARBITRATION: All claims and disputes relating to this contract shall be subject to arbitration at the option of either Owner or Contractor in accordance with the Arbitration Rules of the America Arbitration Association then obtaining. Written notice of demand arbitration shall be filed with the other party to the contract within a reasonable time after the dispute has arisen. The cost of arbitration shall be borne by the losing party.

NOTICE TO OWNER

Contractors are required to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the register of the board whose address is: Contractors' State License Board, 9835 Goethe Road, Sacramento, CA 95826

Right to cancel note. After signing this contract, you have the right to cancel this contract within seventy-two hours

Authorized Signature: 

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement.

Signature _____

Title _____

Date _____

Rehab/Restoration 3859 Scope #5

CONDITIONS

TERMITE AND DRY ROT WORK:

Contractor shall not be obligated to perform any work to correct damage caused by termites or dry rot unless expressly included in the written specifications herein. Any such work shall be an extra charge.

HAZARDOUS MATERIALS, WASTE AND ASBESTOS:

Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Upon discovery of such hazardous materials, it is the owner's responsibility to contract with a properly licensed and qualified hazardous material contractor.

TV ANTENNAS / SATELLITE DISH:

Regarding TV antennas / satellite dish (if you have one mounted on the roof): If TV antennas / satellite dish needs to be removed for the re-roof project and reinstalled by Tom Lee Roofing, Inc. (unless otherwise noted in your contract), it is the owner's responsibility to reinstall wiring and any lost signal.

PONDING OR COLLECTION OF WATER:

Contractor is not responsible for correcting existing roof surfaces to eliminate ponding or collection of water unless included in the contract terms herein.

PROTECTION OF OWNER'S PROPERTY:

Owner agrees to remove or protect all personal property, inside and out (including, but not limited to, carpets, rugs, drapes, furniture, shrubs, plantings, and personal property) and Contractor shall not be held responsible for damage to loss of said items. Owner agrees that he has been advised of the possibility of significant amounts of dust being created during the performance of Contractor's obligations and expressly agrees that Contractor shall not under any circumstances be liable for any damage or soiling of personal property which occurs because of the presence of such dust.

PROTECTION OF NEIGHBOR'S PROPERTY:

Owner is responsible to inform neighbors of scheduled roofing work. Neighbors should keep doors, windows, screens closed to avoid damage or soiling of neighbor's personal property which occurs because of presence of dust, debris or dirt from roofing work. Contractor shall not be liable for any damage or soiling of neighbor's property.

DRIVEWAYS:

Contractor shall use reasonable care, but is not responsible for cracks or depressions in driveways.

DRAINS:

Owner must keep all roof drains clean and cleared from debris and clogging.

CLEANUP:

Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat and clean condition. Any debris consisting of dust, dirt, asphalt, or small bits of materials that settle into attics, garage areas, or any other area being worked over with open beam ceiling or no attic, is unavoidable and Contractor shall not be responsible for this cleanup. Contractor recommends that Owner lay out drop cloths to protect such areas wherever owner discovers debris infiltration.

NOTICE TO OWNER (Section 7018.5-Contractors License Law)

THE LAW REQUIRES THAT BEFORE A LICENSED CONTRACTOR CAN ENTER INTO A CONTRACT WITH YOU FOR A WORK OF IMPROVEMENT ON YOUR PROPERTY, HE MUST GIVE YOU A COPY OF THIS NOTICE.

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payment(s) be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationary stores will see the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Signature _____ Title _____ Date _____

Subject: Estimate for House Siding installation.

From: davidyho@att.net

To: virg_888@yahoo.com

Date: Tuesday, September 26, 2017, 9:50:52 PM PDT

Hi, Virginia. Nice to talk to you today. Please have the new estimate for the house siding installation & some repair work.

Quotation No: E-2017-068A
 Job Site: 2253-Webster St, S.F. Ca. 941XX
 Ordered By: Virginia Hong (415)-819-3746
 Job Performed By: David Ho 1926-32nd Ave S.F. Ca. 94116. (415)-418-0055
 Date: 9-26-2017.

Job Description:-

- A. Remove & clean rotted wood, board, old weather paper barrier of house lower siding above ground area around 6.5 ft x 20 ft. Those are open area with deck on top and located neighbor building.
- B. Clean & check work area, check & secure under laymen wood board to studs. Apply copper green wood treatment to some board joints, sill plate area that are mounted to concrete foundation.
- C. Install new weather resistant barrier on the wood board of work area.
- D. Install new GAF Weatherside Profile 12, size 12" x 24" Fiber Cement Shingle Siding, thickness 11/64".
New sidings are installed with continuous joints to original pieces on top and down over to concrete foundation.
- E. Fiber cement shingle siding are installed by nail method, no painting apply.
- F. Clean up work and dump dirt.

Total Labor & Material: \$3,850.00

- Note: 1. Repair work, no permit apply, Price good for one month.
 2. Job may start within 2 weeks after order accepted per material lead time. take 2-3 days to complete.
 3. Payment schedule: a. Deposit & order material as order accepted.....\$1,500.00
 b. All items completed.....\$2,350.00

Thanks!

Prepared By: David Ho.

Accepted By:

Rehab/Restoration Scope # 15

David Rosenquist- Gen. Contractor
 License # 734971
 1915 Mt. Vernon Ct. #1
 Mt. View, Ca. 94040
 Office: (650) 322-2950, Cell (650) 208-0879
 E-Mail: buy99window@yahoo.com

5-30-13.

Virginia Hong
 2253 Webster St.
 San Francisco, Ca. 94115

Supply and install new doors and sash

1. Kitchen exterior French door- 36x88x1 ¾ thick, Mahogany paint grade, one light insulated with Low-E		\$1,270.00
a. New door shoe- #216 bronze anodized aluminum		28.00
b. White Q-lon weather-stripping		20.00
		\$1,318.62
	Tax	118.62
	Material	\$1,436.62
c. labor to install new door \$545.00, hardware \$150.00		695.00
	Total	\$2,131.62
2. Re-hang pair of doors	Total	\$345.00
3. Supply new stop and install at bottom of 2 existing French doors	Total	\$195.00
4. Upper double hung sash- 2 nd story, manuf. new sash, IG w/ low-E \$472.00		
+Tax \$42.48= Material \$514.48 >		\$514.48
a. Labor to install		\$520.00
	Total \$1,034.48 >	Total \$1,034.48
5. Entry door- Match existing (except 2 upper panel are raised not flat), paint grade Mah.		\$3,150.00
a. Baldwin mortise lock \$550.00, New hinges \$21.00, Weather-stripping Q-lon \$20.00, Door shoe \$28.00		619.00
		\$3,769.00
	Tax	339.21
	Material	\$4,108.21
e. Labor to install door \$550.00, cut stop back for weather-stripping \$275.00, install mortise lock \$275.00		\$1,100.00
	Total	\$5,208.21
	TOTAL PROJECT COST	\$8,914.31

Note: Painting or staining is not included.

Payment Schedule: 50% deposit is required for ordering. Balance is due upon completion.

Approval: _____, Date: _____

Rehab / Restoration Scope #10

Proposal and Contract

OFFICE USE ONLY:

Reserved / Scheduled Date:

Length of Job:

Job Completion Date:

Foreman:

Date Paid:

TOM LEE ROOFING INC.

243 Onondaga Avenue

San Francisco, CA 94112

Phone: (415) 333-5373

Fax: (415) 333-5399

www.tomleeroofing.com

License #731731

of Stories: 3

ESTIMATOR:

Randy

DATE:

May 9, 2018

PROPOSAL SUBMITTED TO:	DAY PHONE	BLOCK #	LOT #
Virginia Hong	(415) 819-3746 Tri: project manager (415) 810-6301		
STREET	EVENING PHONE		
2253 Webster Street	Email: virg_888@yahoo.com cc: tri.lai@gmail.com		
CITY, STATE AND ZIP CODE	JOB LOCATION		
San Francisco, CA 94115	2253 Webster Street, (Washington) San Francisco		

We hereby propose to furnish in accordance with specifications below, all material and labor necessary to complete the following:
Proposal to reroof the overhanging pitched roof and reroof the main pitched roof. (The small ledges over the windows are not included.)

1. Tom Lee Roofing, Inc. will pay for and obtain the roofing permit.
 (Note: If a historical building permit is required by the city of San Francisco, the additional cost will be incurred by the owner. This cost will be determined by S.F. planning department. If property owner requests skylight or plywood sheathing permit, owner will incur the additional cost for the permits.)

For the overhanging pitched roof and main pitched roof: (1,300 square feet)

2. Completely remove the existing roof to the roof decking and haul away the debris.
3. Re-roof by using the CertainTeed Landmark Pro life time warranty laminated fiber glass-based shingle. Class "A".
 Color: _____
4. A #30 asphalt saturated felt underlayment shall be nailed in place.
5. Replace all the roof edge flashings with aluminum sheet metal flashings.
6. Replace approximately 20 linear feet of 5" OG aluminum gutter.
7. Waterproof the Dutch-gutter using three plies of Modified Bitumen Membrane roofing system.
8. Waterproof the landing above the pitched roof using two plies of Modified Bitumen Membrane roofing system.
9. Install one leader-head and approximately 60 feet of 2" round aluminum downspout.
10. Replace two 2" copper plumbing roof jack flashings.
11. Replace two 2" galvanized plumbing roof jack flashings.
12. Replace one 4" air vent with collar.
13. Replace one 6" (025) air vent.
14. Keep job site clean and clean job site at the end of each workday.

CertainTeed's Landmark Pro life time limited warranty will be provided to the owner after completion of the job.

Note: Scaffolding is required for safety along Washington street side. The scaffolding is included in the total.

****TO ALL PROPERTY MANAGERS, AGENTS, CONTRACTORS ETC... PLEASE HAVE THE OWNER SIGN PROPOSAL ALONG WITH YOUR OWN SIGNATURE IN ORDER TO PROCEED WITH THE ABOVE WORK. THANK YOU!**

Note: Please remove and/or secure any items hanging on interior walls or other objects which may fall, due to vibration, during the process. Tom Lee Roofing Inc. will not be responsible for any breakage of such items.

WE PROPOSE to perform the above work in accordance with the drawing and specifications submitted and complete in a workmanlike manner according to the standard practices.

for the sum of: Twenty one thousand dollars (\$ 21,000.00)

with payments to be made as follows: \$1,000 down payment with signed contract, ½ payment upon completion of ½ the job and PAY IN FULL UPON COMPLETION OF THE JOB (5% late penalty per month past 30 days for late payments)

WARRANTY: Contractor agrees to guarantee all complete roof jobs for a period of five years on completion of its work. Said guarantee to cover its defects in material and workmanship at Contractor's expense, and not to extend to damage to roof caused by extreme winds, lightning hail storms, earthquakes, or other unusual causes. Said guarantee shall not cover any liability for damage or injury to interior fixtures, decorations, walls, content of building, or other part of structure. IT IS MUTUALLY UNDERSTOOD, AND AGREED that said guarantee shall be made and remain effective only when and if payment is made as agreed in this contract.

DEFAULT: If Owner should default in any of his obligation under this contract, Contractor will have the right to recover, as damages, at the option of the Contractor either the reasonable value of the work performed by the Contractor, or the balance of the contractor price plus any other damages sustained as a result of Owner's default. If after signing this contract, Owner refuses to permit Contractor to commence work, it is agreed that Contractor would suffer damages. It is also agreed that it would be exceedingly difficult to determine the amount for damages which would be sustained by Contractor, and it is therefore or agreed that, in the event of such default, the Owner will pay the Contractor 20% for the contractor price as liquidated damages. Interest will be charged at the legal rate if payment becomes delinquent.

ARBITRATION: All claims and disputes relating to this contract shall be subject to arbitration at the option of either Owner or Contractor in accordance with the Arbitration Rules of the America Arbitration Association then obtaining. Written notice of demand arbitration shall be filed with the other party to the contract within a reasonable time after the dispute has arisen. The cost of arbitration shall be borne by the losing party.

NOTICE TO OWNER

Contractors are required to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the register of the board whose address is: Contractors' State License Board, 9835 Goethe Road, Sacramento, CA 95826
 Right to cancel note: After signing this contract, you have the right to cancel this contract within seventy-two hours.

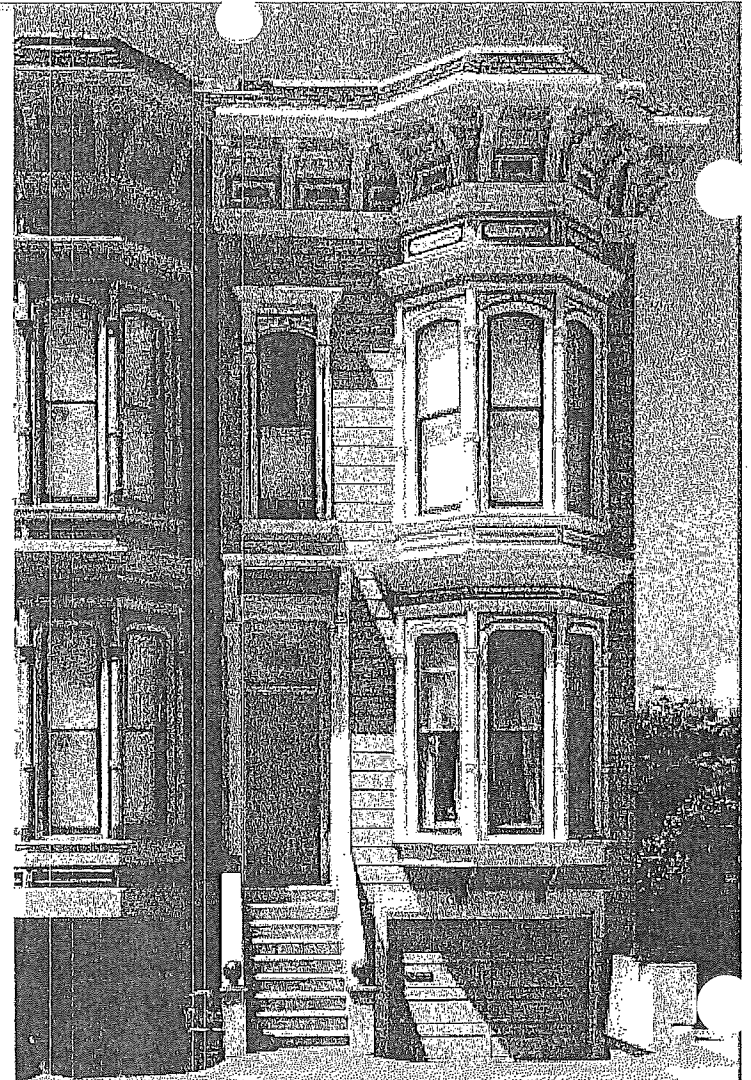
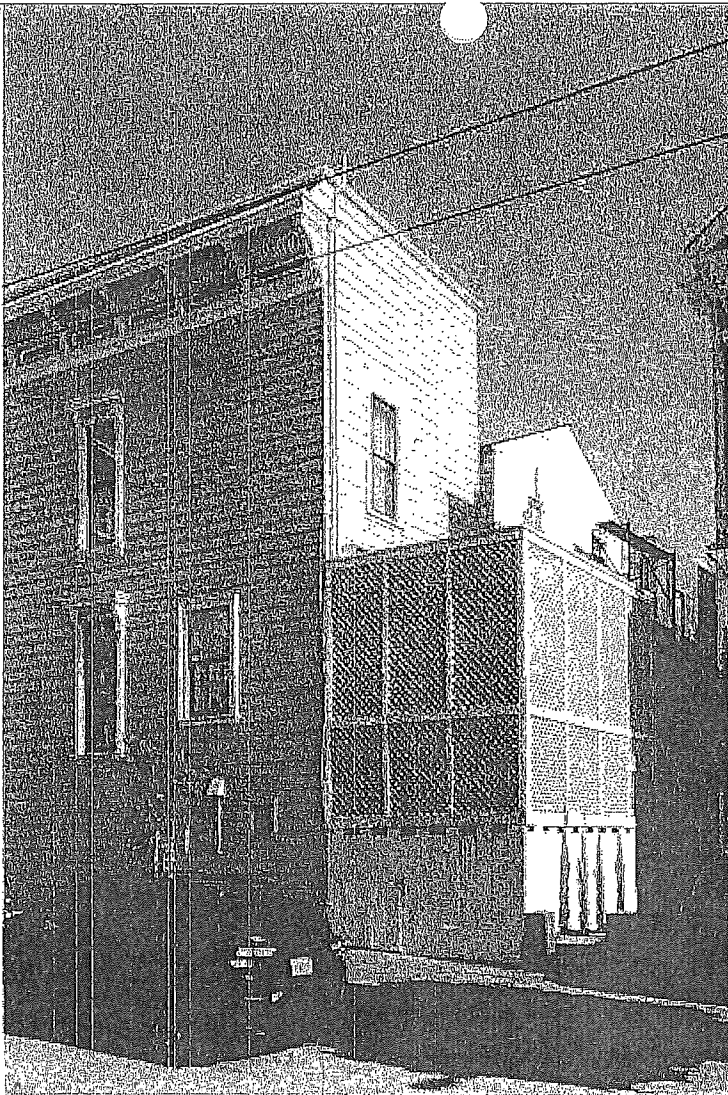
Authorized Signature: _____

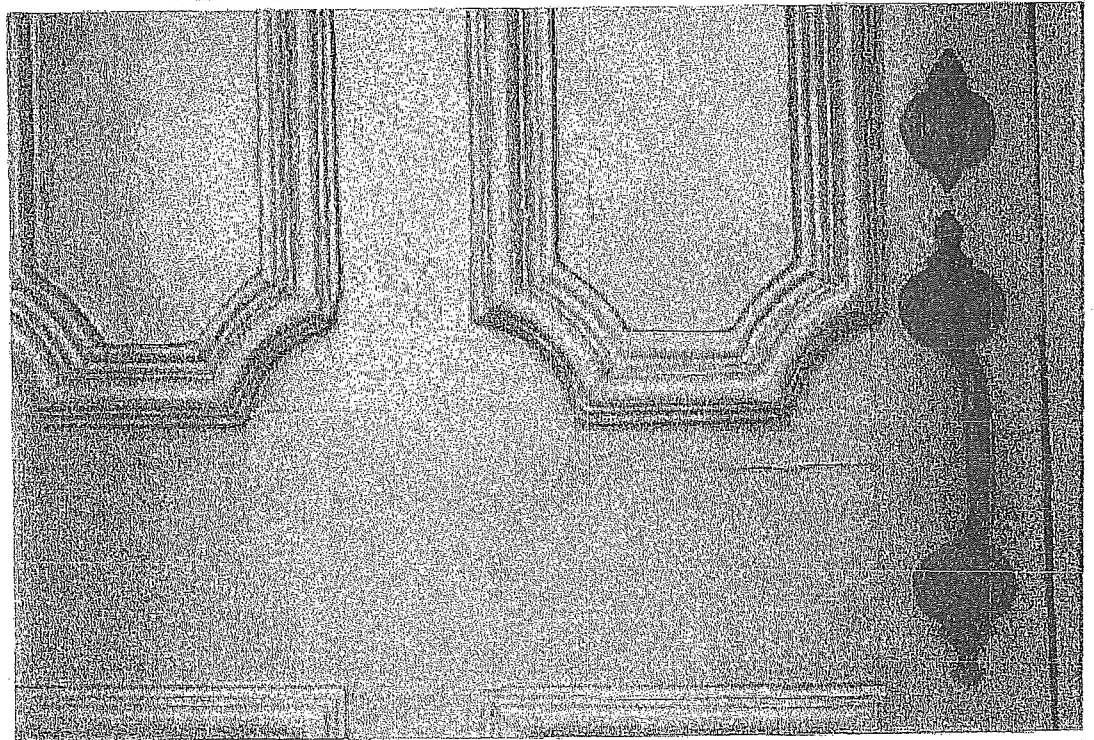
ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement.

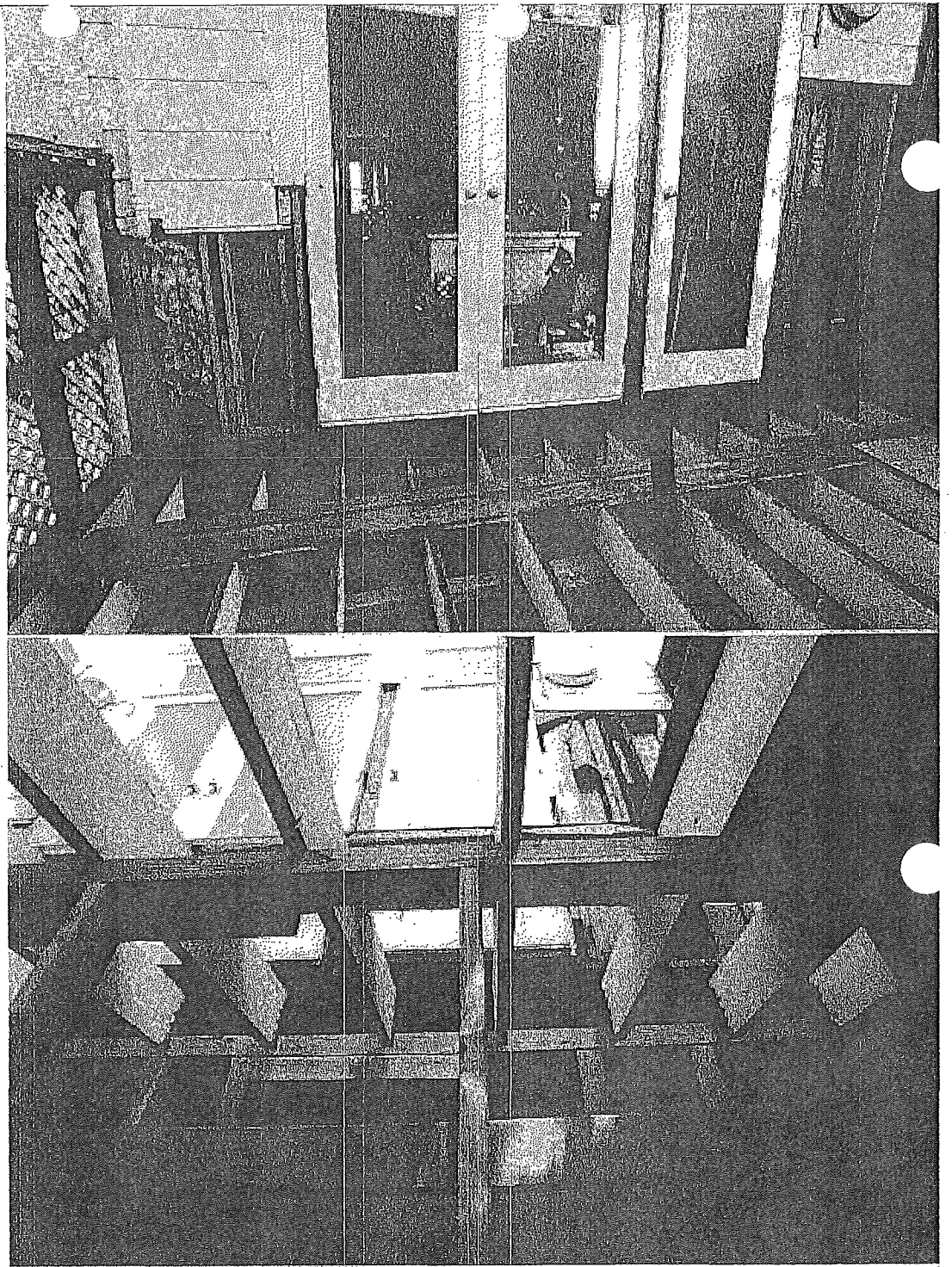
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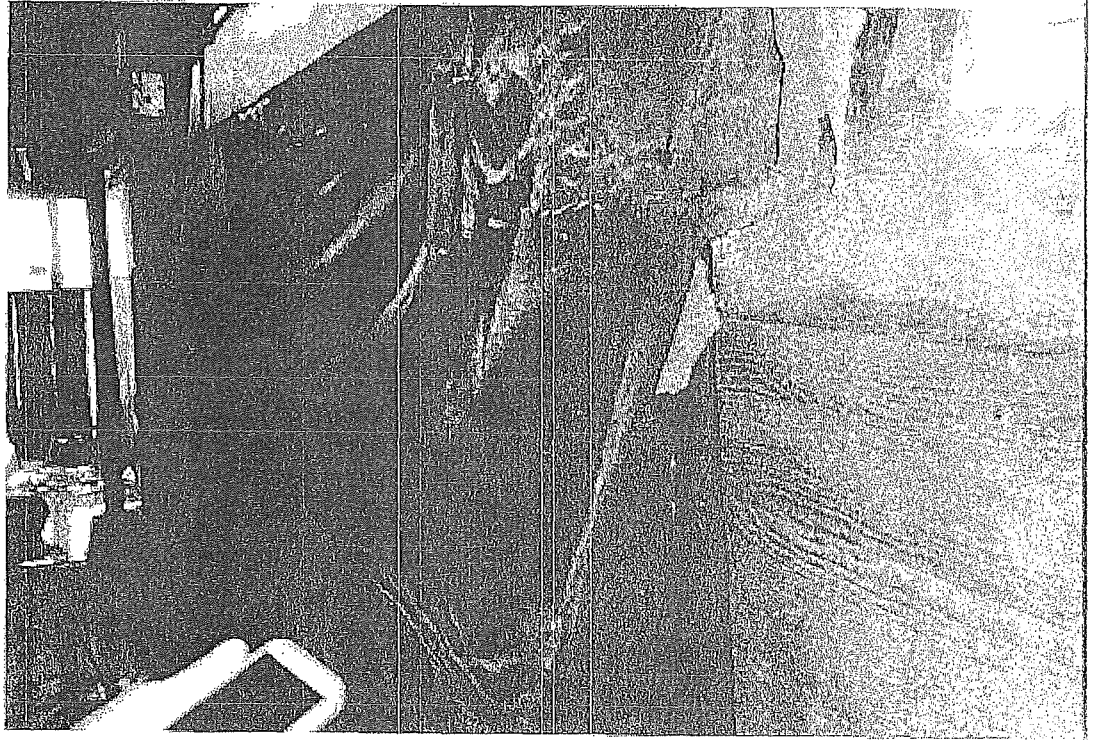
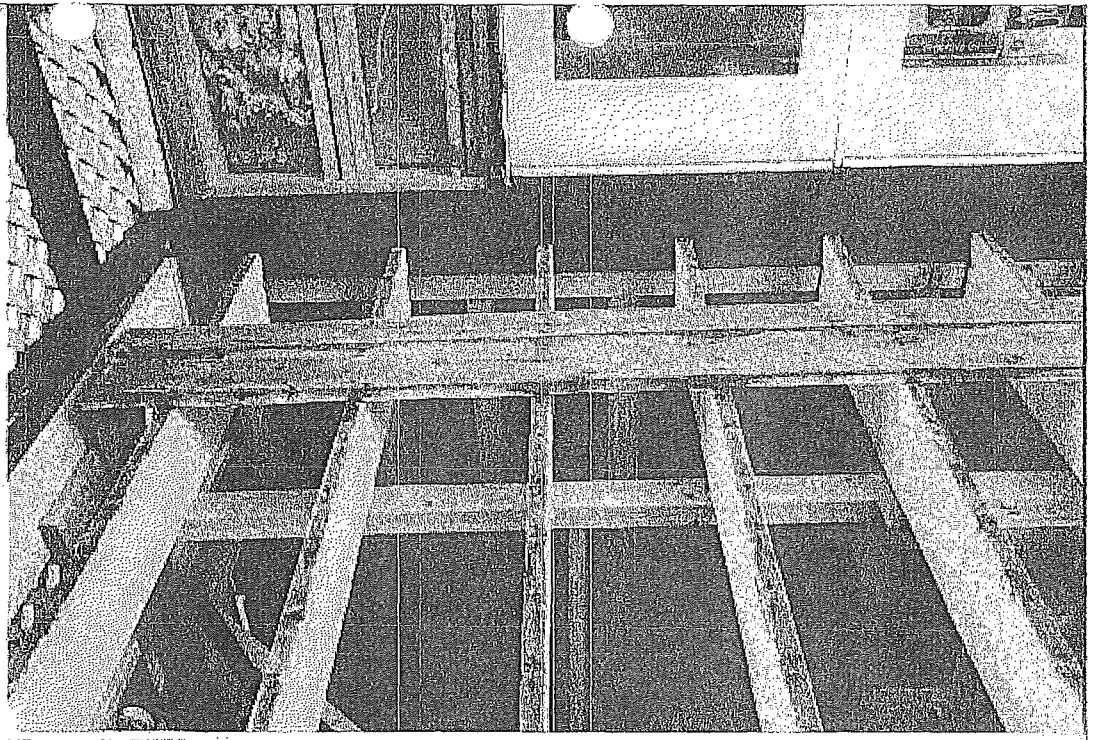
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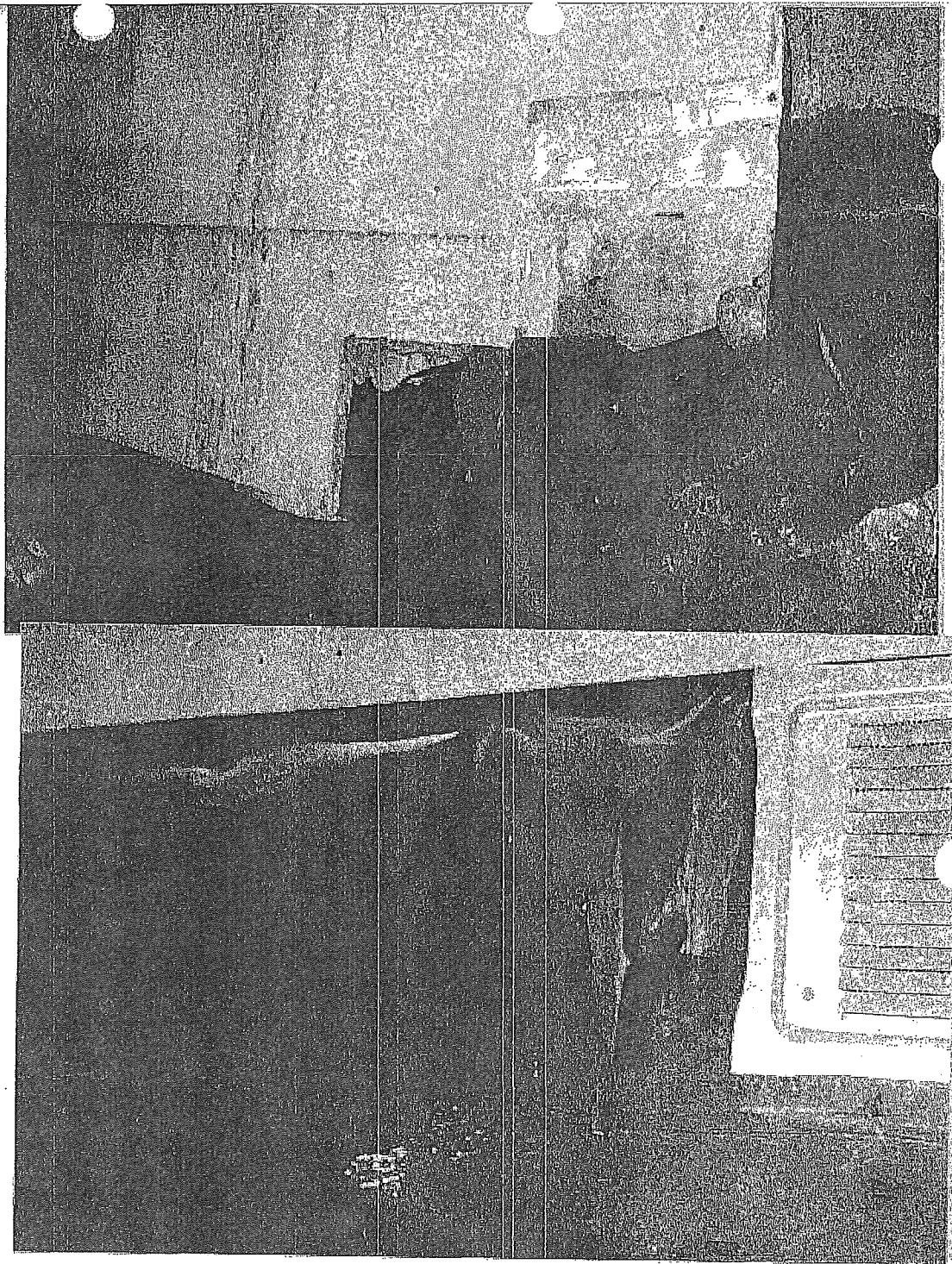
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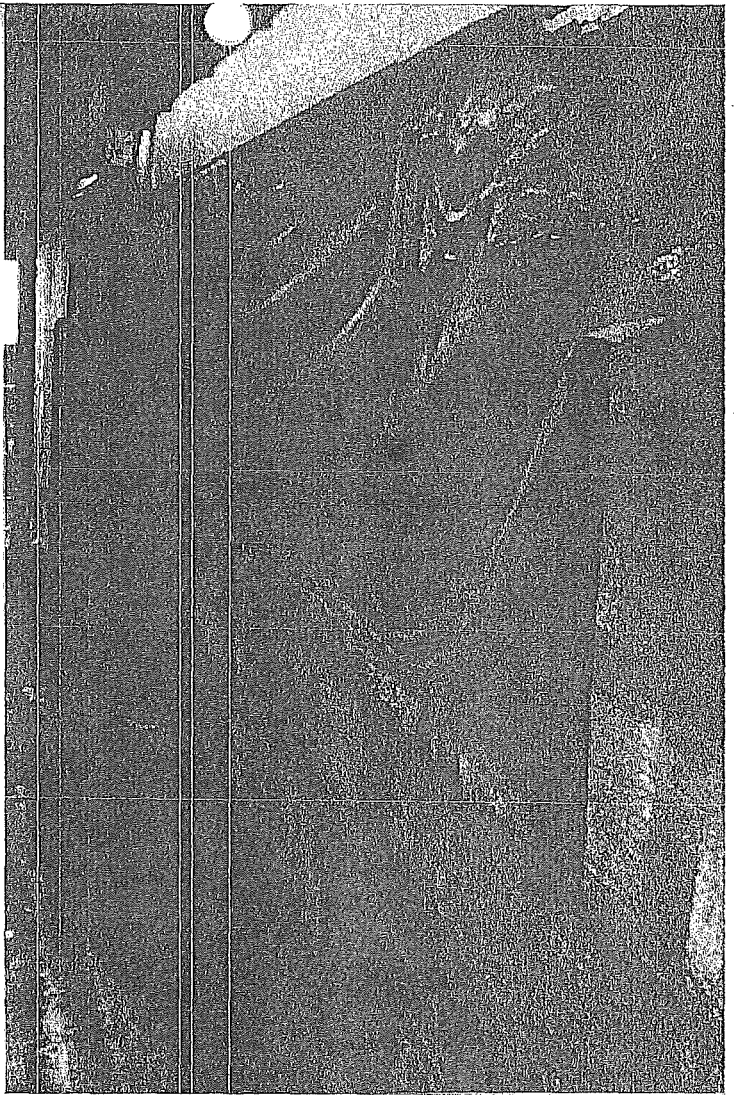


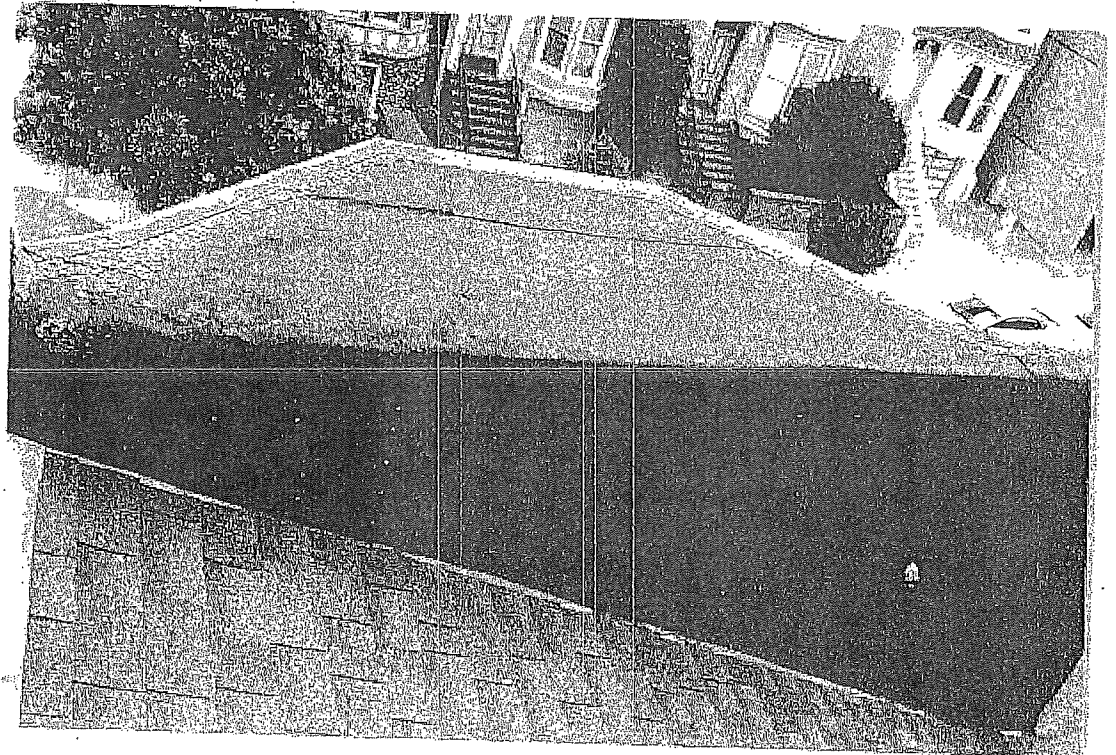
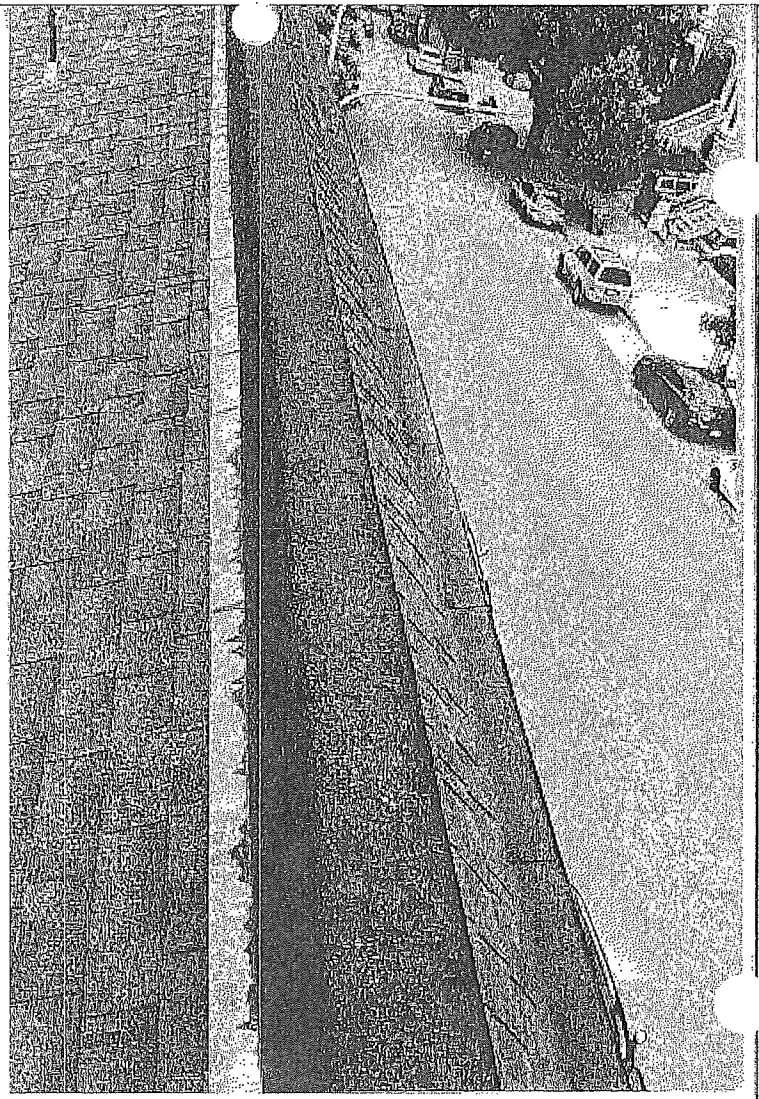
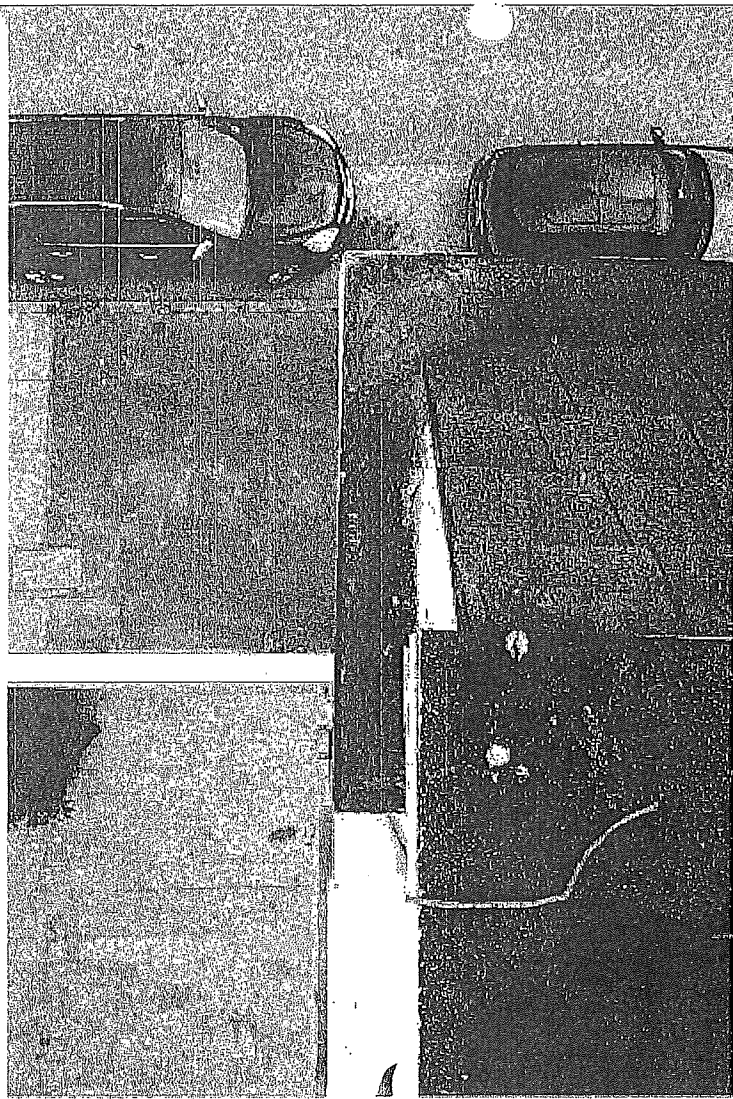


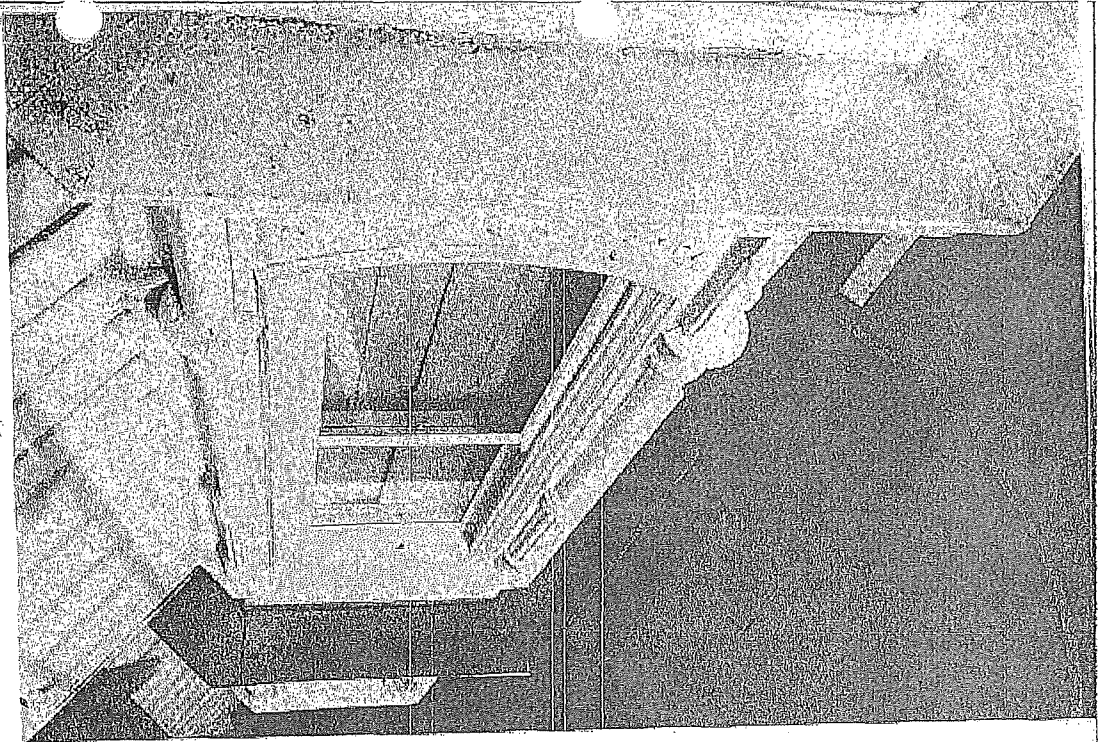


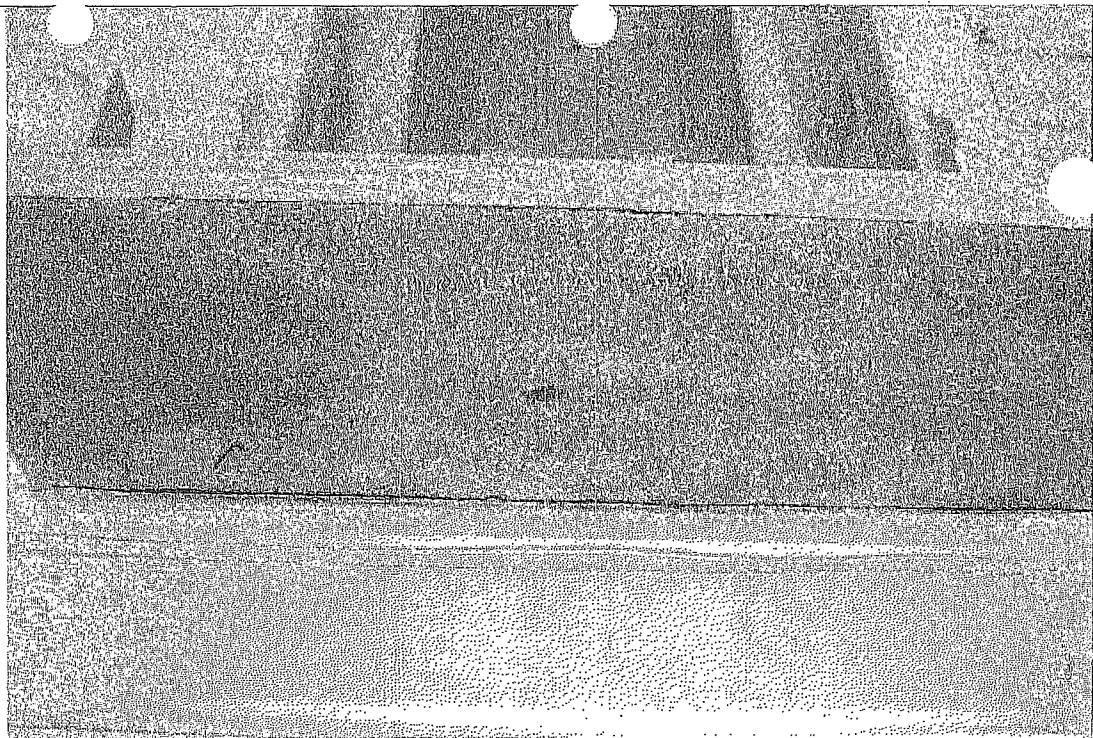


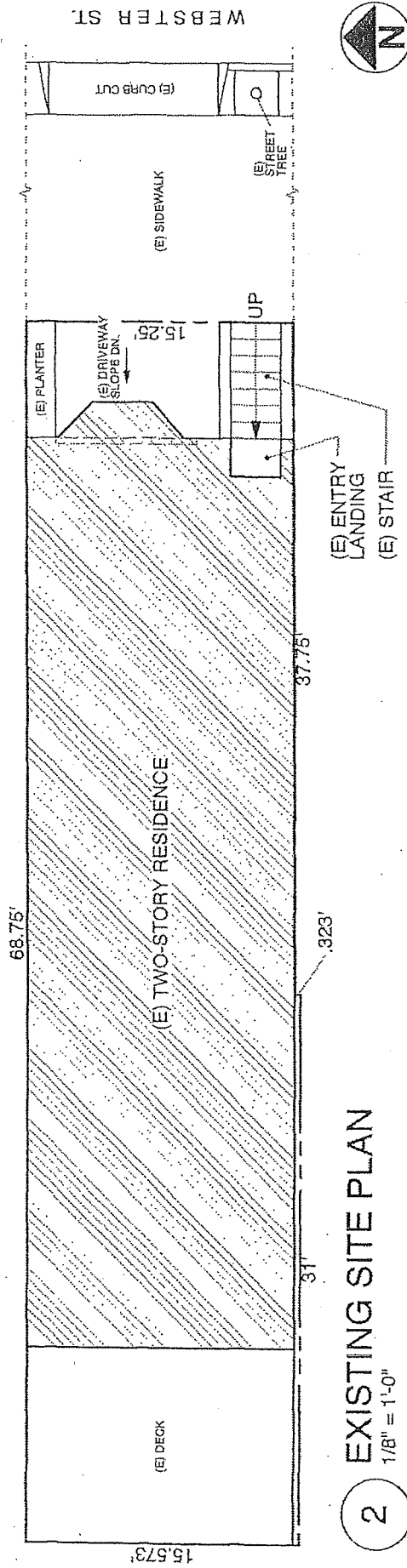












EXISTING SITE PLAN

1/8" = 1'-0"

2

2-53 WEBSTER ST
SF CA 94115



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

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

For Fiscal Year July 1, 2017 through June 30, 2018

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
05	0612	001	061200010	1.1723%	October 11, 2017	2253 WEBSTER ST

Assessed on January 1, 2017 at 12:01am

To: VIRGINIA HONG REVOC LIVING TRU

VIRGINIA HONG REVOC LIVING
 VIRGINIA HONG TRUSTEE
 2253 WEBSTER ST
 SAN FRANCISCO CA 94115

Description	Assessed Value	
	Full Value	Tax Amount
Land	1,470,600	17,239.84
Structure	630,255	7,388.47
Fixtures		
Personal Property		
Gross Taxable Value	2,100,855	24,628.32
Less HO Exemption	7,000	82.06
Less Other Exemption		
Net Taxable Value	2,093,855	\$24,546.26

Direct Charges and Special Assessments

Code	Type	Telephone	Amount Due
46	SF BAY RS PARCEL TAX	(888) 508-8157	12.00
89	SFUSD FACILITY DIST	(415) 355-2203	36.78
91	SFCCD PARCEL TAX	(415) 487-2400	99.00
98	SF - TEACHER SUPPORT	(415) 355-2203	244.10
Total Direct Charges and Special Assessments			\$391.88

TOTAL DUE		\$24,938.14
1st Installment	2nd Installment	
\$12,469.07	\$12,469.07	
Due November 1, 2017 PAID 10/07/2017 Delinquent after Dec 11, 2017	Due February 1, 2018 PAID 12/22/2017 Delinquent after April 18, 2018	

Pay online at SFTREASURER.ORG

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



City & County of San Francisco
 Secured Property Tax Bill
 For Fiscal Year July 1, 2017 through June 30, 2018

Pay online at SFTREASURER.ORG

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
05	0612	001	061200010	1.1723%	October 11, 2017	2253 WEBSTER ST

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

Delinquent after April 10, 2018

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

2nd Installment Due
 PAID 12/22/2017

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

If paid or postmarked after April 18, 2018, the amount due (includes delinquent penalty of 10% and other applicable fees) is: \$.00

PAID



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 10, 2018

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 Numbers: 2018-006629MLS; 2018-006717MLS; 2018-006796MLS; 2018-006690MLS; 2018-006794MLS; 2018-007338MLS

Six Individual Mills Act Historical Property Contract Applications for the following addresses: 2253 Webster Street; 353 Kearny Street; 465-467 Oak Street; 587 Waller Street; 354-356 San Carlos Street; 811 Treat Avenue

BOS File Nos: _____ (pending)

Historic Preservation Commission Recommendation: Approval

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 OCT 10 PM 3:54

Dear Ms. Calvillo,

On October 3, 2018 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 Applications. At the October 3, 2018 hearing, the Commission voted to approve the proposed Resolutions.

The Resolutions recommend the Board of Supervisors approve the Mills Act Historical Property Contracts as each property is a historical resource and the proposed Rehabilitation and Maintenance plans are appropriate and conform to the *Secretary of the Interior's Standard for the Treatment of Historic Properties*. Please refer to the attached exhibits for specific work to be completed for each property.

The Project Sponsors submitted the Mills Act applications on May 1, 2018. As detailed in the Mills Act application, the Project Sponsors have committed to Rehabilitation and Maintenance plans that will include both annual and cyclical scopes of work. The Mills Act Historical Property Contract will help the Project Sponsors mitigate these expenditures and will enable the Project Sponsors to maintain the properties 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.

Transmittal Materials
Mills Act Historical Property Contracts

The Mills Act Historical Property Contract is time sensitive. Contracts must be recorded with the Assessor-Recorder by December 30, 2018 to become effective in 2019. Your prompt attention to this matter is appreciated.

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

Sincerely,



Aaron D. Starr
Manager of Legislative Affairs

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

Attachments:

Mills Act Contract Case Report, dated October 3, 2018

2253 Webster Street

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

353 Kearny Street

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

465-467 Oak Street

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

587 Waller Street

Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract

Transmittal Materials
Mills Act Historical Property Contracts

Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application
Historic Structure Report

354-356 San Carlos Street
Historic Preservation Commission Resolution
Draft Mills Act Historical Property Contract
Draft Rehabilitation & Maintenance Plans
Draft Mills Act Valuation provided by the Assessor-Recorder's Office
Mills Act Application

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

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

City Elective Officer Information <i>(Please print clearly.)</i>	
Name of City elective officer(s): - Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
Contractor Information <i>(Please print clearly.)</i>	
Name of contractor: Virginia Hong	
<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> Virginia Hong	
Contractor address: 2253 Webster Street San Francisco, CA 94115	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$13,750 (estimated property tax savings)
Describe the nature of the contract that was approved: Mills Act Historical Property Contract	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

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

Print Name of Board

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

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

Date Signed

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

Date Signed