

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: 1338 Filbert LLC	TELEPHONE: ()
PROPERTY OWNER 1 ADDRESS:	EMAIL:

PROPERTY OWNER 2 NAME: Dominique LaHaussois	TELEPHONE: 203-570-7827
PROPERTY OWNER 2 ADDRESS: 30 Blackstone Court SF 94123	EMAIL: D.LaHaussois@msn.com

PROPERTY OWNER 3 NAME: David N Low	TELEPHONE: 415-317-1976
PROPERTY OWNER 3 ADDRESS: 30 Blackstone Court SF 94123	EMAIL: dnlowjr@icloud.com

2. Subject Property Information

PROPERTY ADDRESS: 1338 Filbert Street	ZIP CODE: 94109
PROPERTY PURCHASE DATE: June 2007	ASSESSOR BLOCK/LOT(S): 0524-031032/033/034
MOST RECENT ASSESSED VALUE: \$5,975,321	ZONING DISTRICT: RH-2

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

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

Owner Signature:  Date: **4/25/17**
 Owner Signature:  Date: **4/27/17**
 Owner Signature: _____ Date: _____

Non-owner occupied properties currently undergoing rehabilitation must provide additional information:

-The property bought in 2007 had been vacant for at least 7 years and could not be occupied or rented. Total area was 5,590 square feet between building 031 (Studio and Cottage A at approximately 2,000 square feet), building 032 (Cottage B at 1,480 square feet), building 033 (Cottage C or 1,035 square feet) and building 034 (Cottage D or 1,105 square feet).

-No income prior to renovation, and expenses included preservation architects for historical resource evaluation, architects for designing plans, lawyers, surveyors, soil and structural engineers, all the expenses associated with securing proper historical surveys and authorization, with getting building permits, as well as on going property taxes, financing costs and insurance. Further expenses to protect the site against squatters

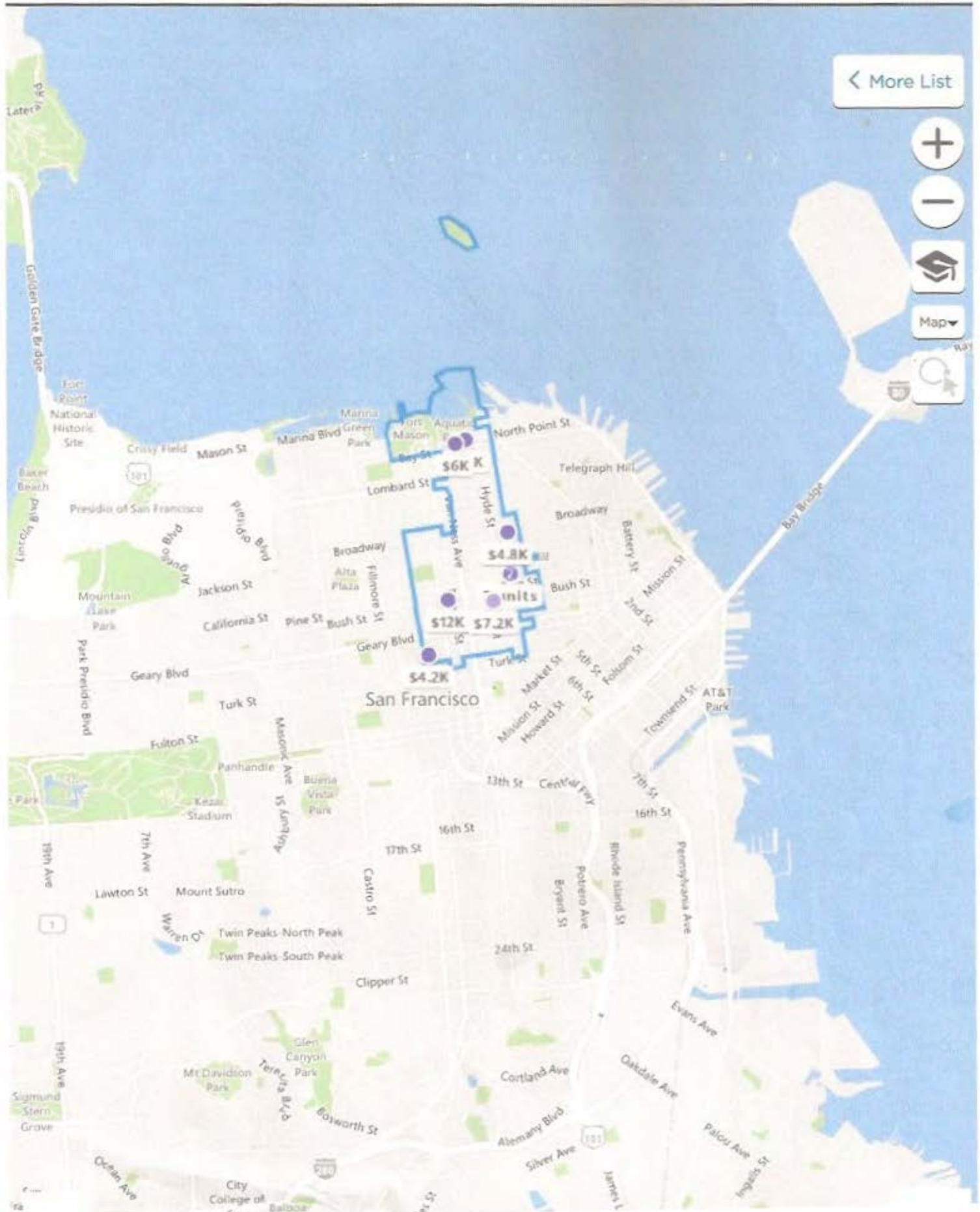
-Rehabilitation started briefly in July 2013, stopped between August and November (because of legal continuance) and finally resumed in December 2013.

-It is anticipated that the rehabilitation will be completed by mid 2017 at which time we will be able to be owner-occupied in one unit and to generate rental income in the other units, or possibly selling at least two units in the short to medium term to be able to repay some loans incurred during renovation.

-the anticipated rental income for 031 is \$12,000 per month, for 032 \$9,500 per month, for 033 \$9,000 per month and for 034 \$10,000 per month. Expected expenses between \$2,000 and \$2,500 per cottage.

09

For Rent ▾ \$1.8K+ ▾ 3+ Beds ▾ More (1) ▾



The Garage on Hyde

Home / California / San Francisco / The Garage on Hyde
1945 Hyde St, San Francisco, CA 94109 – Russi...

★★★★★



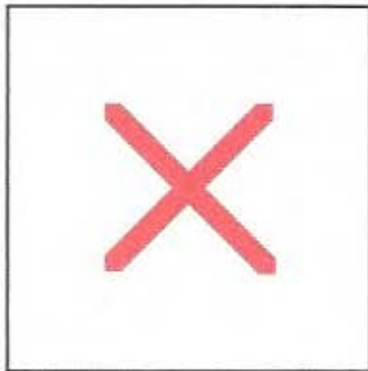
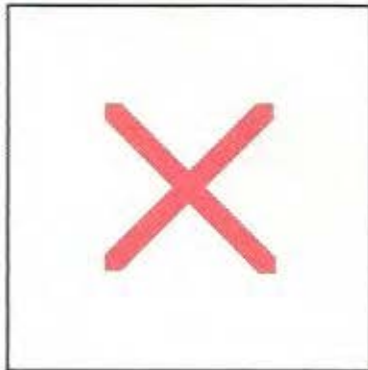
There are no available units.

Alert Me When Units Are Available

Below are rent ranges for similar nearby apartments.

Studio	554 Sq Ft	\$2,900	\$3,442	\$3,995
1 Bed	537 Sq Ft	\$1,800	\$3,278	\$4,800
2 Beds	1,174 Sq Ft	\$3,200	\$5,377	\$8,590
3 Beds	2,076 Sq Ft	\$4,650	\$9,508	\$14,495

Apartments.com
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Map data ©2017 Google

Terms of Use

School data provided by GreatSchools

Below are rent ranges for similar nearby apartments.

Beds	Average Size	Lowest	Typical
Studio	554 Sq Ft	\$2,900	
1 Bed	337 Sq Ft	\$1,800	
2 Beds	1174 Sq Ft	\$3,200	
3 Beds	2076 Sq Ft	\$4,650	
4 Beds	3100 Sq Ft	\$11,500	—

Apartment Amenities



San Francisco rents drop back to 2015 levels

Which seems like good news, although at the time we called it a "rent apocalypse"

BY ADAM BRINKLOW | APR 3, 2017, 3:38PM PDT



Photo by Pete Niesen

Spring may have sprung but the price of an apartment in San Francisco stayed mostly where it was over the last four weeks, with almost all of the data keeping the city firmly entrenched as the most expensive place to rent in the country.

In fact, peering at the numbers a little more closely reveals that the price of an apartment now, by and large, matches that of two years ago, the terrifying peaks experienced since then having petered out. (Albeit leaving a still intimidating figure in their place.)

Three rental sites released analyses of the median price of a one-bedroom apartment in San Francisco since Friday. On Zumper, a San Francisco apartment inched up 1.5 percent since February to \$3,320/month.

(Although since that's still down 7.5 percent year over year, it qualifies as good news if squinted at from the right angle.)

ApartmentList reports a figure of \$3,470/month, which is actually down a bit from the previous month, although since the decline is only 0.8 percent and a few dollars it amounts to not much at all. The year-over-year decline is one percent.



rarrarorro/Shutterstock.com

And Abodo says that prices dropped even more, tipping to \$3,470/month, down 1.45 percent month over month to form an almost perfect inversion of Zumper's analysis. (No year over year figure is available for the site's metrics.)

Earlier in the month, RENTCafe reported that San Francisco's still-absurd median apartment rent of \$3,360/month was at least behind New York City, something that's only happened a handful of times since 2014.

All told, a median price of between \$3,300-\$3,500/month for a San Francisco apartment remains the new normal.

Which means that these prices are basically interchangeable with those from two years ago. Zumper big drop of 7.5 percent since 2016 is only about a 2.3 percent drop from the same month in 2015, when the average was \$3,400, roughly in the middle of the current field of numbers.

Of course, back then these sorts of prices represented “[a rental apocalypse](#),” which at the time was “making us retroactively feel like fools caught trying to plot out the end times on a Roman calendar.”

Back then, it was hard to imagine that similar figures might one day be interpreted as some strain of good news, however dissatisfying. But that day is here.

- [Zumper Rent Report](#)
- [Apartmentlist Rent Report](#)
- [Abodo Rent Report](#)
- [SF Rents Slip Beneath NY \[Curbed SF\]](#)
- [A Year Of Topping NY Rents \[Curbed SF\]](#)

THE LATEST



Tech companies should move closer to transit, says new report

BY ADAM BRINKLOW | 1 COMMENT



Secluded, stunning Russian Hill home asks \$3.9 million

BY BROCK KEELING | 2 COMMENTS

Comparable Rental Statistics for zip codes 94109 and 94133

Trulia/ Zillow/ Craigslist April 2016

Address	<u>description</u>	square footage	monthly rent other
2390 Hyde St #1 94109	3 and 3	3000 views	\$13,895
gated russian hill penthouse	3 and 2	views	\$13,500
1100 Lombard 94109	2 and 2.5	views	\$12,500
penthouse terrace patio	3 and ?	views	\$12,450
undisclosed 94109	2 and 3	views	\$11,000 furnished
2735 Larkin St #1 94109	2 and 2	views	\$10,995
2242 Leavenworth St 94133	3 and 2	2200	\$9,950
763 Bay Larkin 94109	3 and 3	1700	\$9,800
999 Green St, #1704, 94133	2 and 2	1681 views	\$9,000
flat plus studio	3 and 3	1800 views	\$8,900 furnished
premier condo doorman	3 and ?	1854	\$8,500
1360 Lombard St 94109	2 and 2		\$8,250 furnished
1056 Greenwich St 94133	3 and 2	2400 views	\$7,450
2625 Leavenworth St 94133	3 and 2	1400 views	\$7,500
wonderful and bright (hyde and filbert)	3 and 1.5		\$6,995 includes utilities
1173 Filbet St	3 and 1.5	1350	\$6,800
lovely victorian building	3 and 2		\$6,384
1425 Vallejo St 94109	2 and 2		\$5,195
		mean	\$9,392.44
		median	\$8,950

3. Property Value Eligibility:

Choose one of the following options:

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

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

Application for Exemption from Property Tax Valuation

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

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

4. Property Tax Bill

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

PROPERTY OWNER NAMES:
Cottage A (lot 031) \$1,749,329 Cottage B (lot 032) \$1,525,238 Cottage C (lot 033) \$1,341,889 Cottage D (lot 034) \$1,358,865
MOST RECENT ASSESSED PROPERTY VALUE:
aggregate of \$5,975,321
PROPERTY ADDRESS:
1338 Filbert Street

5. Other Information

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

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

Owner Signature: 	Date: 4/26/17
Owner Signature: 	Date: 4/27/17
Owner Signature: _____	Date: _____



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

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

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

Vol 04	Block 0524	Lot 031	Account Number 052400310	Tax Rate 1.1792%	Original Mail Date October 14, 2016	Property Location 1338 FILBERT ST #1
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Assessed on January 1, 2016
 To: 1338 FILBERT LLC

**1338 FILBERT LLC
 DOMINIQUE LAHAUSSOIS
 30 BLACKSTONE CT
 SAN FRANCISCO CA 94123**

Description	Assessed Value	
	Full Value	Tax Amount
Land	790,258	9,318.72
Structure	959,071	11,309.36
Fixtures		
Personal Property		
Gross Taxable Value	1,749,329	20,628.08
Less HO Exemption		
Less Other Exemption		
Net Taxable Value	1,749,329	\$20,628.08

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	40.00
89	SFUSD FACILITY DIST	(415) 355-2203	36.06
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
92	APARTMENT LIC. FEE	(415) 558-6288	81.50
98	SF - TEACHER SUPPORT	(415) 355-2203	236.98
Total Direct Charges and Special Assessments			\$473.54

▶ TOTAL DUE	\$21,101.62
1st Installment	2nd Installment
\$10,550.81	\$10,550.81
Due: November 1, 2016 Delinquent after Dec 10, 2016	Due: February 1, 2017 Delinquent after April 10, 2017

Pay online at SFTREASURER.ORG



City & County of San Francisco
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 Secured Property Tax Bill

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

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

Vol 04	Block 0524	Lot 032	Account Number 052400320	Tax Rate 1.1792%	Original Mail Date October 14, 2016	Property Location 1338 FILBERT ST #2
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Assessed on January 1, 2016
 To: 1338 FILBERT LLC

**1338 FILBERT LLC
 DOMINIQUE LAHAUSSOIS
 30 BLACKSTONE CT
 SAN FRANCISCO CA 94123**

Assessed Value		
Description	Full Value	Tax Amount
Land	577,372	6,808.37
Structure	947,866	11,177.23
Fixtures		
Personal Property		
Gross Taxable Value	1,525,238	17,985.60
Less HO Exemption		
Less Other Exemption		
Net Taxable Value	1,525,238	\$17,985.60

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	40.00
89	SFUSD FACILITY DIST	(415) 355-2203	36.06
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
92	APARTMENT LIC. FEE	(415) 558-6288	81.50
98	SF - TEACHER SUPPORT	(415) 355-2203	236.98
Total Direct Charges and Special Assessments			\$473.54

► TOTAL DUE		\$18,459.14
1st Installment	2nd Installment	
\$9,229.57	\$9,229.57	
Due: November 1, 2016	Due: February 1, 2017	
Delinquent after Dec 10, 2016	Delinquent after April 10, 2017	

Pay online at SFTREASURER.ORG



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

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

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

Vol 04	Block 0524	Lot 034	Account Number 052400340	Tax Rate 1.1792%	Original Mail Date October 14, 2016	Property Location 1338 FILBERT ST #4
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Assessed on January 1, 2016

To: 1338 FILBERT LLC

**1338 FILBERT LLC
 DOMINIQUE LAHAUSSOIS
 30 BLACKSTONE CT
 SAN FRANCISCO CA 94123**

Assessed Value		
Description	Full Value	Tax Amount
Land	419,318	4,944.59
Structure	939,547	11,079.13
Fixtures		
Personal Property		
Gross Taxable Value	1,358,865	16,023.73
Less HO Exemption		
Less Other Exemption		
Net Taxable Value	1,358,865	\$16,023.73

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
89	SFUSD FACILITY DIST	(415) 355-2203	36.06
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
92	APARTMENT LIC. FEE	(415) 558-6288	81.50
98	SF - TEACHER SUPPORT	(415) 355-2203	236.98
Total Direct Charges and Special Assessments			\$433.54

▶ TOTAL DUE	\$16,457.26
1st Installment	2nd Installment
\$8,228.63	\$8,228.63
Due: November 1, 2016 Delinquent after Dec 10, 2016	Due: February 1, 2017 Delinquent after April 10, 2017

Pay online at SFTREASURER.ORG



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

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

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

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
04	0524	033	052400330	1.1792%	October 14, 2016	1338 FILBERT ST #3

Assessed on January 1, 2016

To: 1338 FILBERT LLC

**1338 FILBERT LLC
 DOMINIQUE LAHAUSSOIS
 30 BLACKSTONE CT
 SAN FRANCISCO CA 94123**

Assessed Value		
Description	Full Value	Tax Amount
Land	403,190	4,754.41
Structure	938,699	11,069.13
Fixtures		
Personal Property		
Gross Taxable Value	1,341,889	15,823.55
Less HO Exemption		
Less Other Exemption		
Net Taxable Value	1,341,889	\$15,823.55

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	80.00
89	SFUSD FACILITY DIST	(415) 355-2203	36.06
91	SFCCD PARCEL TAX	(415) 487-2400	79.00
92	APARTMENT LIC. FEE	(415) 558-6288	81.50
98	SF - TEACHER SUPPORT	(415) 355-2203	236.98
Total Direct Charges and Special Assessments			\$513.54

► TOTAL DUE		\$16,337.08
1st Installment	2nd Installment	
\$8,168.54	\$8,168.54	
Due: November 1, 2016	Due: February 1, 2017	
Delinquent after Dec 10, 2016	Delinquent after April 10, 2017	

Pay online at SFTREASURER.ORG

Property was valued at an aggregate value of about \$2.2 million from time of purchase in June 2007 till July of 2015, when the rehabilitation work of the Filbert Cottages was reported to the San Francisco tax authorities for the year 2014. Therefore the property's value was increased to an aggregate of \$4,620,753, which is over the \$3million threshold. By now the latest tax valuation amounts to \$5,957.321 for the period ending June 30, 2017. In 2017 we reported that the amount expended by January 1, 2017 was \$6,588,347.

Therefore, we are applying for Exemption from Property Tax Valuation because it will assist in the preservation of the property which otherwise would have been in danger of demolition, substantial alteration, or disrepair. We are enclosing an Historical Structure Report presented in the accompanying book and consisting of the following, by chronological order:

- Landmark Designation Report; Dated 7/12/2001
- Historic Fabric Assessment, Carey & Co, 8/21/2006
- Door and Window Survey, Architectural Resources Group, 2/15/2008
- Significance Diagram, Page & Turnbull, 2/4/2008
- Roof and Chimney Rehabilitation, Page & Turnbull, 1/14/2009
- Brick and Paving, Page & Turnbull, 4/28/2009
- HRER, Page & Turnbull, 7/22/2009***
- Architectural Drawings, Buttrick Wong, 2009
- Landscape Drawings, MFLA, 2009
- Historic Buildings Survey, Mark Hulbert, August 2010

***The Historic Resource Evaluation (HRER), Page & Turnbull, July 2009, had the following appendices:

- Architectural Drawings, Buttrick Wong, June 2009
- Historic Fabric Evaluation, Carey & Co, August 2006
- Door and Window Survey,Architectural Resources Group, February 2008
- Significance Diagram, Page & Turnbull
- Roof and Chimney, Page & Turnbull, January 2009
- Brick Paving, Page & Turnbull, April 2009

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:			

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

1338 Filbert Street Cottages
PROPERTY NAME (IF ANY)
1338 Filbert Street SF CA 94109
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 1338 Filbert LLC ("Owner/s").

RECITALS

Owners are the owners of the property located at 1338 Filbert Street, in San Francisco, California
PROPERTY ADDRESS
0524 1031/032/033/034 The building located at 1338 Filbert Street
BLOCK NUMBER LOT NUMBER PROPERTY ADDRESS
is designated as San Francisco Landmark # 232, a City Landmark pursuant to Article 10 of the Planning Code") and is also known as the Filbert Cottages aka Bush Cottages
HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately Two Millions and Six Five Thousands 2,065,000. See Rehabilitation Plan, Exhibit A.
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately up to Ninety Thousands (\$ 90,000) annually. See Maintenance Plan, Exhibit B.
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

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

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

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

1. Application of Mills Act

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

2. Rehabilitation of the Historic Property

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

3. Maintenance

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

4. Damage.

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

5. Insurance.

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

6. Inspections.

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

7. Term

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

8. Valuation.

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

9. Termination.

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

10. Notice of Nonrenewal.

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

11. Payment of Fees.

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

12. Default.

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

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

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

13. Cancellation.

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

14. Cancellation Fee.

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

15. Enforcement of Agreement.

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

16. Indemnification.

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

17. Eminent Domain.

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

18. Binding on Successors and Assigns.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

CARMEN CHU
ASSESSOR-RECORDER
CITY & COUNTY OF SAN FRANCISCO

Date

JOHN RAHAIM
DIRECTOR OF PLANNING
CITY & COUNTY OF SAN FRANCISCO

Date


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

Signature

Date

Print name
DEPUTY CITY ATTORNEY

Signature 
Date 4/27/17
Print name
OWNER
Dominique Laheunon

Signature 
Date 7/27/17
Print name
OWNER
DAVID LOW

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

CALIFORNIA 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 April 27, 2017 before me, PEPPINA RAYNA HARLOW, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Dominique Lahaussois | DAVID LOW
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

7. Notary Acknowledgment Form

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

State of California

County of:

On: _____
DATE

before me, _____
INSERT NAME OF THE OFFICER

NOTARY PUBLIC personally appeared:
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

(see attached certificate)

SIGNATURE

{ PLACE NOTARY SEAL ABOVE }

Recording requested by
David Low
Dominique Lahaussais

And, when recorded, mail this deed and tax statements to:
Name: 1338 Filbert, LLC Care of Dominique Lahaussais
City, State & Zip: 30 Blackstone Court, SF, CA 94123
Phone: 203-570-7827



San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2013-J764241-00
Monday, SEP 30, 2013 12:46:47
Ttl Pd \$36.00 Rcpt # 0004803509
REEL K992 IMAGE 0250
oar/JL/1-7

QUITCLAIM DEED [Husband and Wife to LLC]

TRA: City and County of San Francisco

APN: Volume 04 Block 524
Lot 11, 32, 33 and 34

This transfer is exempt from the documentary transfer tax based on:
This conveyance changes the manner in which title is held. Grantors and Grantee remain the same and continue to hold the same proportionate interest. R & T 11911

The documentary transfer tax is \$ _____
City Tax, if any: \$ _____
County Tax, if any: \$ _____

and is computed on:

- the full value of the property conveyed
 the full value less the liens and encumbrances remaining thereon at the time of sale

The property is located in an unincorporated area the city of _____

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **David N. Low Jr. and Dominique Lahaussais**, Husband and Wife, hereinafter referred to as "Grantors", do hereby remise, release, and forever quitclaim unto **1338 Filbert, LLC.**, a Limited Liability Company organized under the laws of the state of **California**, hereinafter "Grantee", the following lands and property, together with all improvements located thereon, lying in the County of San Francisco, State of California, to-wit:

See Legal Description Attached as Exhibit A incorporated by reference as though set forth in full

Legal Description:

1338 Filbert Street, #1-4, San Francisco, California, Title No: 13-35516778-RM, Locate No: CACT17738-2355-0035516778

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantors, if any, which are reserved by Grantors.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belonging.

WITNESS Grantor(s) hand(s) this the 28 day of September, 2013.

[Signature]
(1st Grantor's Signature)

DAVID N. LOW, JR.
Print Name

[Signature]
(2nd Grantor's Signature)

Dominique Lehaussuis
Print Name

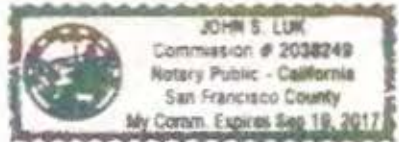
State of California
County of SAN FRANCISCO

On 28th SEPTEMBER, 20 13 before me, JOHNS LUK, NOTARY PUBLIC
(here insert name and title of the officer), personally appeared DAVID N. LOW

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)

State of California
County of SAN FRANCISCO

On 28th SEPTEMBER 2013 before me, JOHN S. LUK, NOTARY PUBLIC
(here insert name and title of the officer), personally appeared _____
DOMINIQUE G. LAHAUSSOIS

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Grantor(s) Name, Address, phone:
David Low and Dominique Lahaussois -
21 Deer Park Drive
Greenwich
CT 06830
415-317-1976
203-570-7827

Grantee(s) Name, Address, phone:
1338 Filbert, LLC
Care of Dominique Lahaussois
30 Blackstone Court
San Francisco
CA 94123
203-570-7827
SEND TAX STATEMENTS TO GRANTEE

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL A:

UNIT NO. 1, LOT 31, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP OF 1338 FILBERT STREET, A CONDOMINIUM, BEING A RESUBDIVISION OF LOT 10, PORTION OF ASSESSOR'S BLOCK NO. 524, SAN FRANCISCO, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON AUGUST 27, 1979, IN PARCEL MAP BOOK 11, AT PAGES 80 AND 81, INCLUSIVE.

EXCEPTING THEREFROM, THE FOLLOWING:

(A) NON-EXCLUSIVE EASEMENTS THROUGH SAID UNITS, APPURTENANT TO THE COMMON AREA, AND ALL OTHER UNITS, FOR INGRESS, EGRESS, SUPPORT AND REPAIR OF THE COMMON AREA AND ALL UNITS;
(B) NON-EXCLUSIVE EASEMENTS, APPURTENANT TO THE COMMON AREA, FOR ENCROACHMENT UPON THE AIR SPACE OF THE UNIT BY THOSE PORTIONS OF THE COMMON AREA LOCATED WITHIN THE UNIT.

PARCEL B:

TOGETHER WITH THE FOLLOWING APPURTENANT EASEMENTS:

(A) A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, SUPPORT AND REPAIR THROUGH THE COMMON AREA AS SHOWN ON THE MAP.
(B) AN EXCLUSIVE EASEMENT FOR THE USE OF THE RESTRICTED COMMON AREA "A", AS SHOWN ON THE MAP.
(C) AN EXCLUSIVE EASEMENT TO USE RESTRICTED COMMON AREA "B", AS SHOWN ON THE MAP.

SAID RESTRICTED COMMON AREA "B" TO BE USED IN COMMON WITH ADJACENT UNIT NO. 2.

PARCEL C:

AN UNDIVIDED 1/4 INTEREST AS TENANTS IN COMMON WITH ALL OTHER UNIT OWNERS IN AND TO THE COMMON AREA, AS SHOWN ON THE MAP.

EXCEPTING THEREFROM EXCLUSIVE EASEMENTS FOR USE OF RESTRICTED COMMON AREA OTHER THAN THOSE SHOWN IN PARCEL "B" ABOVE, IN FAVOR OF THE UNITS, AS SHOWN ON THE MAP.

PARCEL D:

TOGETHER WITH THE FOLLOWING EASEMENTS APPURTENANT TO THE COMMON AREA:

(A) NON-EXCLUSIVE EASEMENTS FOR ENCROACHMENTS UPON THE AIR SPACE OF ALL OF THE UNITS BY AND FOR THE PORTIONS OF THE COMMON AREA LYING WITHIN THE UNITS.

ASSESSOR'S PARCEL NO.: Lot 031, Block 0524

PARCEL TWO:

PARCEL A:

UNIT NO. 2, LOT 32, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP OF 1338 FILBERT STREET, A CONDOMINIUM, BEING A RESUBDIVISION OF LOT 10, PORTION OF ASSESSOR'S BLOCK NO. 524, SAN FRANCISCO, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON AUGUST 27, 1979, IN PARCEL MAP BOOK 11, AT PAGES 80 AND 81, INCLUSIVE.

EXCEPTING THEREFROM, THE FOLLOWING:

- A. NON-EXCLUSIVE EASEMENTS THROUGH SAID UNITS, APPURTENANT TO THE COMMON AREA, AND ALL OTHER UNITS, FOR INGRESS, EGRESS, SUPPORT AND REPAIR OF THE COMMON AREA AND ALL UNITS;
- B. NON-EXCLUSIVE EASEMENTS, APPURTENANT TO THE COMMON AREA, FOR ENCROACHMENT UPON THE AIR SPACE OF THE UNIT BY THOSE PORTIONS OF THE COMMON AREA LOCATED WITHIN THE UNIT.

PARCEL B:

TOGETHER WITH THE FOLLOWING APPURTENANT EASEMENTS:

- A. A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, SUPPORT AND REPAIR THROUGH THE COMMON AREA AS SHOWN ON THE MAP.
- B. AN EXCLUSIVE EASEMENT FOR THE USE OF THE RESTRICTED COMMON AREA "B & C", AS SHOWN ON THE MAP.

SAID RESTRICTED COMMON AREA "B" TO BE USED IN COMMON WITH ADJACENT UNIT NO. 1

PARCEL C:

AN UNDIVIDED 1/4 INTEREST AS TENANTS IN COMMON WITH ALL OTHER UNIT OWNERS IN AND TO THE COMMON AREA, AS SHOWN ON THE MAP.

EXCEPTING THEREFROM EXCLUSIVE EASEMENTS FOR USE OF RESTRICTED COMMON AREA OTHER THAN THOSE SHOWN IN PARCEL "B" ABOVE, IN FAVOR OF THE UNITS, AS SHOWN ON THE MAP.

PARCEL D:

TOGETHER WITH THE FOLLOWING EASEMENTS APPURTENANT TO THE COMMON AREA:

- A. NON-EXCLUSIVE EASEMENTS FOR ENCROACHMENTS UPON THE AIR SPACE OF ALL OF THE UNITS BY AND FOR THE PORTIONS OF THE COMMON AREA LYING WITHIN THE UNITS.

ASSESSOR'S PARCEL NO.: Lot 032, Block 0524

PARCEL FOUR:

PARCEL A:

UNIT NO. 4, LOT 34, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP OF 1338 FILBERT STREET, A CONDOMINIUM, BEING A RESUBDIVISION OF LOT 10, PORTION OF ASSESSOR'S BLOCK NO. 524, SAN FRANCISCO, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON AUGUST 27, 1979, IN PARCEL MAP BOOK 11, AT PAGES 80 AND 81, INCLUSIVE.

EXCEPTING THEREFROM, THE FOLLOWING:

- A. NON-EXCLUSIVE EASEMENTS THROUGH SAID UNITS, APPURTENANT TO THE COMMON AREA, AND ALL OTHER UNITS, FOR INGRESS, EGRESS, SUPPORT AND REPAIR OF THE COMMON AREA AND ALL UNITS;
- B. NON-EXCLUSIVE EASEMENTS, APPURTENANT TO THE COMMON AREA, FOR ENCROACHMENT UPON THE AIR SPACE OF THE UNIT BY THOSE PORTIONS OF THE COMMON AREA LOCATED WITHIN THE UNIT.

PARCEL B:

TOGETHER WITH THE FOLLOWING APPURTENANT EASEMENTS:

- A. A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, SUPPORT AND REPAIR THROUGH THE COMMON AREA AS SHOWN ON THE MAP.
- B. AN EXCLUSIVE EASEMENT FOR THE USE OF THE RESTRICTED COMMON AREA "E", AS SHOWN ON THE MAP.

PARCEL C:

AN UNDIVIDED 1/4 INTEREST AS TENANTS IN COMMON WITH ALL OTHER UNIT OWNERS IN AND TO THE COMMON AREA, AS SHOWN ON THE MAP.

EXCEPTING THEREFROM EXCLUSIVE EASEMENTS FOR USE OF RESTRICTED COMMON AREA OTHER THAN THOSE SHOWN IN PARCEL "B" ABOVE, IN FAVOR OF THE UNITS, AS SHOWN ON THE MAP.

PARCEL D:

TOGETHER WITH THE FOLLOWING EASEMENTS APPURTENANT TO THE COMMON AREA:

- A. NON-EXCLUSIVE EASEMENTS FOR ENCROACHMENTS UPON THE AIR SPACE OF ALL OF THE UNITS BY AND FOR THE PORTIONS OF THE COMMON AREA LYING WITHIN THE UNITS.

ASSESSOR'S PARCEL NO., Lot 034, Block 0524

PARCEL THREE:

PARCEL A:

UNIT NO. 3, LOT 33, AS SHOWN ON THE MAP ENTITLED "PARCEL MAP OF 1338 FILBERT STREET, A CONDOMINIUM, BEING A RESUBDIVISION OF LOT 10, PORTION OF ASSESSOR'S BLOCK NO. 524, SAN FRANCISCO, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON AUGUST 27, 1979, IN PARCEL MAP BOOK 11, AT PAGES 80 AND 81, INCLUSIVE.

EXCEPTING AND RESERVING, HOWEVER, THE FOLLOWING:

- A. ANY PORTION OF THE COMMON AREA LYING WITHIN SAID UNIT;
- B. NON-EXCLUSIVE EASEMENTS THROUGH SAID UNIT, APPURTENANT TO THE COMMON AREA AND ALL OTHER UNITS, FOR INGRESS, EGRESS, SUPPORT AND REPAIR OF THE COMMON AREA AND ALL OTHER UNITS; AND
- C. NON-EXCLUSIVE EASEMENTS, APPURTENANT TO THE COMMON AREA, FOR ENCROACHMENT UPON THE AIR SPACE OF THE UNIT BY THOSE PORTIONS OF THE COMMON AREA LOCATED WITHIN THE UNIT.

PARCEL B:

TOGETHER WITH THE FOLLOWING APPURTENANT EASEMENTS:

- A. NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, AND SUPPORT OF SAID PARCEL ONE ABOVE REFERRED TO; THROUGH THE COMMON AREA AND FOR REPAIR OF SAID PARCEL ONE THROUGH ALL OTHER UNITS AND THROUGH THE COMMON AREA.
- B. AN EXCLUSIVE EASEMENT FOR THE USE OF THE RESTRICTED COMMON AREA DESIGNATED AS AREA "D", AS SHOWN ON THE MAP HEREIN REFERRED TO;

PARCEL C:

AN UNDIVIDED 25% INTEREST AS TENANTS IN COMMON WITH ALL OTHER UNIT OWNERS IN AND TO THE COMMON AREA, AS SHOWN ON THE MAP HEREIN REFERRED TO.

EXCEPTING AND RESERVING THEREFROM EXCLUSIVE EASEMENTS FOR USE OF RESTRICTED COMMON AREA'S OTHER THAN THOSE SHOWN IN PARCEL B ABOVE, AS SHOWN ON THE MAP HEREIN REFERRED TO.

PARCEL D:

TOGETHER WITH THE FOLLOWING EASEMENTS APPURTENANT TO THE COMMON AREA:

- A. NON-EXCLUSIVE EASEMENTS THROUGH EACH UNIT FOR SUPPORT AND REPAIR OF THE COMMON AREA AND
- B. NON-EXCLUSIVE EASEMENTS FOR ENCROACHMENTS UPON THE AIR SPACE OF ALL OF THE UNITS BY AND FOR THE PORTIONS OF THE COMMON AREA LYING WITHIN THE UNITS.

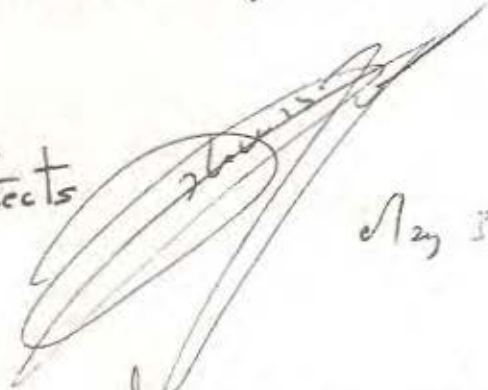
ASSESSOR'S PARCEL NO.: Lot 033, Block 0524

EXHIBIT A - CONSTRUCTION COSTS

Attached signed Contractors Bid Proposal

based on the Plans, including

- DBL
81
- 1) Landmark Restoration and Addition, dated Dec 2011
 - 2) Project Specifications, and
 - 3) Project Schedules
- produced by Buttrick Wong Architects



May 3, 2013

Jan Gunnar
5-3-13

Achill Beg Construction, Inc.

Cost Breakdown

Project: **Filbert Street Cottages**
 Location: **1338 Filbert Street, San Francisco, CA 94109**
 # Description

Architects: **Buttrick Wong Architects**
 Engineers: **GFDS Engineers**

	May 1, 2011	May 1, 2013
	ACHILL BEG	L.L.C.
010 General Requirements	\$ 234,400	\$ 388,250
Project coordination & supervision	\$ 70,000	
Site set-up & temporary toilet for workers	\$ 9,900	
Tools, storage box & equipment rental	\$ 9,300	
Forklift: loading & unloading	\$ 7,800	
Scaffolding for exterior work & netting containment	\$ 28,400	
Sidewalk safety barricade	\$ 4,100	
Progress clean up and debris removal	\$ 19,200	
Final clean-up	\$ 8,500	
Mock-ups / design documentation / layout diagrams	T & M By Owner	
Flashing at property line walls	.	
Roofing & roof flashings	.	
Kitchen cabinets, master bedroom cabinets & wall panels	.	
MEP Systems, design & equipment	.	
Dumbwaiter	.	
Car lift	.	
Rolling car gate	.	
Low voltage systems	.	
Fireplace flues & vents	.	
Shower pans & interior waterproofing	.	
Retaining wall rebuild	.	
Brick masonry paving replacement	.	
Brick masonry wall	.	
Siding replacement with representative window trims	.	
Soffit repairs	.	
Window & door flashings	.	
Colored concrete stairs	.	
Roofing & roof flashings	.	
Photo documentation & CDROM, Survey Monitoring & Final Affidavit during Excavation	\$ 13,000	
Preservation measures & site protection	\$ 11,000	
Green point documentation & compliance, certification, weekly site meeting & documentai	\$16,200	
Sidewalk encroachment & closure permit and traffic control permits	Allowance 2,500	
General contractor's liability insurance	\$12,000	
Owner's wrap insurance policy - construction - 10 years thereafter	By Owner Excluded	\$125,000
Builders Risk Insurance Policy	By Owner	\$50,000
Temporary water & power during construction	By Owner Excluded	\$10,000
Special inspection fees & coordination	Allowance	\$5,000
SF DBI permit plan check & parking permits and fees (18 Months)	Allowance	\$6,250
PG & E charges & fees	Allowance	\$15,000
2" Domestic Water Meter Service SF Water Dept	Allowance	\$12,000
6" Fire Service	Allowance	\$15,000
New sewer lateral	Allowance \$ 10,500	
New street grading	Allowance \$ 12,000	
Preservation architects review & consultation	By Owner Excluded	\$150,000.00
020 Site Preparation & Demolition	\$ 969,967	\$ -
Selective demolition & removal		
Existing non-historically contributing additions % of work completed & paid	\$ 3,500	
Existing foundations, slab on grade & site structures	\$ 3,250	
Existing SF Landmark cottages temporary shoring / lifting / bracing	\$ 26,240	

PG 2

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Achill Beg Construction, Inc.

Cost Breakdown

Project: Filbert Street Cottages
Location: 1338 Filbert Street, San Francisco, CA 94109

Architect: Battrick Wong Architects
Engineer: GFDS Engineers

#	Description	May 1, 2013	May 1, 2013
		ACHILL BEG	LLC
	Exterior stairs framing, up to Unit D	\$ 8,310	
	Blocking, nailers, sheathing,	\$ 13,549	
	Holddowns, hangers, post cap, straps & ties	\$ 14,000	
	Premium for FSC certified lumber for framing		
	Floating subfloor system for radiant heating	\$ 73,050	
080	Thermal & Moisture Protection	\$ 184,275	\$ -
	Batts insulation at roofs, walls & floors	\$ 13,010	
	Spray insulation in new addition ceiling	\$ 6,360	
	Cellulose insulation in new addition walls	\$ 7,310	
	Premium for low VOC insulation for Green point points	\$ 2,500	
	Modify bitumen roofing / traffic topping	\$ 58,000	
	Waterproofing membrane / sheetmetal pans - shower area	\$ 2,865	
	Stainless steel flashings & downspouts	\$ 38,535	
	Stainless steel drain pans at laundry area	\$ 4,770	
	Hot dipped heavy gauge GSM valley flashing, edges & parapets	\$ 10,815	
	Natural zinc skirt flashing and zinc base flashings	\$ 8,400	
	Sealant and caulking	\$ 5,410	
	Living Roof	\$ 6,300	
	Henry's Air Bloc waterproofing	\$ 20,000	
090	Exterior Finishes	\$ 275,840	\$ -
	Exterior window treatments, trims & moldings	\$ 12,210	
	Clear cedar wood siding, painted	\$ 51,900	
	Wood cedar siding, 3 1/2" v-groove, painted	\$ 4,950	
	Stucco finish - New Addition East Wall	\$ 9,800	
	Zinc siding panels 18 gauge, brackets & hat channels	\$ 108,680	
	Prep & paint exterior wood siding & trims - low VOC paint	\$ 71,300	
	Glass dividing fence between units	\$ 17,000	
100	Doors, Windows & Skylights	\$ 393,420	\$ -
	Custom windows, wood frames, double pane	\$ 167,060	
	Aluminum "Blomberg" windows	\$ 24,000	
	Interior & exterior custom wood doors & frames	\$ 126,590	
	Windows installation - Labor	\$ 21,570	
	Doors installation - Labor	\$ 21,030	
	Window & door flexible flashings	\$ 6,700	
	Aluminum infill panels, clear anodized	\$ 9,330	
	Door hardware	\$ 8,140	
	Access doors	\$ 1,500	
	Skylight, triple insulated	\$ 4,800	
	Skylight option, lens cover	\$ 2,900	
110	Interior Finishes	\$ 695,400	\$ -
	Sheetrock wall & ceilings, level 4 finish	\$ 91,600	
	Interior wall handrails & brackets	\$ 18,920	
	Interior moldings, trims, casing, baseboards, - paint grade	\$ 78,000	
	Bathrooms floor tile & walls tile - allow \$20/SF for materials	\$ 98,350	
	Bathrooms floor tile & walls tile - Labor	\$ 73,760	

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Achill Beg Construction, Inc.

Cost Breakdown

Project: **Filbert Street Cottages**

Architect: **Buttrick Wong Architects**

Location: **1338 Filbert Street, San Francisco, CA 94109**

Engineer: **GFDS Engineers**

#	Description	May 1, 2013	May 1, 2013
		ACHILL BEG	LLC
	Excavation, shoring, tiebacks & lagging system	\$ 886,730	
	Shoring, tiebacks & lagging system	-	
	Mass excavation & soldier beams	-	
	Asbestos Abatement & Mitigation by MG Remediation, Inc.	\$ 8,281	
NEW	Drainage System for Perimeter Concrete Walls	\$ 541,966	
030	Landscaping & Planting	\$ 107,980	\$ 75,000
	Landscaping planting, irrigation & site lighting		\$ 75,000
	Reconstruct (e) grapestakes fence over (e) stepped masonry wall & concrete footings	\$ 14,250	
	New auto sliding gate including 'Door King 9070" slide gate operator	\$ 9,540	
	PL fence, 6'-0" high pressure treated posts and framing cedar wooden planks	\$ 15,260	
	Side yard fences, 4" x 4" steel tube 1/2" wood & safety glass panels, back to back	\$ 34,080	
	Trellises, 5/4" x 5 1/2" lumber attached to steel brackets & stainless steel fasteners	\$ 15,000	
	Main gates, steel frames with wood infill (4 EA)	\$ 3,180	
	Sidewalk entry gate including hardware	\$ 1,060	
	Landscape screen	\$ 12,500	
	Prune street trees prior to construction	\$ 1,200	
	Protect (e) street trees during construction	\$ 1,910	
040	Concrete	\$ 887,160	\$ -
	Reinforced concrete foundations including rebars & formwork	\$ 594,400	
	Concrete foundations / mat slab	-	
	Concrete retaining walls	-	
	Concrete suspended slab, 14"	-	
	Concrete columns	-	
	Concrete slabs	-	
	Excavate for concrete foundations	-	
	Sand and drain rock	-	
	Flyash in concrete for Green point points	-	
	Concrete sidewalk, curb & gutter	\$ 23,500	
	Preprufe 300R & 160R waterproofing system [Quote dated 06/19/2012]	\$ 225,750	
	New concrete retaining wall under the sidewalk	\$ 20,610	
	New integral color concrete stairs	\$ 22,900	
050	Masonry	\$ 179,700	\$ -
	Remove (e) brick paving, salvage, palletize, store, clean & reinstall	\$ 46,000	
	New precast concrete pavers between cottages A+B & C+D	\$ 7,900	
	Storage Facility for existing bricks to be determined	\$ 6,300	
NEW	Slabstone all elements	\$ 119,500	
060	Metals	\$ 197,250	\$ -
	Structural steel framing, plates & connections	\$ 126,400	
	Structural steel framing / tube steel	-	
	Steel plates, bolts, welding and miscellaneous	-	
	Metal stair fabrication	\$ 61,250	
	Coated metal fabric at stucco wall - Trellis on New Addition East Wall	\$ 9,600	
070	Wood Framing	\$ 546,730	\$ -
	Rough framing for floors and walls	\$ 372,430	
	Rough framing for re-framing of cottage roofs	\$ 48,000	
	Interior stairs framing	\$ 12,400	

DEL

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NoeHill in San Francisco

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San Francisco Landmarks



6 January 2004



25 January 2016

San Francisco Landmark #232
Filbert Cottages
AKA Bush Cottages
1338 Filbert
Built 1907

Four vernacular frame cottages stand on a mews perpendicular to Filbert Street. They were built just after the 1906 Earthquake and Fire had devastated Russian Hill, and the high demand for housing was met by skilled craftsmen-builders rather than by known architects. Vernacular cottages are characterized by rusticity, simplicity, minimal embellishment, informality, modest scale, and sensitivity to the site. They anticipate the [craftsman style](#) popular in the early 20th century.

During the 1940s, Marian Hartwell used one cottage as her home and as the School of Basic Design & Color where she taught the principles of the California Decorative Style. The other three cottages were rented to students and other tenants.

From 1926-40, Hartwell had taught in the Design Department of the [California School of Fine Arts](#)



25 January 2016
(Click Photos to Zoom)

during the period of great WPA art, both nationally and in San Francisco. The murals in [Coit Tower](#), [Rincon Annex](#), and [Beach Chalet](#) were painted by her colleagues and students: Piazzoni, Cravath, Stackpole, Oldfield, Labaudt. The fever of activity of the muralists beginning in 1934 made San Francisco a center for this kind of art and the political activity that accompanied it.

Hartwell eventually bought the Filbert Street property and lived there until 1972. She designed the common garden, brick walkways, and patios that are still there.

Source: [Russian Hill Neighbors and San Francisco Planning Commission Resolution 16187](#) dated 12 July 2001



For years, a plywood fence has blocked the cottages from view.

When we visited the property in early 2016, a renovation was in progress. Perhaps the cottages and garden may soon be visible from Filbert Street.

[Prev](#) | [Next](#)

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Photographic Illustrations of 1338 Filbert during Rehabilitation



Some retaining walls of the Larkin's neighbors



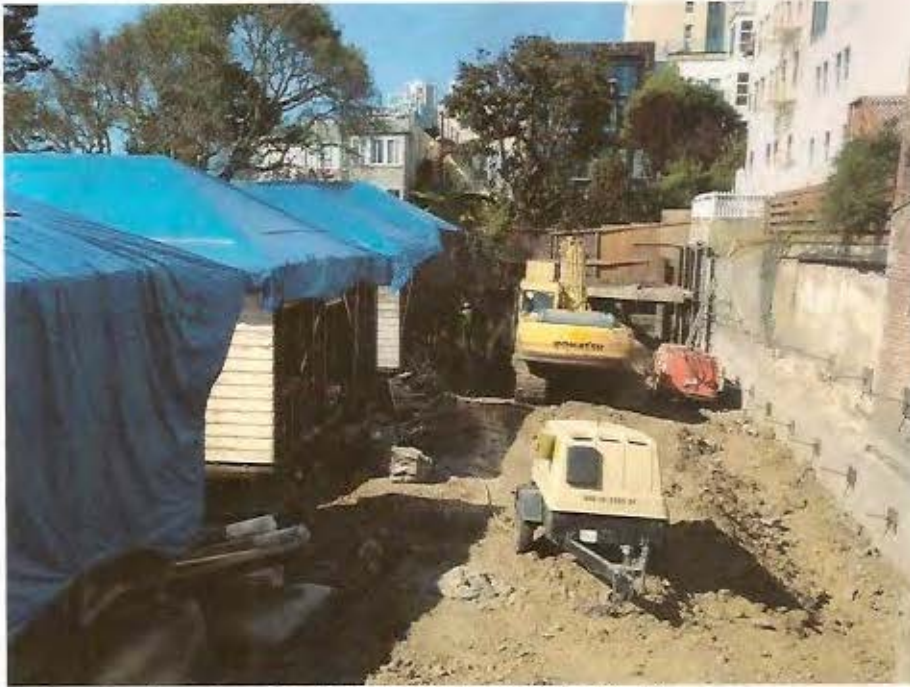
Shoring during Rehabilitation





More shoring during Rehabilitation





Cottages shored and cribbed during Rehabilitation





Ties Backs in Consolidated Larkin Retaining Walls



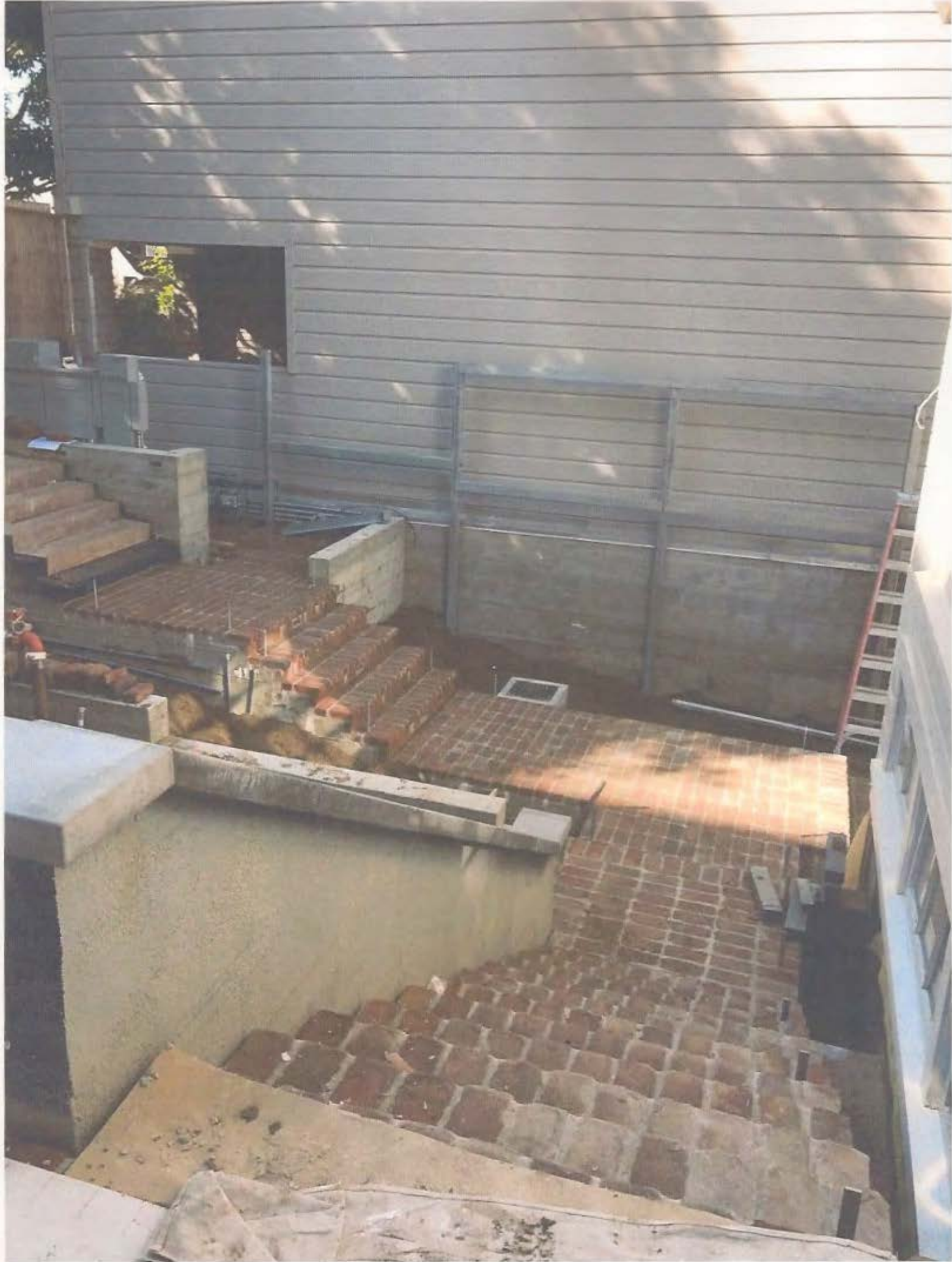


More retaining walls of the Larkin's neighbors



Pictures of 1338 Filbert Street in 2017, showing final restoration of the roofs, brick pathways, the siding and painted cottages, the grape stake fence and the planting of the Garden:





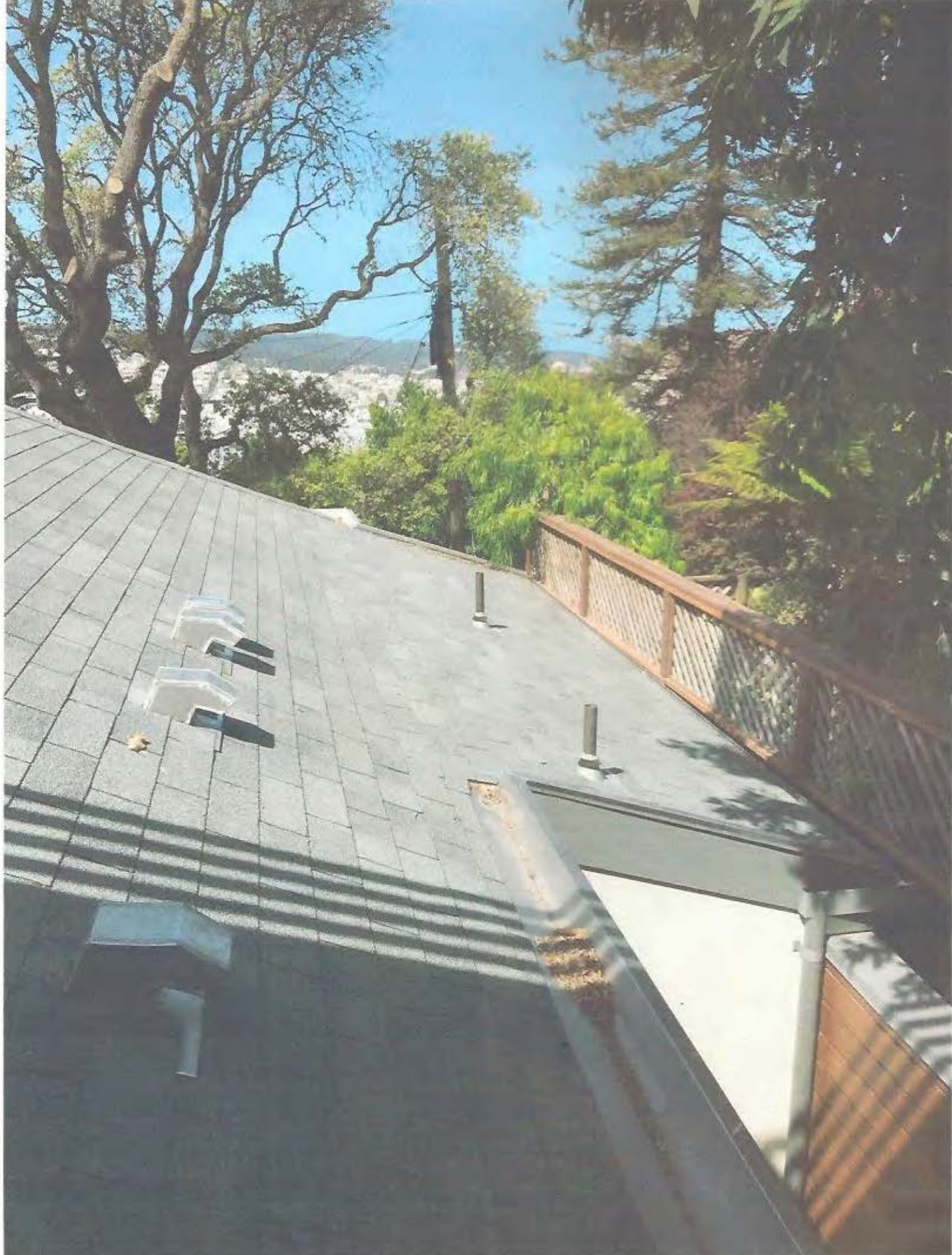


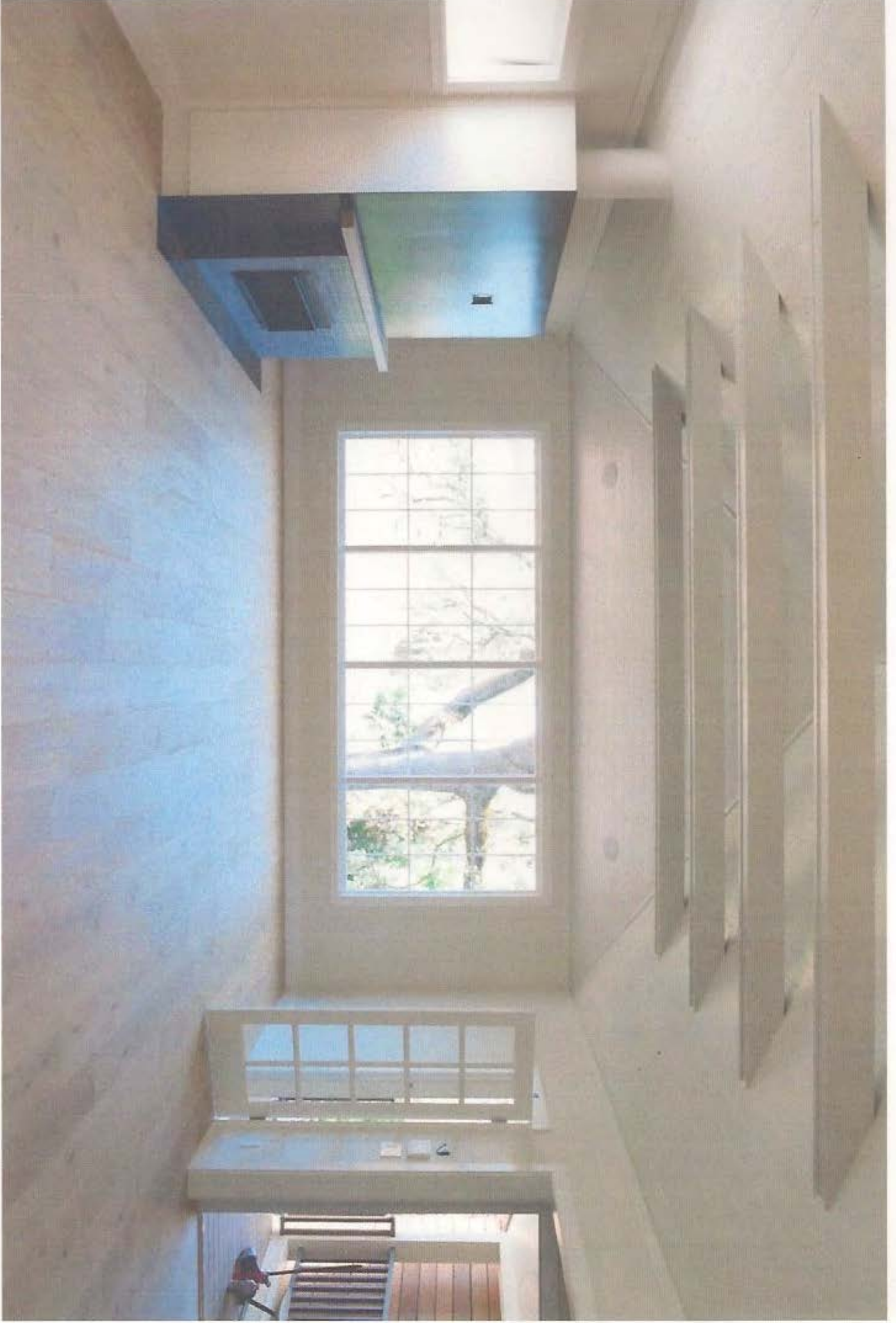






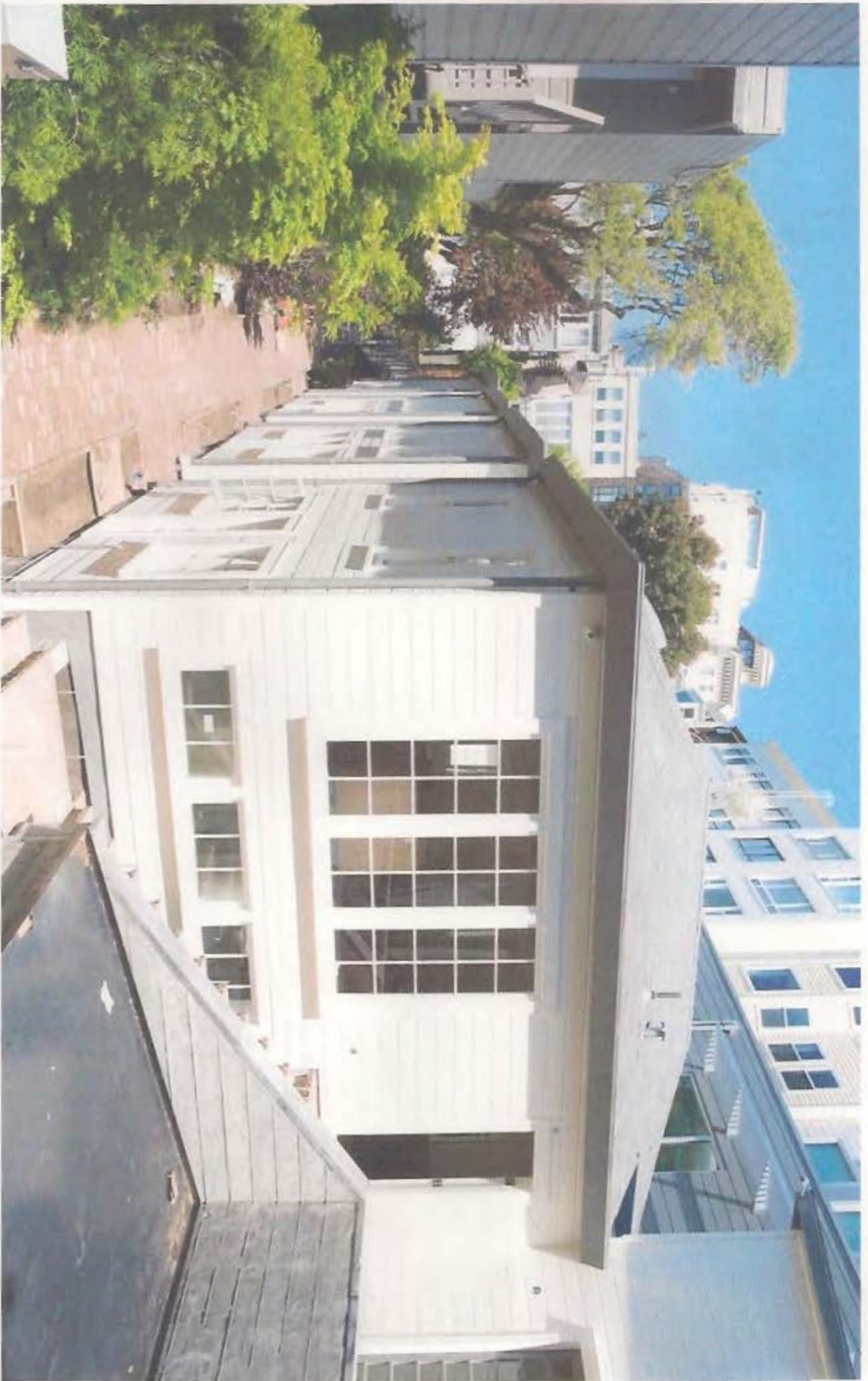




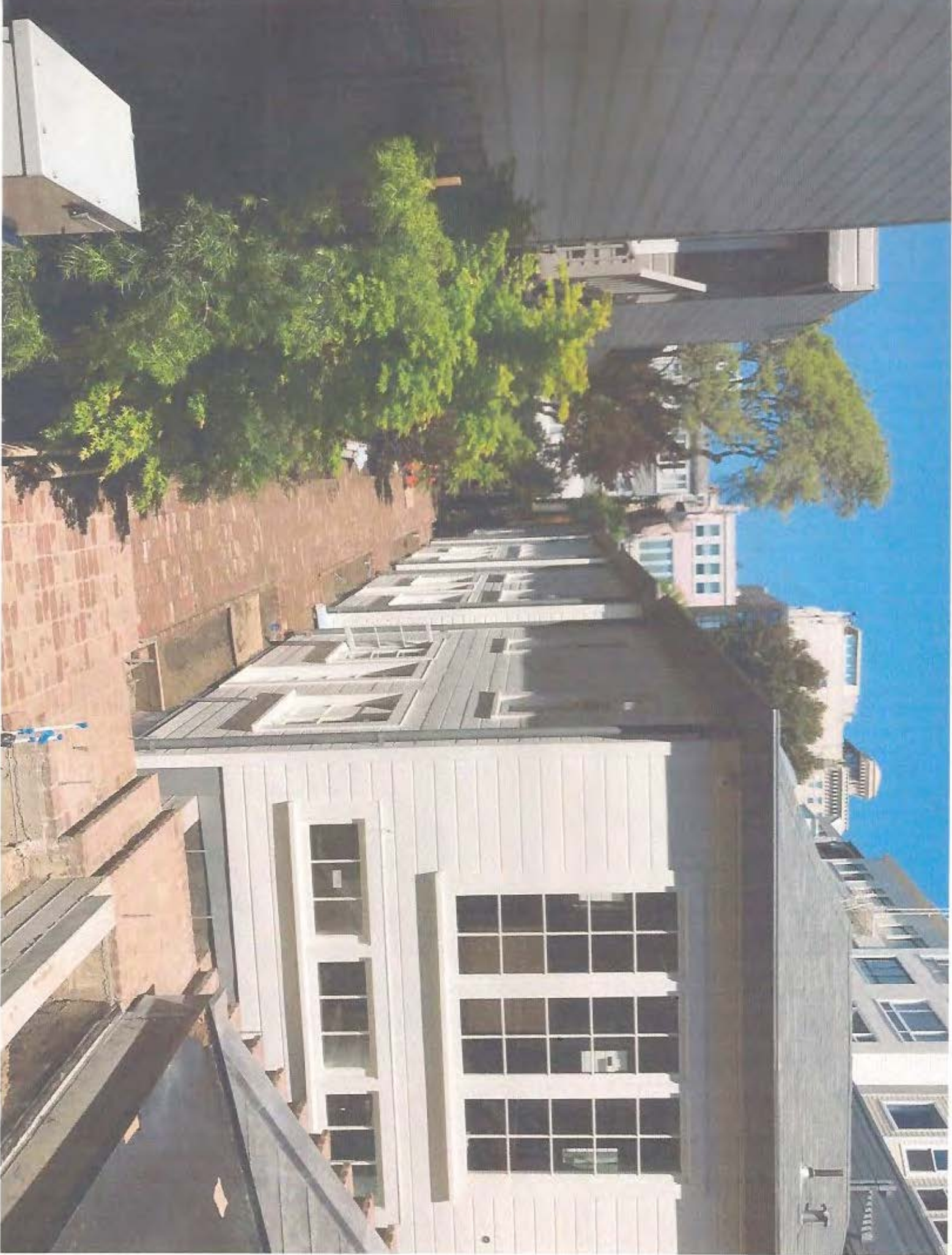


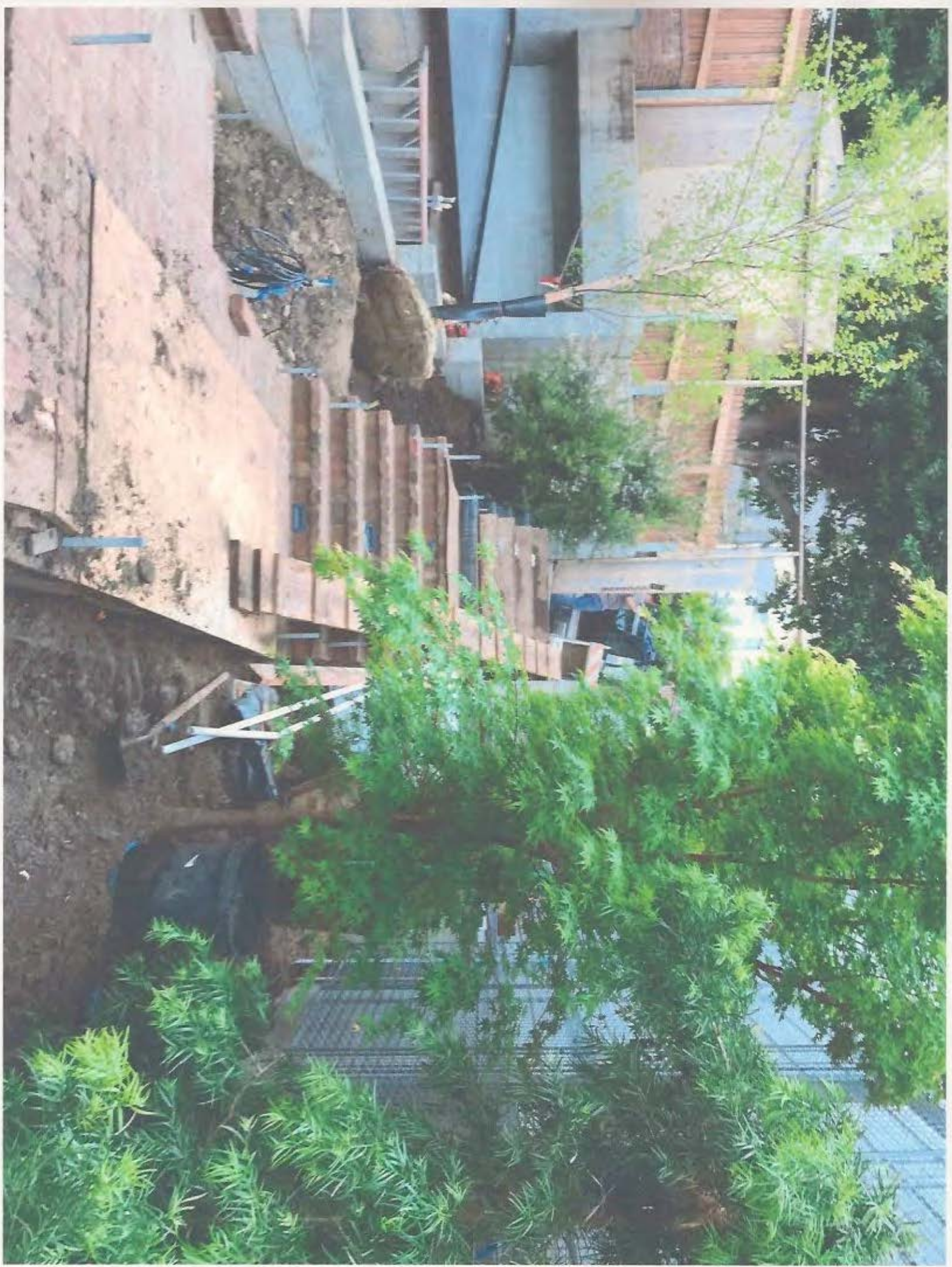












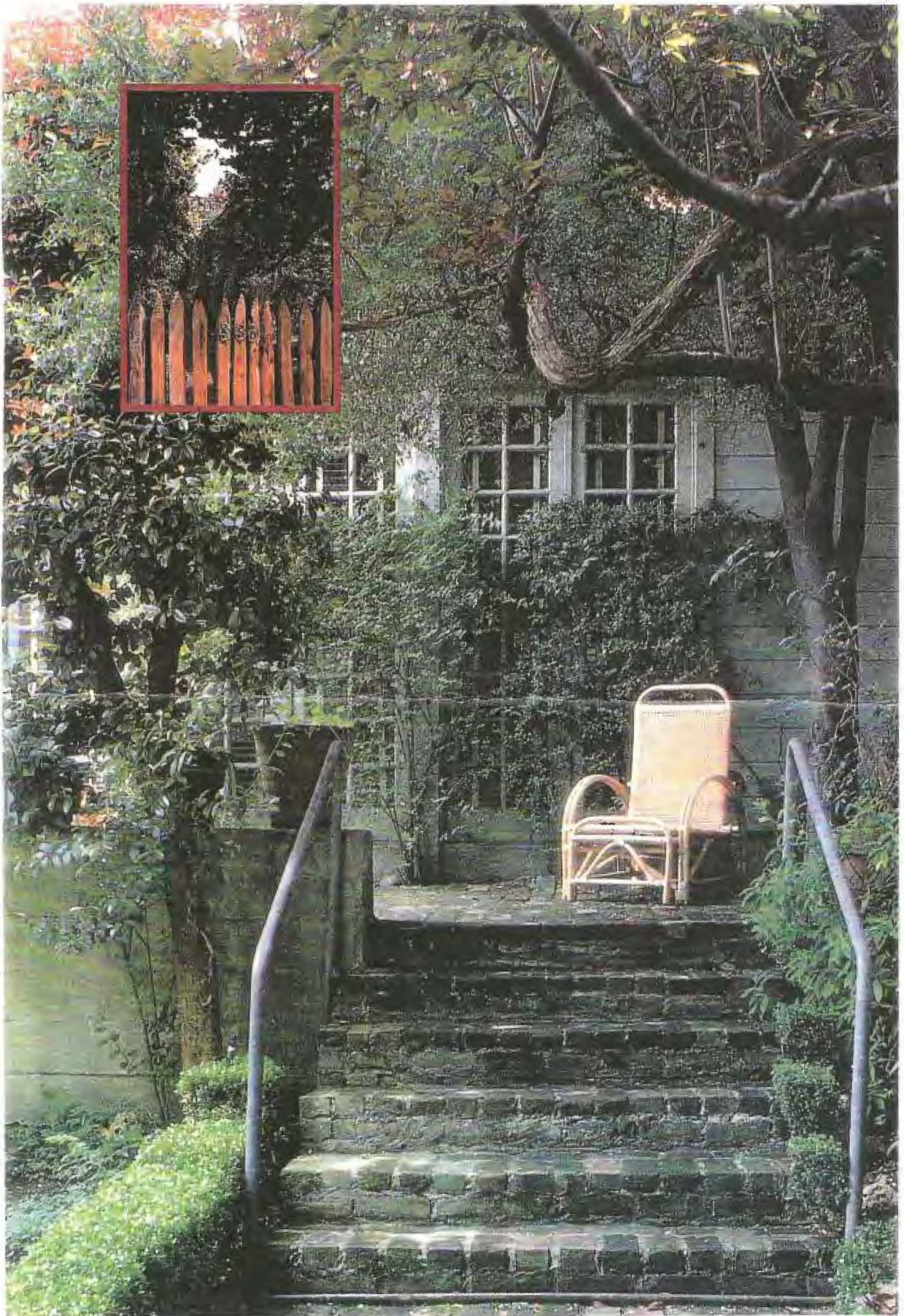
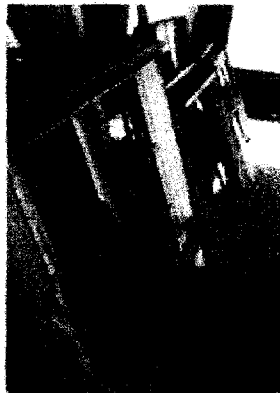
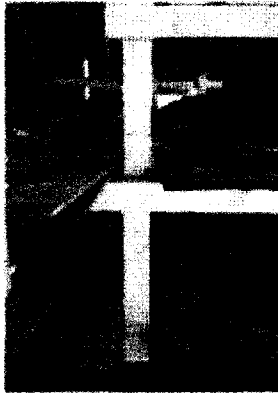
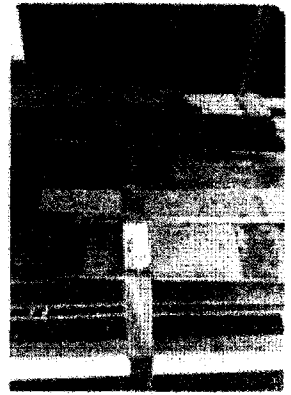
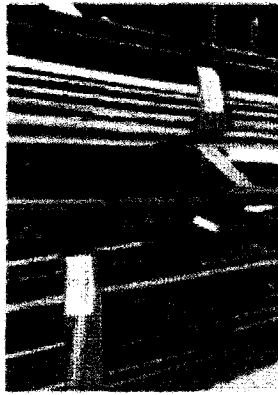


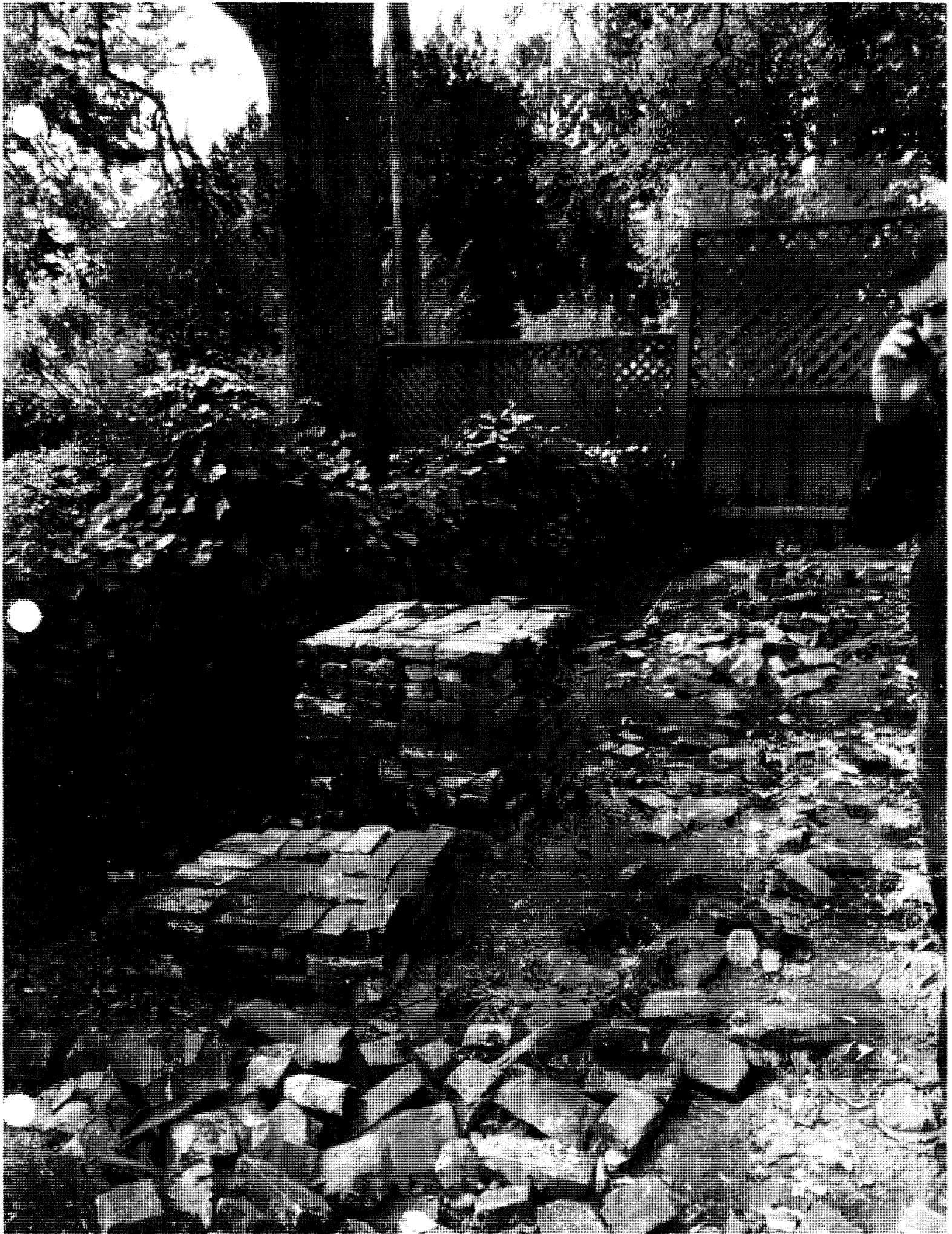
EXHIBIT B-1
Cottage A Studio
From Sexton, "The Cottage Book," p. 45.





original fence





Photographic Illustrations of 1338 Filbert during Rehabilitation

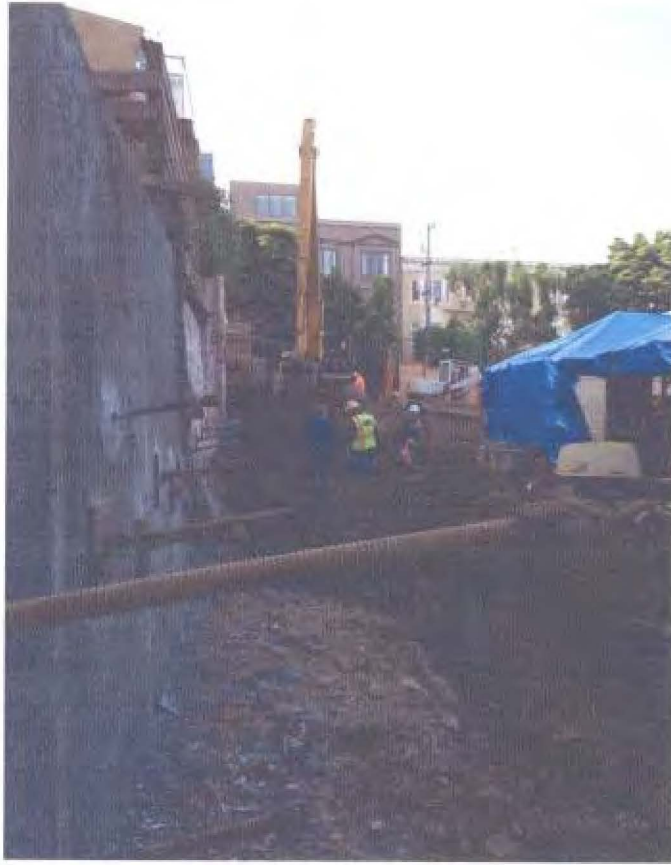


Some retaining walls of the Larkin's neighbors



More retaining walls of the Larkin's neighbors





Ties Backs in Consolidated Larkin Retaining Walls





Cottages shored and cribbed during Rehabilitation





Shoring during Rehabilitation





More shoring during Rehabilitation





Cottages viewed from Larkin's neighbors







Between Cottage C and Cottage D
April 2016



View from the street Cottages A through D, April 2016



Looking from Cottage D to Cottage A ,
April 2016



Between Cottage B and Cottage C
April 2016



Main doors of the Studio ready for installation, April 2014



South Façade of Cottage A waiting for siding, April 2016



Cottage B from inside and outside, all windows and partial siding, April 2016





Cottage C from inside and outside, April 2016





Cottage D, exterior before stairs, April 2016



Restored entry door and window in unit D, April 2016