

File No. 130640

Committee Item No. 8

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 12/16/2013

Board of Supervisors Meeting

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

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
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| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
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Completed by: Victor Young Date December 12, 2013

Completed by: Victor Young Date \_\_\_\_\_

1 [Mills Act Historical Property Contract - 70 Carmelita Street]  
2

3 **Resolution approving a Mills Act historical property contract, under Administrative**  
4 **Code, Chapter 71, between Elise Sommerville, the owner of 70 Carmelita Street, and the**  
5 **City and County of San Francisco; and authorizing the Planning Director and Assessor**  
6 **to execute the Mills Act 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, San Francisco contains many historic buildings that add to its character  
13 and international reputation and that have not been adequately maintained, may be  
14 structurally deficient, or may need rehabilitation, and the costs of properly rehabilitating,  
15 restoring, and preserving these historic buildings may be prohibitive for property owners; and

16 WHEREAS, Chapter 71 of the San Francisco Administrative Code was adopted to  
17 implement the provisions of the Mills Act and to preserve these historic buildings; and

18 WHEREAS, 70 Carmelita Street is a contributor the Duboce Park Landmark District  
19 under Article 10 of the Planning Code and thus qualifies as an historical property as defined in  
20 Administrative Code Section 71.2; and

21 WHEREAS, A Mills Act application for an historical property contract has been  
22 submitted by Elise Sommerville, the owner of 70 Carmelita Street, detailing completed  
23 rehabilitation work and proposing a maintenance plan for the property; and  
24  
25

1           WHEREAS, As required by Administrative Code Section 71.4(a), the application for the  
2 historical property contract for 70 Carmelita Street was reviewed by the Assessor's Office and  
3 the Historic Preservation Commission; and

4           WHEREAS, The Assessor has reviewed the historical property contract and has  
5 provided the Board of Supervisors with an estimate of the property tax calculations and the  
6 difference in property tax assessments under the different valuation methods permitted by the  
7 Mills Act in its report transmitted to the Board of Supervisors on December 10, 2013, which  
8 report is on file with the Clerk of the Board of Supervisors in File No. 130640 and is hereby  
9 declared to be a part of this motion as if set forth fully herein; and,

10           WHEREAS, The Historic Preservation Commission recommended approval of the  
11 historical property contract in its Resolution No. 722, which Resolution is on file with the Clerk  
12 of the Board of Supervisors in File No. 130640 and is hereby declared to be a part of this  
13 resolution as if set forth fully herein; and

14           WHEREAS, The draft historical property contract between Elise Sommerville, the  
15 owner of 70 Carmelita Street, and the City and County of San Francisco is on file with the  
16 Clerk of the Board of Supervisors in File No. 130640 and is hereby declared to be a part of  
17 this resolution as if set forth fully herein; and

18           WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
19 Administrative Code Section 71.4(d) to review the Historic Preservation Commission's  
20 recommendation and the information provided by the Assessor's Office in order to determine  
21 whether the City should execute the historical property contract for 70 Carmelita Street; and

22           WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
23 owner of 70 Carmelita Street with the cost to the City of providing the property tax reductions  
24 authorized by the Mills Act, as well as the historical value of 70 Carmelita Street and the  
25 resultant property tax reductions; now, therefore, be it

1           RESOLVED, That the Board of Supervisors hereby approves the historical property  
2 contract between Elise Sommerville, the owner of 70 Carmelita Street, and the City and  
3 County of San Francisco; and, be it

4           FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the Planning  
5 Director and the Assessor to execute the historical property contract; and, be it

6           FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed  
7 by all parties, the Director of Planning shall provide the final contract to the Clerk of the Board  
8 for inclusion into the official file.

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## MEMORANDUM

**Date:** December 12, 2013  
**To:** Victor Young, Board of Supervisors  
**From:** Michael Jine, Assessor-Recorder  
**Subject:** Mills Act Values

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Victor:

Attached is a spreadsheet of the estimated Mills Act value and property tax savings for the following properties:

1. 1019 Market
2. 3769 20<sup>th</sup>
3. 2550 Webster
4. 1772 Vallejo
5. 50 Carmelita
6. 56 Pierce
7. 56 Potomoc
8. 64 Pierce
9. 66 Carmelita
10. 66 Potomoc
11. 70 Carmelita

Remarks:

- (a) The original values for #1 (1019 Market), #2 (3769 20<sup>th</sup>), and #4 (1772 Vallejo) have been revised due to a change in the tax rate to 1.188% from 1.1691%.
- (b) The original value for #3 (2550 Webster) has been revised due to a change in the tax rate to 1.188% from 1.1691% and a change in the use to owner occupied from non-owner occupied.

Lesser of the 3 Comparisons

Address	Property Type	Owned/ Occupied	Three Way Value Comparison			Taxable Mills Act Value	Reduction in Assessed Value	Percentage Reduction From FBV	2013 Property Tax Rate	Estimated Property Tax Savings
			2013 Factored Base Year Value	Restriction Value by Income	Market Value					
1019 Market	Office	No	\$ 17,500,000	\$ 16,540,000	\$ 25,180,000	\$ (960,000)	-5.49%	1.188%	(\$11,405)	
3769 20th	SFR	Yes	\$ 1,785,000	\$ 932,783	\$ 1,780,000	\$ (852,217)	-47.74%	1.188%	(\$10,124)	
2550 Webster	SFR	Yes	\$ 2,924,570	\$ 2,523,438	\$ 10,670,000	\$ (401,132)	-13.72%	1.188%	(\$4,765)	
1772 Vallejo	SFR	Yes	\$ 6,250,000	\$ 2,220,625	\$ 6,350,000	\$ (4,029,375)	-64.47%	1.188%	(\$47,869)	
50 Carmelita	SFR	Yes	\$ 2,620,582	\$ 970,000	\$ 2,600,000	\$ (1,650,582)	-62.99%	1.188%	(\$19,609)	
56 Pierce	3 units	No	\$ 1,535,568	\$ 910,000	\$ 1,490,000	\$ (625,568)	-40.74%	1.188%	(\$7,432)	
56 Potomac	SFR	Yes	\$ 1,064,403	\$ 630,000	\$ 1,700,000	\$ (434,403)	-40.81%	1.188%	(\$5,161)	
64 Pierce	SFR	Yes	\$ 2,526,192	\$ 950,000	\$ 2,500,000	\$ (1,576,192)	-62.39%	1.188%	(\$18,725)	
66 Carmelita	SFR	Yes	\$ 1,999,993	\$ 720,000	\$ 2,100,000	\$ (1,279,993)	-64.00%	1.188%	(\$15,206)	
66 Potomac	SFR	Yes	\$ 1,895,874	\$ 900,000	\$ 2,400,000	\$ (995,874)	-52.53%	1.188%	(\$11,831)	
70 Carmelita	SFR	Yes	\$ 635,263	\$ 780,000	\$ 2,200,000	\$ -	0.00%	1.188%	\$0	



# SAN FRANCISCO PLANNING DEPARTMENT

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December 4, 2013

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

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

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415.558.6378

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415.558.6409

Planning  
Information:  
415.558.6377

Re: Transmittal of Planning Department Case Number 2013.1260U  
70 Carmelita St (Contributor to the Duboce Park Landmark District)  
BOS File Nos: \_\_\_\_\_ (pending)

Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

On December 4, 2013 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 Application;

**At the December 4, 2013 hearing, the Historic Preservation Commission voted to approve the proposed Resolution.**

The Resolution recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, rehabilitation program and maintenance plan for the property located at 70 Carmelita Street, a contributor to the Duboce Park Landmark District.

Please note that the Project Sponsor submitted the Mills Act application on September 3, 2013.

The contract involves a rehabilitation plan which includes the following;

- Repairs to the roof
- Repairing the historic siding
- Repairs to site to correct drainage issues

The contract involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. It addresses the following components:

- wood siding,
- windows/glazing,
- roof,
- millwork and ornamentation;
- gutters, downspouts and drainage; and
- the foundation

The attached draft historical property contracts will help the Project Sponsors mitigate these expenditures and will enable the Project Sponsors to maintain the properties in excellent condition in the future.

As detailed in the Mills Act application, the Project Sponsors have committed to a maintenance plan that will include both annual and cyclical inspections. Furthermore, 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.

Please find attached documents relating to the Commission's action. If you have any questions or require further information please do not hesitate to contact me.

Sincerely,

AnMarie Rodgers  
Manager of Legislative Affairs

Attachments:

Historic Preservation Commission Resolution No. 0722

Mills Act Contract Case Report, dated December 4, 2013, including the following:

Exhibit A: Mills Act Historical Property Contract

Exhibit B: Rehabilitation & Maintenance Plan

Exhibit C: Market Analysis and Income Approach provided by the Assessor's Office

Exhibit D: Mills Act Application



# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. 722 HEARING DATE DECEMBER 4, 2013

*Hearing Date:* December 4, 2013  
*Filing Dates:* September 3, 2013  
*Case No.:* 2013.1260U  
*Project Address:* **70 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential - House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/016  
*Applicant:* Elise Sommerville  
70 Carmelita St.  
San Francisco, CA 94117  
*Staff Contact:* Susan Parks – (415) 575-9101  
susan.parks@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
[tim.frye@sfgov.org](mailto:tim.frye@sfgov.org)

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

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Planning  
Information:  
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### ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 70 CARMELITA STREET:

**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 the Mills Act; and

**WHEREAS**, 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**, Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71 to implement California Mills Act, California Government Code Sections 50280 *et seq.*; and

**WHEREAS**, the existing building located at 70 Carmelita Street and is listed under Article 10 of the San Francisco Planning Code Planning Code as a contributor to the Duboce Park Landmark District and thus qualifies as a historic property; and

**WHEREAS**, the Planning Department has reviewed the Mills Act application, historical property contract, rehabilitation program, and maintenance plan for 70 Carmelita Street, which are located in Case

Docket No. 2013.1260U. 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 70 Carmelita 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 December 4, 2013, 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 70 Carmelita Street, which are located in Case Docket No. 2013.1260U. The Historic Preservation Commission recommends approval of the Mills Act historical property contract, rehabilitation program, and maintenance plan.

**THEREFORE BE IT RESOLVED** that the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act historical property contract, rehabilitation program, and maintenance plan for the historic building located at 70 Carmelita Street.

**BE IT FURTHER RESOLVED** that the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act historical property contract, rehabilitation program, and maintenance plan for 70 Carmelita Street, and other pertinent materials in the case file 2013.1260U to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on December 4, 2013.

Jonas P. Ionin  
Commissions Secretary



AYES: Hasz, Wolfram, Hyland, Johnck, Johns, Mastuda, Pearlman

NOES:

ABSENT:

ADOPTED: 7-0



# SAN FRANCISCO PLANNING DEPARTMENT

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## Mills Act Contracts Case Report

Hearing Date: December 4, 2013

- a. *Filing Dates:* September 3, 2013  
*Case No.:* 2013.1261U  
*Project Address:* **50 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential - House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/011  
*Applicant:* Adam Speigel & Guillemette Broulliat-Speigel  
50 Carmelita St.  
San Francisco, CA 94117
- b. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1230U  
*Project Address:* **66 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/015  
*Applicant:* Amy Hockman & Brian Bone  
66 Carmelita St.  
San Francisco, CA 94117
- c. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1260U  
*Project Address:* **70 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/016  
*Applicant:* Elise Sommerville  
70 Carmelita St.  
San Francisco, CA 94117
- d. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1258U  
*Project Address:* **56 Pierce St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0865/013

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

**Mill Act Applications** 2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U  
**December 4, 2013** 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.;  
56 Potomac St.; 66 Potomac St.; 1772 Vallejo St.

- Applicant:* Adam Wilson & Quyen Nguyen  
66 Potomac St.  
San Francisco, CA 94117
- e. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1254U  
*Project Address:* **64 Pierce St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0865/015  
*Applicant:* Jean Paul Balajadia  
64 Pierce St.  
San Francisco, CA 94117
- f. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1259U  
*Project Address:* **56 Potomac St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0866/012  
*Applicant:* Karli Sager & Jason Monberg  
  
56 Potomac St.  
San Francisco, CA 94117
- g. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1257U  
*Project Address:* **66 Potomac St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0866/015  
*Applicant:* Adam Wilson & Quyen Nguyen  
66 Potomac St.  
San Francisco, CA 94117
- h. *Filing Date:* May 1, 2013  
*Case No.:* 2013.0575U  
*Project Address:* **1772 Vallejo St.**  
*Historic Landmark:* Landmark No. 31, Burr Mansion  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0552/029  
*Applicant:* John Moran



**Mill Act Applications** 2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U  
**December 4, 2013** 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.;  
56 Potomac St.; 66 Potomac St.; 1772 Vallejo St.

1772 Vallejo St.  
San Francisco, CA 94123

*Staff Contact:* Susan Parks – (415) 575-9101  
susan.parks@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
[tim.frye@sfgov.org](mailto:tim.frye@sfgov.org)

## PROPERTY DESCRIPTION

- a. **50 Carmelita St.** The subject property is located on the east side of Carmelita Street between Waller and Duboce Streets, the lot is adjacent to Duboce Park. Assessor's Block 0864, Lot 011. It is located in a RH-2 (Residential House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as a contributor to the Duboce Park Landmark District. The 2 1/2 story frame house was built in 1899 in a combination of the Queen Anne and Shingle styles.
- b. **66 Carmelita St.** The subject property is located on the east side of Carmelita Street between Waller and Duboce Streets. Assessor's Block 0864, Lot 015. It is located in a RH-2 (Residential-House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as a contributor to the Duboce Park Landmark District. The 1 1/2 story-over-basement frame house was built in 1900 by master builder Fernando Nelson in the Queen Anne style.
- c. **70 Carmelita St.** The subject property is located on the east side of Carmelita Street between Waller and Duboce Streets. Assessor's Block 0864, Lot 016. It is located in a RH-2 (Residential-House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as a contributor to the Duboce Park Landmark District. The 1 1/2 story-over-basement frame house was built in 1900 by master builder Fernando Nelson in the Queen Anne style.
- d. **56 Pierce St.** The subject property is located on the east side of Pierce Street between Waller and Duboce Streets. Assessor's Block 0865, Lot 013. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as a contributor to the Duboce Park Landmark District. The 2 1/2 story-over-basement frame house was built c. 1905 by master builder Fernando Nelson in the Queen Anne style and features applied stick work reminiscent of the Tudor style.
- e. **64 Pierce St.** The subject property is located on the east side of Pierce Street between Waller and Duboce Streets. Assessor's Block 0865, Lot 015. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as a contributor to the Duboce Park Landmark District. The 2 1/2 story-over-basement frame house was built c. 1905 by master builder Fernando Nelson in the Queen Anne style and features applied stick work reminiscent of the Tudor style.

- f. **56 Potomac St.:** The subject property is located on the east side of Potomac Street between Waller and Duboce Streets. Assessor's Block 0866, Lot 012. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as a contributor to the Duboce Park Landmark District. The 1 1/2 story-over-basement frame house was built in 1899 by neighborhood builders George Moore & Charles Olinger in the Queen Anne style. This property was the informal sales office and home of George Moore and his family.
- g. **66 Potomac St.:** The subject property is located on the east side of Potomac Street between Waller and Duboce Streets. Assessor's Block 0866, Lot 015. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as a contributor to the Duboce Park Landmark District. The 1 1/2 story-over-basement frame house was built in 1899 by neighborhood builders George Moore & Charles Olinger in the Queen Anne style.
- h. **1772 Vallejo St.:** The subject property is located on the north side of Vallejo Street between Gough and Franklin Streets. Assessor's Block 0522, Lot 029. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as City Landmark #31. It is also listed in Here Today (page 22) and the Planning Department 1976 Architectural Survey. The three-story-over-basement house was designed primarily in the Italianate style with French Second Empire influences.

## PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

## MILLS ACT REVIEW PROCESS

Once a Mills Act application is received, the matter is referred to the Historic Preservation Commission (HPC) for review and recommendation on the historical property contract, proposed rehabilitation program, and proposed maintenance plan. The Historic Preservation Commission shall conduct a public hearing on the Mills Act application and contract 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's Office to execute the historical property contract.

**Mill Act Applications** 2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U  
**December 4, 2013** 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.;  
56 Potomac St.; 66 Potomac St.; 1772 Vallejo St.

## MILLS ACT REVIEW PROCEDURES

The Historic Preservation Commission is requested to review each and make to recommendation 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 program and maintenance plan.

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

## APPLICABLE PRESERVATION STANDARDS

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

## TERM

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

## ELIGIBILITY

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

- (a) Individually listed in the National Register of Historic Places;
- (b) Listed as a contributor to an historic district included on the National Register of Historic Places;
- (c) Designated as a City landmark pursuant to San Francisco Planning Code Article 10;
- (d) Designated as contributory to a landmark district designated pursuant to San Francisco Planning Code Article 10; or

**Mill Act Applications** 2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U  
**December 4, 2013** 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.;  
56 Potomac St.; 66 Potomac St.; 1772 Vallejo St.

- (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 as whether to recommend to the Board of Supervisors if the valuation exemption shall 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 Project Sponsor, Planning Department Staff, and the Office of the City Attorney have negotiated the attached draft historical property contracts, which include a draft maintenance plan for the historic building. Department staff believes that the draft historical property contracts and maintenance plans are adequate.

- a. **50 Carmelita St.:** As detailed in the Mills Act application, the Project Sponsor proposes to maintain the historic property. Staff determined that the proposed work, detailed in the attached exhibits, is consistent with the Secretary of Interior's Standards for Rehabilitation and for Restoration.

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

The property was fully rehabilitated at the time of purchase two years ago. The Project Sponsors have developed a thorough maintenance plan that involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. The maintenance plan includes; painting and repairing the historic shingled siding and wood trim as needed; inspecting the roof, flashing and vents regularly and replacing elements or the entire roof when needed; inspection of the gutters, downspouts, grading to ensure there is no damage to the foundation; maintenance of the exterior doors, stairways, balustrades, and decking for dry rot; and routine inspections of the historic wood windows and non-historic skylights checking for dry rot, damage, or leaks, and repairing any damage found according to best practices. No changes to the use are proposed. Please refer to the attached Rehabilitation Plan for a full description of the proposed work. The attached draft historical property contract will help the Project Sponsor mitigate these expenditures and will induce the Project Sponsor to maintain the property in excellent condition in the future.

- b. 66 Carmelita St.:** As detailed in the Mills Act application, the Project Sponsor proposes to continue rehabilitation efforts. Staff determined that the proposed work, detailed in the attached exhibits, is consistent with the Secretary of Interior's Standards for Rehabilitation and for Restoration.

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

The rehabilitation program involves in-kind custom replacement of historic elements including rotted entry stairs, balustrades and porch decking; repainting of the stairs and porch; repair (or replace, if needed) non-functional double hung windows at the front bay on main floor and rear parlor; replacing the roof; and replacing deteriorated non-historic skylights and resealing others; repair and repainting of historic siding; and completing repairs based on structural engineers inspection to the brick foundation (previous repairs were undertaken in sections by different homeowners). No changes to the use are proposed. Please refer to the attached Rehabilitation Plan for a full description of the proposed work.

The maintenance plan involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. The maintenance plan addresses maintenance of the wood siding, windows/glazing, roof, millwork and ornamentation; gutters, downspouts and drainage; and the foundation. The attached draft historical property contract will help the Project Sponsor mitigate these expenditures and will induce the Project Sponsor to maintain the property in excellent condition in the future.

- c. 70 Carmelita St.:** As detailed in the Mills Act application, the Project Sponsor proposes to continue rehabilitation efforts. Staff determined that the proposed work, detailed in the attached exhibits, is consistent with the Secretary of Interior's Standards for Rehabilitation and for Restoration.

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

The rehabilitation program involves historic wood siding and millwork; reroofing and installing a Dutch gutter on the south side of roof (shared with 66 Carmelita St.; and installing a trench drain to remediate water run-off that is flooding the basement and damaging foundation, and walls. No changes to the use are proposed. Please refer to the attached Rehabilitation Plan for a full description of the proposed work.

The maintenance plan involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. The maintenance plan addresses maintenance of the wood siding, windows/glazing, roof, millwork and ornamentation; gutters, downspouts and drainage; and the foundation. The attached draft historical property contract will help the Project Sponsor mitigate these expenditures and will induce the Project Sponsor to maintain the property in excellent condition in the future.

- d. 56 Pierce St.** As detailed in the Mills Act application, the Project Sponsor proposes to begin maintenance efforts. Staff determined that the proposed work, detailed in the attached exhibits, is consistent with the Secretary of Interior's Standards for Rehabilitation and for Restoration.

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

The property was fully rehabilitated prior to the Mills Act Application. No changes to the use are proposed.

The maintenance plan involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. The maintenance plan addresses the repair, maintenance and repainting of the wood siding, windows/glazing, roof, millwork, stairs and ornamentation; gutters, downspouts and drainage; and the foundation and sheer walls. The attached draft historical property contract will help the Project Sponsor mitigate these expenditures and will induce the Project Sponsor to maintain the property in excellent condition in the future.

- e. 64 Pierce St.** As detailed in the Mills Act application, the Project Sponsor proposes to continue rehabilitation efforts. Staff determined that the proposed work, detailed in the attached exhibits, is consistent with the Secretary of Interior's Standards for Rehabilitation and for Restoration.

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

The rehabilitation program involves repairing and painting historic wood siding; repaired and replaced, as needed, historic millwork; including wood trim and corbels; repair of the leaded glass windows and transoms; repair of the historic front door; repair all windows that could be repaired and replaced in kind those that were beyond repair (23 windows total) at the front of the house, restored the front entry, including flooring, lighting and removing non-historic

detailing; replaced railings at the front entry stairs to be code compliant and historically accurate encased the deteriorated brick foundation in concrete, added structural steel beams, comment frames, sheer walls and steel framing throughout the house to meet seismic standards; leveled the house to improve drainage at grade; removed concrete slabs at front yard and replaced with planter areas and borders (to improve the property); remediated water pooling at the exterior of house by re-grading and installing trench drain repaired existing roof drains; installed new roof drains to correct drainage issues from neighboring houses. Please refer to the attached Rehabilitation Plan for a full description of the proposed work. No changes to the use are proposed. Please refer to the attached Rehabilitation Plan for a full description of the proposed work.

The maintenance plan involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. The maintenance plan addresses maintenance of the wood siding, windows/glazing, roof, millwork and ornamentation; gutters, downspouts and drainage; and the foundation. The attached draft historical property contract will help the Project Sponsor mitigate these expenditures and will induce the Project Sponsor to maintain the property in excellent condition in the future.

- f. **56 Potomac St.:** As detailed in the Mills Act application, the Project Sponsor proposes to begin rehabilitation efforts. Staff determined that the proposed work, detailed in the attached exhibits, is consistent with the Secretary of Interior's Standards for Rehabilitation and for Restoration.

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

The rehabilitation program involves reconstruction and structural repairs to the historic front stairs and porch based on historic photographs. No changes to the use are proposed. Please refer to the attached Rehabilitation Plan for a full description of the proposed work.

The maintenance plan involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. The maintenance plan addresses maintenance of the wood siding, windows/glazing, roof, millwork and ornamentation; gutters, downspouts and drainage; attic and the foundation. The attached draft historical property contract will help the Project Sponsor mitigate these expenditures and will induce the Project Sponsor to maintain the property in excellent condition in the future.

- g. **66 Potomac St.:** As detailed in the Mills Act application, the Project Sponsor proposes to continue rehabilitation efforts. Staff determined that the proposed work, detailed in the attached exhibits, is consistent with the Secretary of Interior's Standards for Rehabilitation and for Restoration.

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

The rehabilitation program involves repairing and painting the historic wood siding and worked with color consultant for historically accuracy; repaired and replaced, as needed, the historic millwork; including the decorative shingles at the front pediment, existing dentils and corbeling; reroof and install moisture and thermal protection; install all new wood windows at the rear of the house; repair all windows at the front of the house, rebuilding all sashes, as needed; replaced the entire compromised brick foundation with a concrete foundation to meet seismic standards, added structural steel and leveled the house to improve drainage at grade; patched and repaired stucco at front façade; rebuilt decks; railings and balconies. No changes to the use are proposed. Please refer to the attached Rehabilitation Plan for a full description of the proposed work.

The maintenance plan involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. The maintenance plan addresses maintenance of the wood siding, windows/glazing, roof, millwork, stairs and ornamentation; gutters, downspouts and drainage; and the foundation. The attached draft historical property contract will help the Project Sponsor mitigate these expenditures and will induce the Project Sponsor to maintain the property in excellent condition in the future.

- h. 1772 Vallejo St.:** As detailed in the Mills Act application, the Project Sponsor proposes to begin rehabilitation efforts. Staff determined that the proposed work, detailed in the attached exhibits, is consistent with Secretary of Interior's Standards for Rehabilitation and for Restoration.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is a City Landmark until Article 10 of the Planning Code. A Historic Structures 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. (See attached, 1772 Vallejo St., Exhibit B)

The rehabilitation program involves structural evaluation of unreinforced masonry foundation; removing interior unreinforced chimney (not visible from street); Improve the landscape drainage to redirect water flow from the house; work to rehabilitate the historic garden setting; feasibility study for upgrading the unreinforced foundation of the rear cottage, repair the historic windows at the cottage, repair and reinforced the fireplace and chimney, replace the roofing, and any damaged rafters as needed; study feasibility of demolish non historic garage to restore the historic character of the property; repair and replace historic wood windows as necessary; repair deteriorated wood siding and millwork in-kind; repaint exterior using a color consultant to determine historic paint colors; and replace roofing. No changes to the use are proposed. Please refer to the attached Rehabilitation Plan for a full description of the proposed work.

The maintenance plan involves a cycle of annual inspections and maintenance and a longer-term maintenance cycle to be performed as necessary. The maintenance plan addresses care of the garden; wood siding, windows/glazing, roof, millwork and ornamentation; gutters, downspouts and drainage; attic and the foundation



**Mill Act Applications** 2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U  
**December 4, 2013** 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.;  
56 Potomac St.; 66 Potomac St.; 1772 Vallejo St.

The attached draft historical property contract will help the Project Sponsor mitigate these expenditures and will allow the Project Sponsor to maintain the property in excellent condition in the future.

## **PLANNING DEPARTMENT RECOMMENDATION**

The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending approval of these Mills Act Historical Property Contracts, rehabilitation and maintenance plans to the Board of Supervisors.

## **ISSUES AND OTHER CONSIDERATIONS**

The Assessor and Recorders Office has provided initial review. The Planning Department is continuing to working with the Assessor and Recorder's Office to finalize the final property tax valuations and savings.

## **HISTORIC PRESERVATION COMMISSION ACTIONS**

Review and adopt a resolution for each property:

1. Recommending to the Board of Supervisors the approval of the proposed Mills Act Historical Property Contract between the property owner and the City and County of San Francisco;
2. Approving the proposed Mills Act rehabilitation and maintenance plan for each property.

## **Attachments:**

### **a. 50 Carmelita St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

Exhibit C: Draft Market Analysis and Income Approach provided by the Assessor's Office

Exhibit D: Mills Act Application

### **b. 66 Carmelita St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

Exhibit C: Draft Market Analysis and Income Approach provided by the Assessor's Office

Exhibit D: Mills Act Application

### **c. 70 Carmelita St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

Exhibit C: Draft Market Analysis and Income Approach provided by the Assessor's Office

Exhibit D: Mills Act Application

### **d. 56 Pierce St.**

**Mill Act Applications** 2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U  
**December 4, 2013** 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.;  
56 Potomac St.; 66 Potomac St.; 1772 Vallejo St.

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

Exhibit C: Draft Market Analysis and Income Approach provided by the Assessor's Office

Exhibit D: Mills Act Application

**e. 64 Pierce St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

Exhibit C: Draft Market Analysis and Income Approach provided by the Assessor's Office

Exhibit D: Mills Act Application

**f. 56 Potomac St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

Exhibit C: Draft Market Analysis and Income Approach provided by the Assessor's Office

Exhibit D: Mills Act Application

**g. 66 Potomac St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

Exhibit C: Draft Market Analysis and Income Approach provided by the Assessor's Office

Exhibit D: Mills Act Application

**h. 1772 Vallejo St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

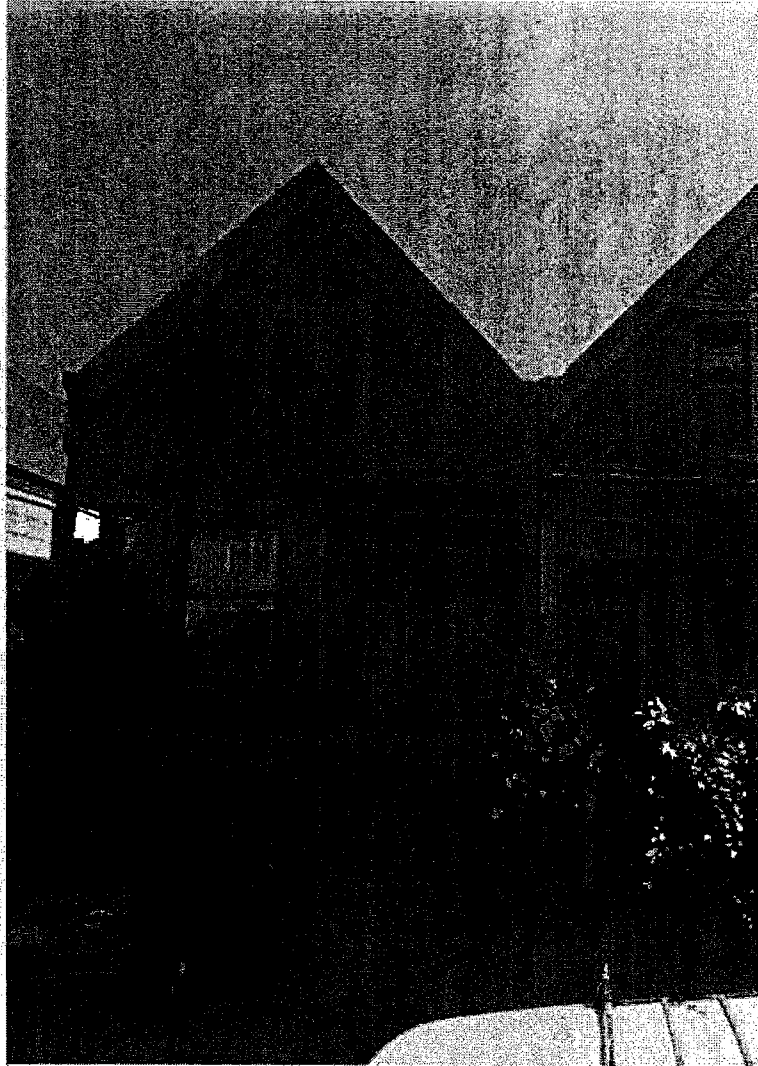
Exhibit B: Draft Historic Structures Report

Exhibit C: Draft Rehabilitation & Maintenance Plan

Exhibit D: Draft Market Analysis and Income Approach provided by the Assessor's Office

Exhibit E: Mills Act Application

## Site Photo



Historic Preservation commission  
Case Number 2013.1260U  
Mills Act Historical Property Contract  
70 Carmelita St.

# Aerial Photo



**SUBJECT PROPERTY**



**EXHIBIT A:**

**DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT**



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

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT**  
70 Carmelita Street  
Click here to enter text.  
**SAN FRANCISCO, CALIFORNIA**

**THIS AGREEMENT** is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Elise Marie Sommerville, ("Owner(s)").

**RECITALS**

Owners are the owners of the property located at 70 Carmelita Street, in San Francisco, California (Block 0864, Lot 016). The building located at 70 Carmelita Street is designated as a contributor to "a City Landmark pursuant to Article 10 of the Planning Code" and is also known as the "PROPERTY NAME, IF ANY" ("Historic Property").

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 Forty three thousand Dollars (\$43,000). (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 twelve hundred Dollar (\$ 1,200.00 s) annually (See Maintenance Plan, Exhibit B).

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

Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate 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 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.

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. Within 20 days from the date of execution of this Agreement, the City shall cause this Agreement to be recorded with the Office of the 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:

CITY AND COUNTY OF SAN FRANCISCO:

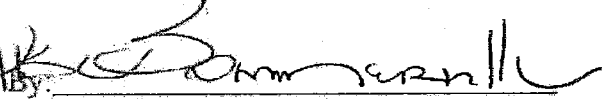
By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Phil Ting  
Assessor-Recorder

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

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
[NAME]  
Deputy City Attorney

OWNERS

By:  DATE: 9/2/2013  
[NAME], Owner EUSE SOMERVILLE

[IF MORE THAN ONE OWNER, ADD ADDITIONAL SIGNATURE LINES. ALL OWNERS MUST SIGN AGREEMENT.]

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

**EXHIBIT B:**

**DRAFT REHABILITATION & MAINTENANCE PLAN**



70 Carmelita St. Mills Act Application  
Rehabilitation Plan (Application Item #6)

**EXTERIOR:**

**Paint wood siding:**

Contract year work completion: 2021

Total Cost: \$20,000+

Description: The house was painted in 2006. The house will be inspected prior to painting. All areas that have dry rot or other damage will be patched or repaired according to best practices. If siding is deteriorated beyond repair it will be replaced in kind to match the historic wood siding. Siding will be primed and painted with two coats of paint.

**Paint wood millwork:**

Description: All areas that have dry rot or other damage will be patched or repaired according to best practices. If millwork is deteriorated beyond repair it will be replaced in kind to match the historic millwork. Millwork will be primed and painted with 2 coats of paint.

**Roof Replacement:**

Contract year work completion: 2015

Total Cost: \$20,000+

Description: Remove existing roof material and re roof using fiberglass shingles. Inspect and replace all flashing at exterior of house including flashing around mechanical ventilation, chimneys and skylight to insure that there are no leaks. Waterproof Dutch gutter on South side using Bitumen Membrane to insure there are no leaks. Waterproof walls of dormers using Bitumen Membrane.

**Gutters:**

Description: Inspect gutters for leaks. Replace leaking and deteriorated gutters and down pouts as needed, and ensure that all water is redirected away from the foundation of the house.

**Driveway:**

Contract year of work completion: 2017

Total Cost: \$3000.00

Description: Currently the concrete driveway slopes into the garage and the water runs down the driveway and floods the garage area. We will install a trench drain that runs the width of the driveway at the base of the garage door. This will tie to the original drain that is in the garage.

70 Carmelita St. Mills Act Application  
Maintenance Plan (Application Item #6)

EXTERIOR:

Wood siding and millwork:

Inspect: Annually

Annual: Spot prime, paint and caulk as necessary to protect wood siding.

Long term: Approximately every 15 years, replace or repair millwork as needed. Prep and repaint building.

Roof and Gutters:

Inspect: Annually. Clean Dutch gutter as needed. Clean gutters, remove debris and blockages, check joints/connections. Check that water is draining away from house.

Maintain: As required.

Front Door and Garage Door:

Inspect: Annually

Maintain: Sand, re stain and clear coat every 3-4 years. Replace/adjust hardware as necessary.

Glazing:

Inspect: Annually

Annual: Maintain as necessary, checking for signs of moisture infiltration and dry rot or other damage. Repair damage when possible. Replace when necessary.

Drain in garage:

Inspect: Through out rainy season. Clean out to prevent damage, blocking and flooding in garage and basement.

Annual: Maintain as necessary.

Landscape (Juniper planted on front of house):

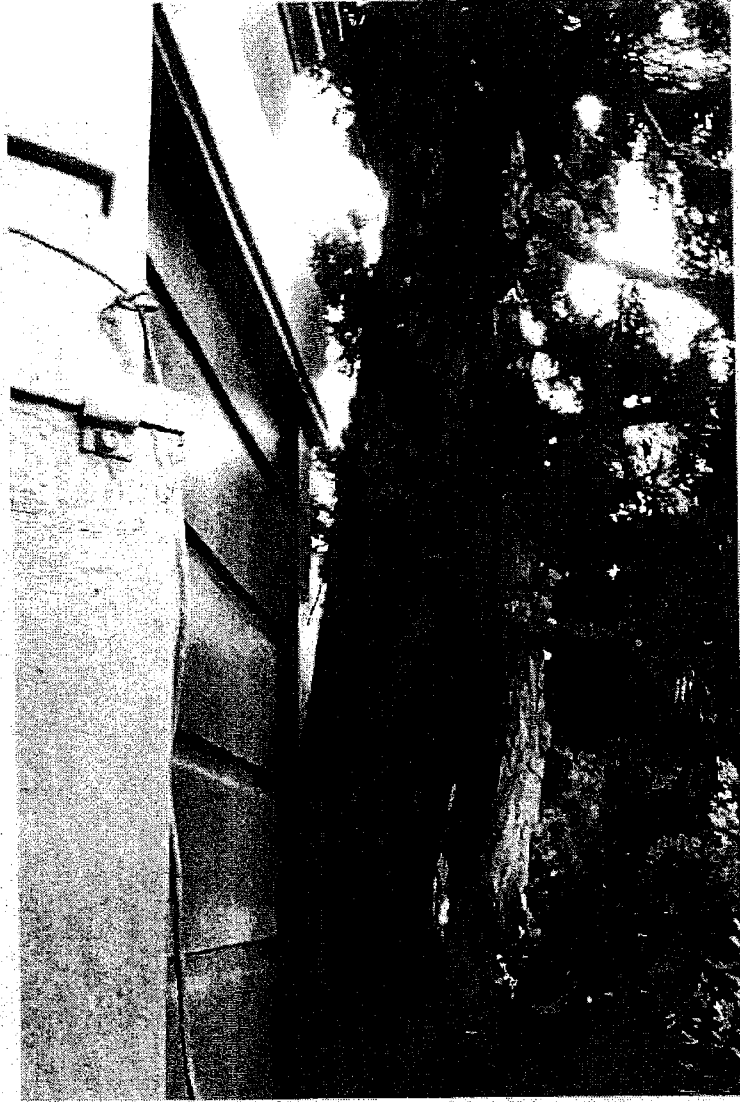
Inspect: Annually

Maintain: Trim accordingly to keep branches away from rubbing wood work.

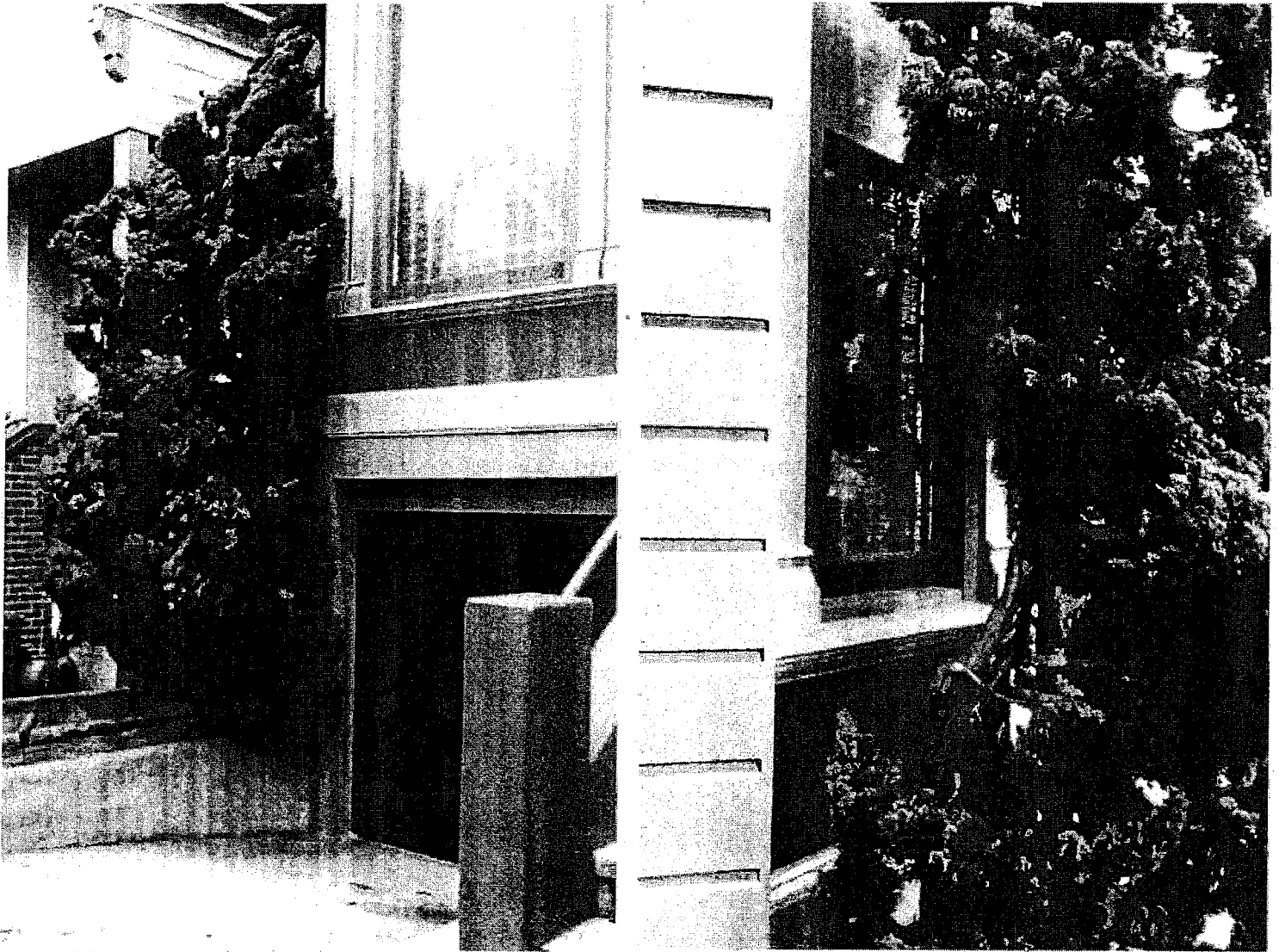
Graffiti:

Maintain: On going issue. Remove and or paint over as required.

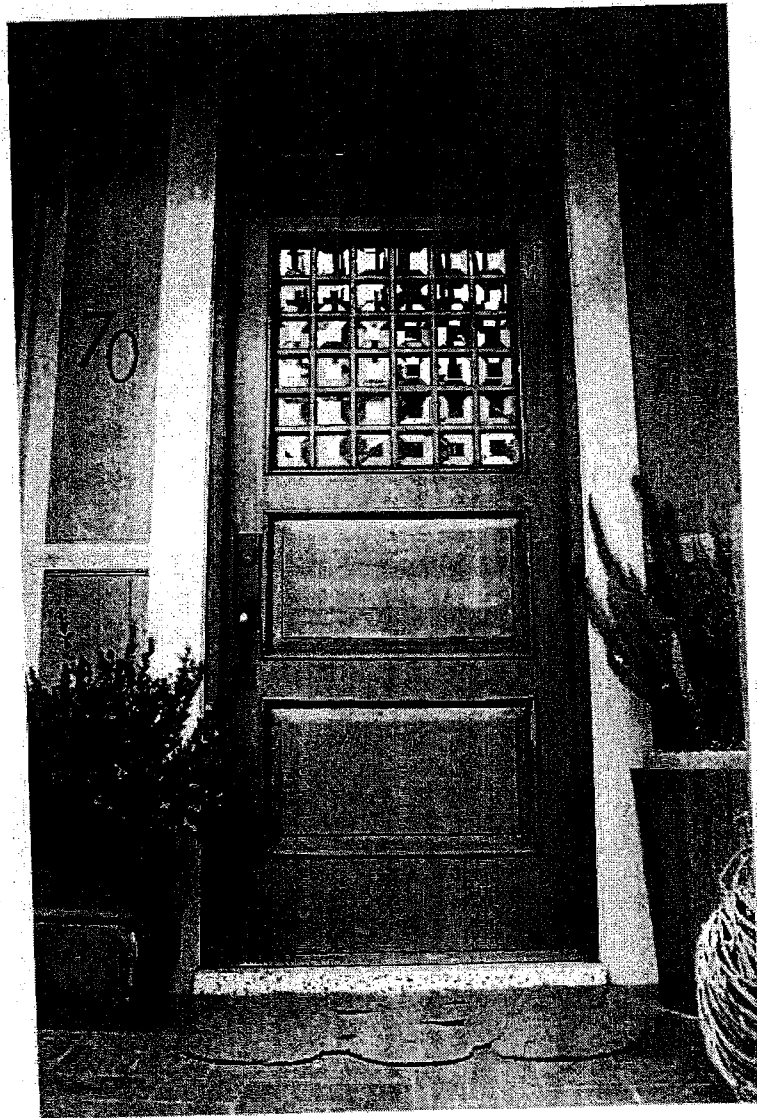




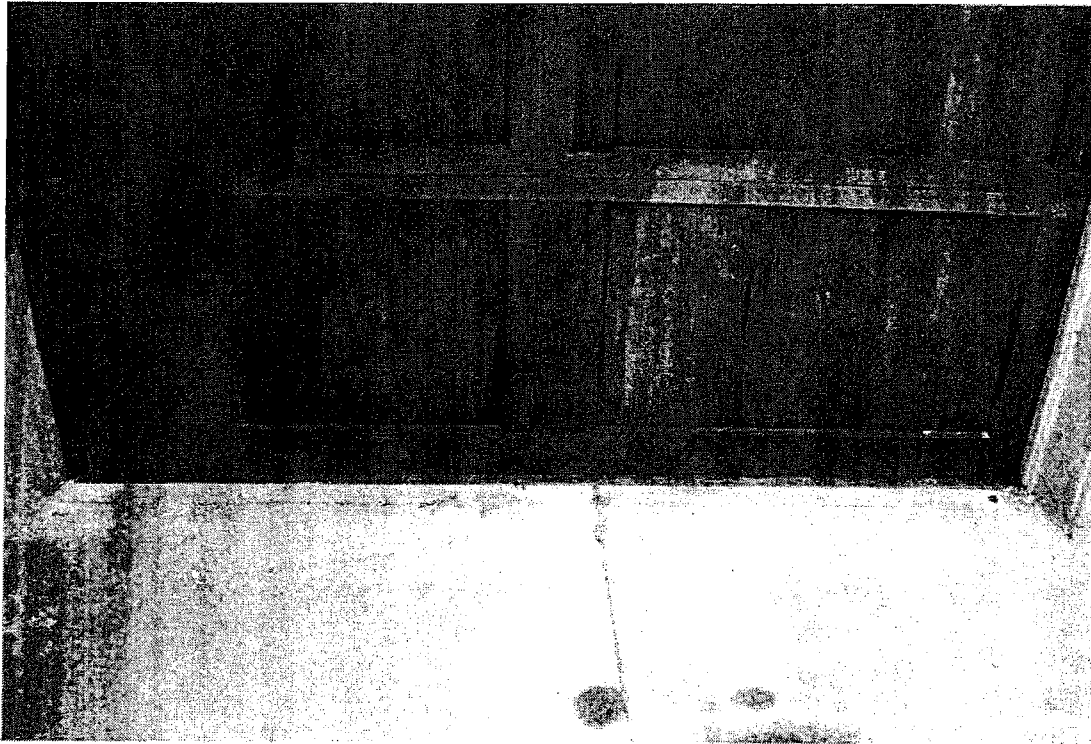
**Landscape (Juniper planted on front of house). Inspect annually. Trim accordingly to keep branches away from rubbing original wood work on body of house.**



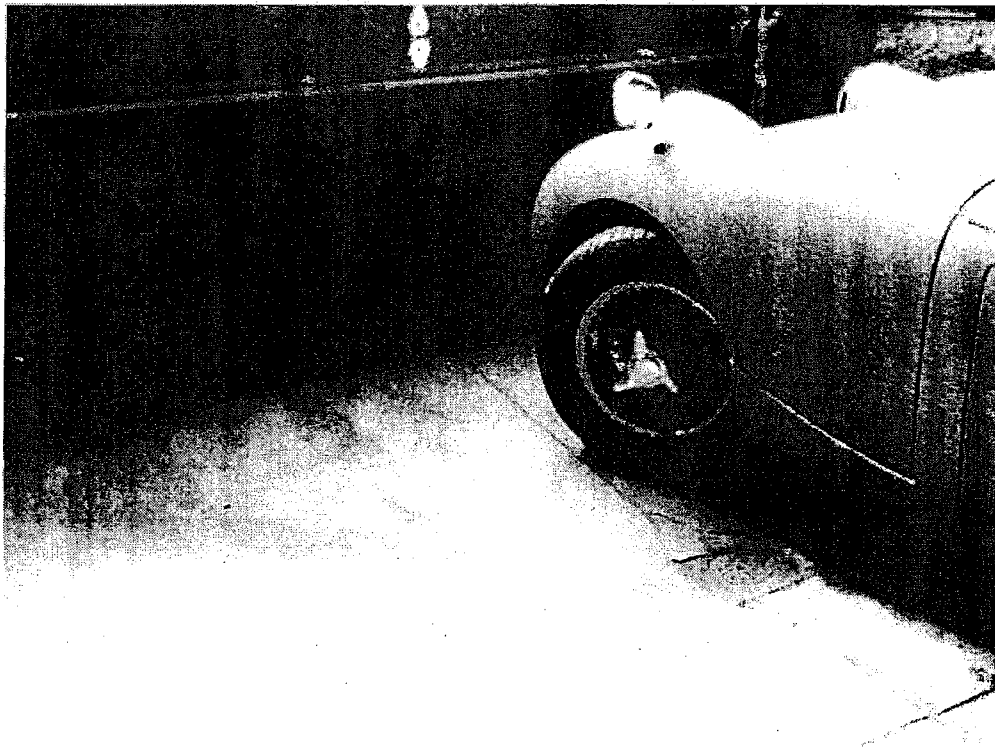
Landscape (Juniper planted on front of house). Inspect annually. Trim accordingly to keep branches away from rubbing original work on body of house.



Front door. Inspect annually. Maintenance will require sanding, restain and clear coat every 3-4 years. Replace/adjust hardware as necessary.



Exterior of Garage Door showing water damage.

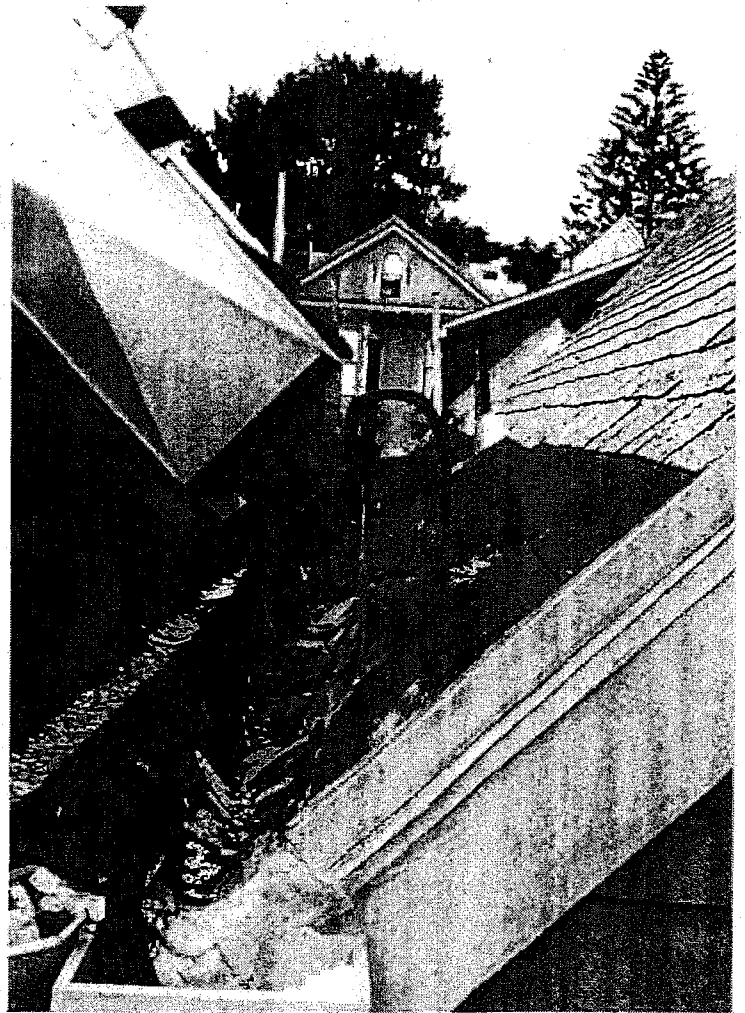


Drain inside garage. Inspect throughout rainy season. Clean out to prevent damage, blocking and flooding in garage and basement. Propose adding trench drain on outside of garage door and tie into this existing drain to prevent flooding inside garage and basement and water damage to garage door.

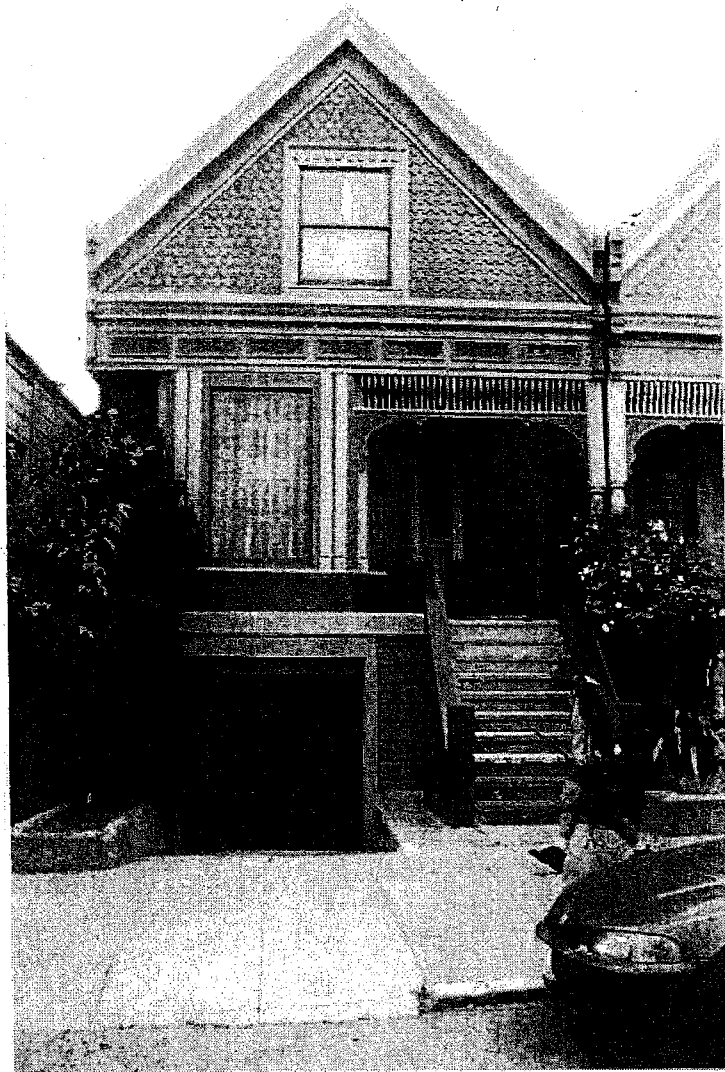


Garage door showing water damage due to slope of driveway and improper drainage. Trench drain proposed in front of garage door to collect water before it can go into the garage.

Garage door will need to be inspected annually. Maintenance will require sanding, restain, and clear coat every 3-4 years. Replace/adjust hardware as necessary.



Roof and Dutch Gutter. Roof will be replaced in 2015. Inspect annually. Clean dutch gutter and all other gutters as necessary.



Front Façade of 70 Carmelita St.

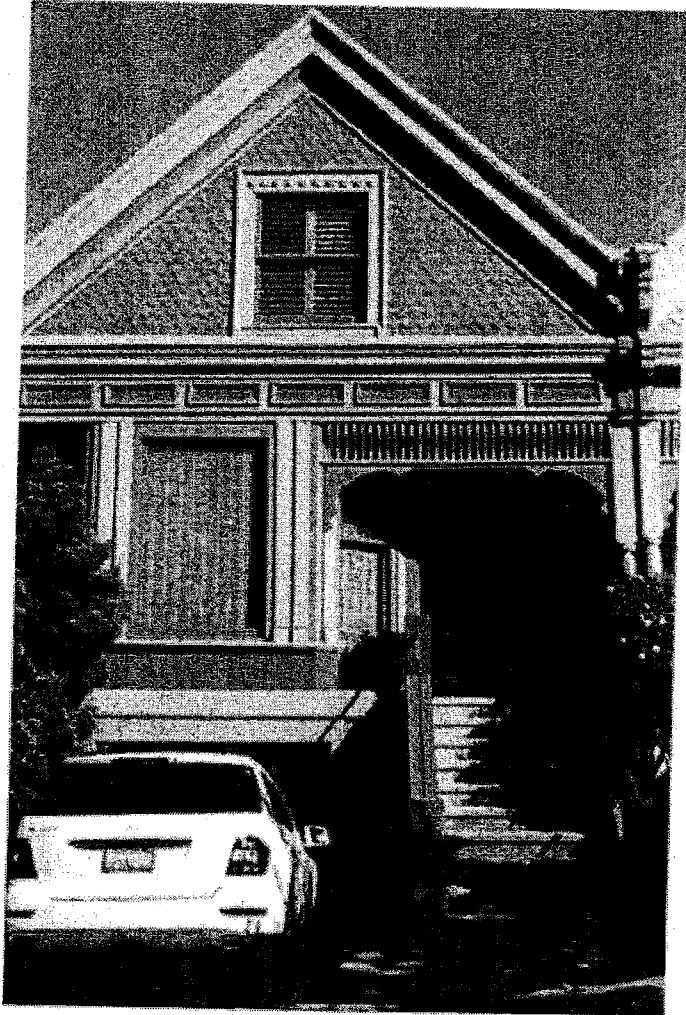




**EXHIBIT C:**

**DRAFT MARKET ANALYSIS & INCOME APPROACH  
PROVIDED BY THE ASSESSOR'S OFFICE**

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70 Carmelita Street  
APN 06-0864-016

MILLS ACT VALUATION

CARMEN CHU  
ASSESSOR-RECORDER



SAN FRANCISCO  
OFFICE OF THE ASSESSOR-RECORDER

APN: 06-0864-016 SF Landmark: \_\_\_\_\_  
Property Location: 70 Carmelia St Date of Mills Act Application: 9/3/2013  
Applicant's Name: Elise Sommerville Trust Property Type: Single Family Dwelling  
Agt./Tax Rep./Atty: \_\_\_\_\_ Date of Sale: 3/30/1999  
Applicant supplied appraisal? No Sale Price: \$500,000

DATE OF MILLS ACT VALUATION: September 3, 2013

TAXABLE VALUE - THREE WAY VALUE COMPARISON					
FACTORED BASE YEAR VALUE		RESTRICTED MILLS ACT VALUE		CURRENT MARKET VALUE	
Land	\$ 381,159	Land	\$ 460,000	Land	\$1,320,000
Imps	\$ 254,104	Imps	\$ 320,000	Imps	\$880,000
Total	\$ 635,263	Total	\$ 780,000	Total	\$2,200,000

**PROPERTY CHARACTERISTICS**

Present Use: SFR Neighborhood: Hayes Valley Number of Stories: 1  
Number of Units: 1 Year Built: 1900 Land Area (SF): 2,374  
Owner Occupied: Building Area: 2,439 Zoning: RH2

**CONTENTS**

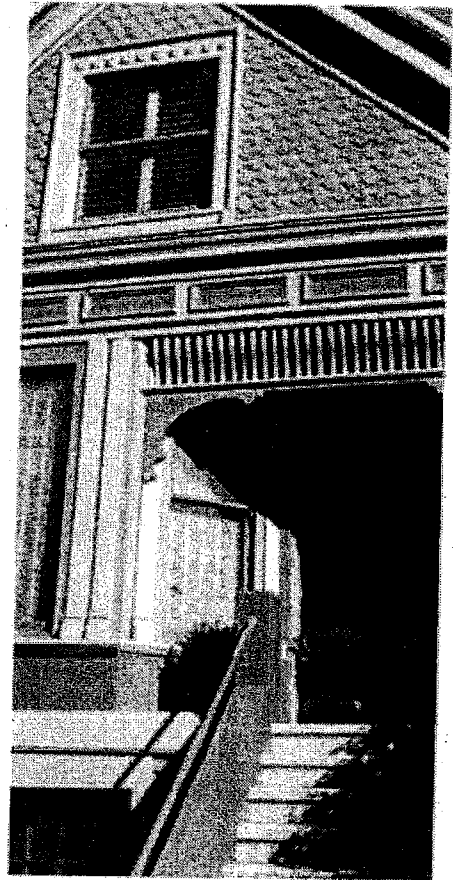
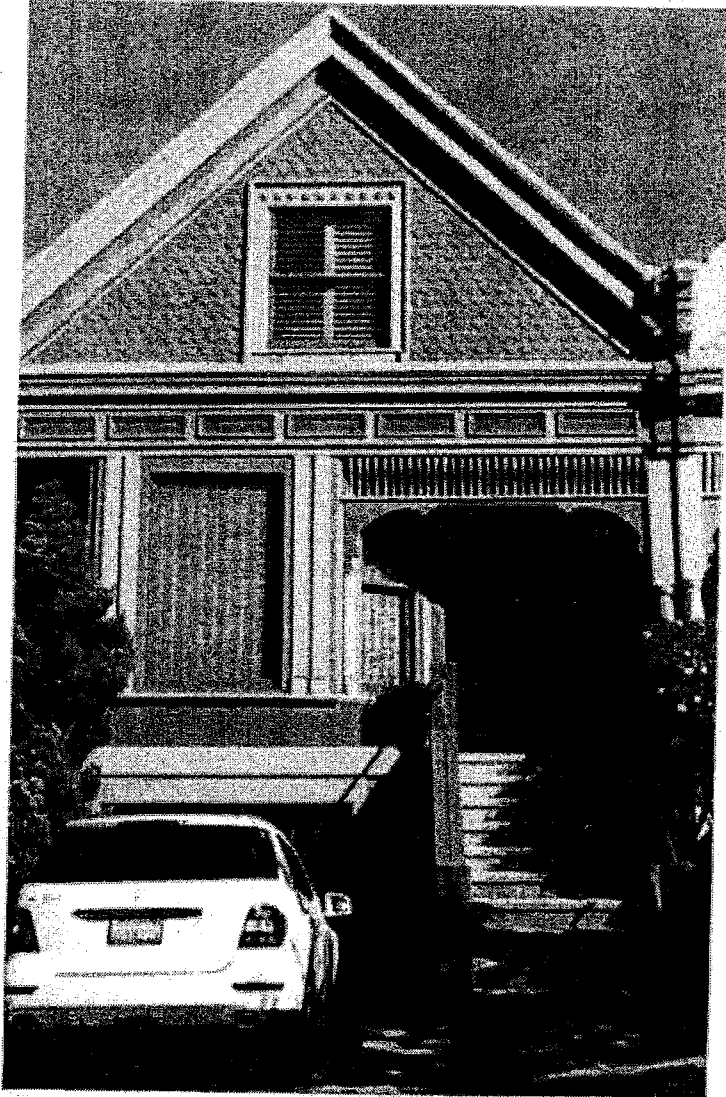
Cover Sheet	Page 2
Interior / Exterior Photos	Page 3
Restricted Income Valuation	Page 4
Comparable Rents	Page 5
Sales Comparison Valuation	Page 6
Map of Comparable Sales	Page 7

**CONCLUSION AND RECOMMENDATIONS**

Based on the three-way value comparison, the lowest of the three values is the factored base year value.  
The taxable Mills Act value on: September 3, 2013 is \$780,000  
No additional reduction is recommended.

Appraiser: Timothy Landregan Date: 11/26/13  
Principal Appraiser: Cathleen Hoffman

0864-016 - Photos



**RESTRICTED INCOME APPROACH**

APN 06-0864-016  
70 Carmelita Street  
Restricted Mills Act Value  
Lien Date: August 31, 2013

**Owner Occupied**

	GLA (SF)	x	Annual Rent / SF	=	
Potential Gross Income:	2,439		\$36.90		\$90,000
Less Vacancy & Collection Loss			2%		<u>(\$1,800)</u>
Effective Gross Income:					\$88,200
Less Anticipated Operating Expenses*			15%		<u>(\$13,230)</u>
Net Operating Income (before property taxes)					\$74,970
<b>Restricted Capitalization Rate Components:</b>					
<u>Rate Components:</u>					
2013 Interest Rate per SBE			3.7500%		
Risk rate (4% owner occupied / 2% all other property types)			4.0000%		
Property tax rate (2012)			1.1691%		
<u>Amortization rate for the Improvements:</u>					
Remaining Economic Life:	60				
Amortization per Year (reciprocal)	0.0167		1.6667%		
 <b>Overall Rates:</b>					
			Land		8.9191%
			Improvements		10.5858%
 <b>Weighted Capitalization Rate</b>					
			Land	60%	5.35%
			Improvements	40%	4.23%
			Total		9.59%
 <b>RESTRICTED VALUE</b>					<b>\$782,100</b>
 <b>ROUNDED TO</b>					<b>\$780,000</b>

**Footnotes:**

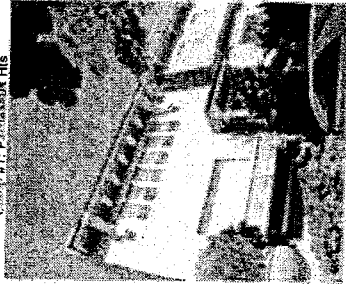
*Top line rent potential concluded to be about \$7,500 per month, based on rental comps #5 and #8, or just under \$37 per foot on an annual basis.*

*\*Annual Operating Expenses include PG&E, water service, refuse collection, insurance, maintenance and property management, typically estimated at 15% of effective gross income. TP estimates actual annual operating expenses of the subject property are \$11,418 (12% of EG). Analysis based on the full 15% deduction.*

*TP has indicated property has not been renovated substantially and concludes a higher amortization schedule. Lowering the remaining economic life to 20 years (5% depreciation per year) increases the overall cap rate to 10.52% and lowers the restricted value to \$690,000, still higher than the 2013 factored base year value.*

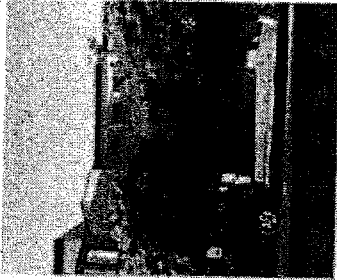
Rental Comps

Comp #1: Pentasaurus Hills



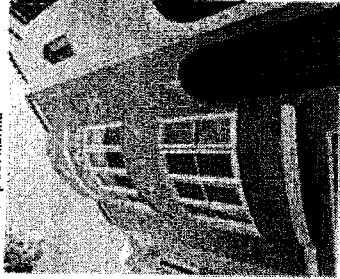
Listing Agent:  
 Address: Not provided  
 Cross Streets: Clayton at Pentasaurus  
 SF: 2,400  
 Layout: 4.2.5, 2 car parking  
 Monthly Rent: \$7,700  
 Rent/Foot/Mo: \$3.21  
 Annual Rent/Foot: \$38.50

Comp #2: Cow Hollow



Bay Property Group  
 2546 Greenwich St  
 Between Scott and Divisadero  
 4,350  
 4/3, 2 car parking  
 \$13,685  
 \$3.10  
 \$37.23

Comp #3: Marina



J Waivo Associates  
 Not Provided  
 Scott at Bay  
 3,000  
 4/3, 2 car parking  
 \$8,950  
 \$2.98  
 \$35.80

Comp #4: Twin Peaks



By Owner  
 106 Midcrest Way (Midtown Terrace)  
 West side of the peaks (Twin Peaks Blvd)  
 1,950  
 2/2, 1 car parking  
 \$4,750  
 \$2.44  
 \$29.23

Comp #5: Eureka Valley



By Owner  
 1 Seward Street  
 Seward at Douglass (Kite Hill)  
 1,700  
 2.2, No parking  
 \$6,900  
 \$4.06  
 \$48.71

Comp #6: Twin Peaks



Golden Gate Properties  
 26 Potrero Drive  
 Potrero and Market  
 1,350  
 3/1.5, 2 car parking  
 \$4,300  
 \$3.19  
 \$38.22

Comp #7: Twin Peaks







REMax/Westlake Properties  
 411 Delbrook @ Panorama  
 Panorama @ Clarendon  
 1,127  
 3/2, 2 car parking  
 \$4,200  
 \$3.73  
 \$44.72

Comp #8: Eureka Valley



Donnelly Enterprises  
 Not Provided  
 Noe Street at Liberty Street  
 2,600  
 3/2.5, 2 tandem parking  
 \$8,200  
 \$3.15  
 \$37.85

**SINGLE FAMILY MARKET ANALYSIS**

APN	Subject 0864-016	Sale 1 3561-046	Sale 2 0960-034	Sale 3 0864-008			
							
Address	70 Carmelita St	51 Beaver	251 Waller St	55 Pierce St			
Sale Price / Square Foot		\$1,733,300 \$928	\$2,730,000 \$1,083	\$2,250,000 \$900			
	Description	Description	Adjust.	Description	Adjust.	Description	Adjust.
Date of Valuation/Sale	09/03/13	09/26/12	\$103,938	9/19/2012	\$163,600	05/22/13	\$33,750
Location	Hayes Valley	Duboce Triangle	\$80,000	Hayes Valley		Hayes Valley	
Lot Size	2,374	2,875	(\$25,050)	3,337	(\$48,150)	2,374	\$0
View	Neighborhood-Open Space	Neighborhood				Neighborhood	
Year Blt/Year Renovated	1900	1902		1900		1900	
Condition	Good/Remodeled	average/updated	\$150,000			Good/Remodeled	
Construction Quality	Good	Good				Good	
Gross Living Area	2,439	1,867	\$114,400	2,520	(\$16,200)	2,500	
Total Rooms	7	7		8		6	
Bedrooms	3	2				3	
Bathrooms	2	2.5	(\$15,000)	2		3	\$40,000
Stories	2	3		3		3	
Garage	1 car	1 car	\$0	2 car	(\$40,000)	2 car	(\$40,000)
Net Adjustments			\$408,348		\$59,450		\$33,750
Indicated Value	\$2,200,000		\$2,141,648		\$2,789,450		\$2,283,750
Adjust. \$ Per Sq. Ft.	\$902		\$878		\$1,144		\$936

VALUE RANGE: \$900 to \$1100 per foot

VALUE CONCLUSION: \$2,200,000 \$902

Adjustments

Lot size adjustment: \$50/foot; Adjustment for view: \$50,000, GLA adjustment: \$200/foot; Adjustment for bath counts: \$25,000 for full bath, \$15,000 for partial bath. Adjustment for garage parking; \$40,000 per space.

Comp #1 sold in average condition (older remodel) with mostly original condition. Very similar in design as subject, condition is the significant difference. Also, comp #1 is located in Duboce Triangle, a slightly inferior location to subject (at park, Hayes Valley)

Market conditions adjustment: 5 to 10% increase in values from 2012 to 2013 (.5% per month)

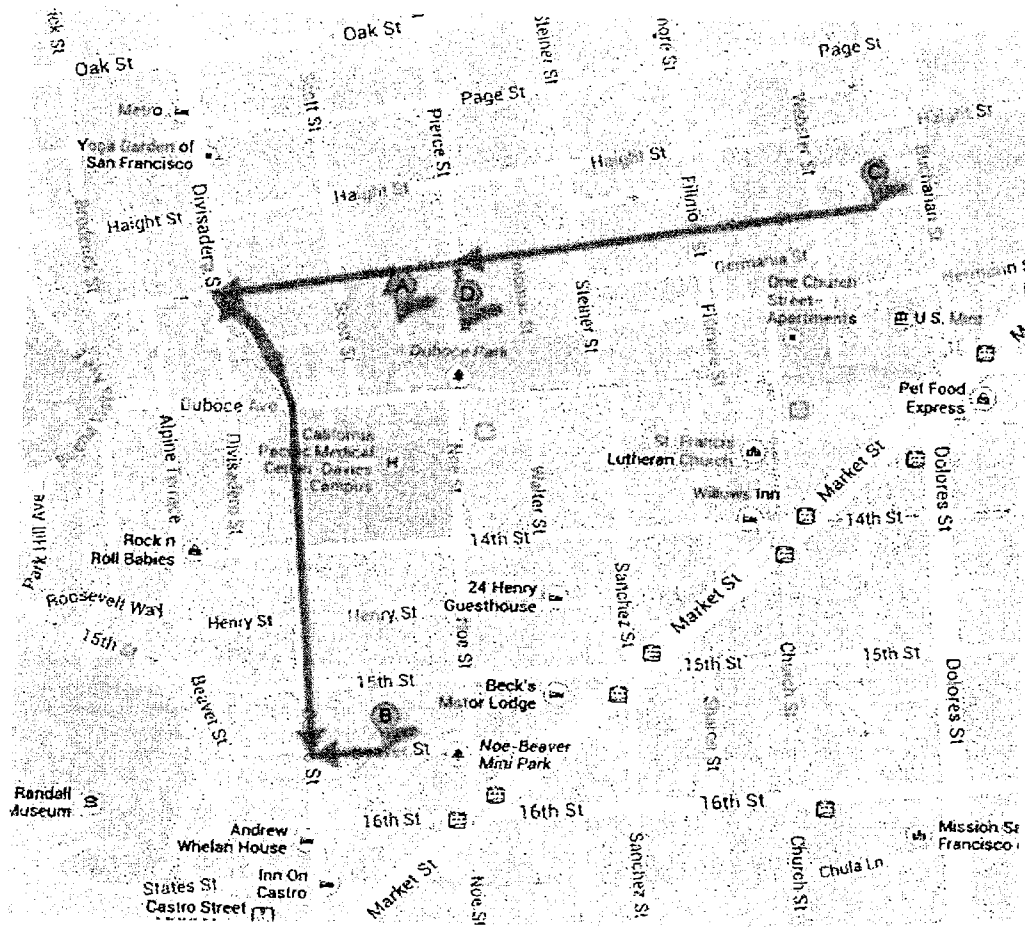
MARKET VALUE

LAND	\$1,320,000
IMPROVEMENTS	\$880,000
TOTAL	\$2,200,000
Market Value / Foot	\$902

ASSESSED VALUE

LAND	\$381,159
IMPROVEMENTS	\$254,104
TOTAL	\$635,263
Assessed Value / Foot	\$260

Map of Subject Property and Comparable Sales

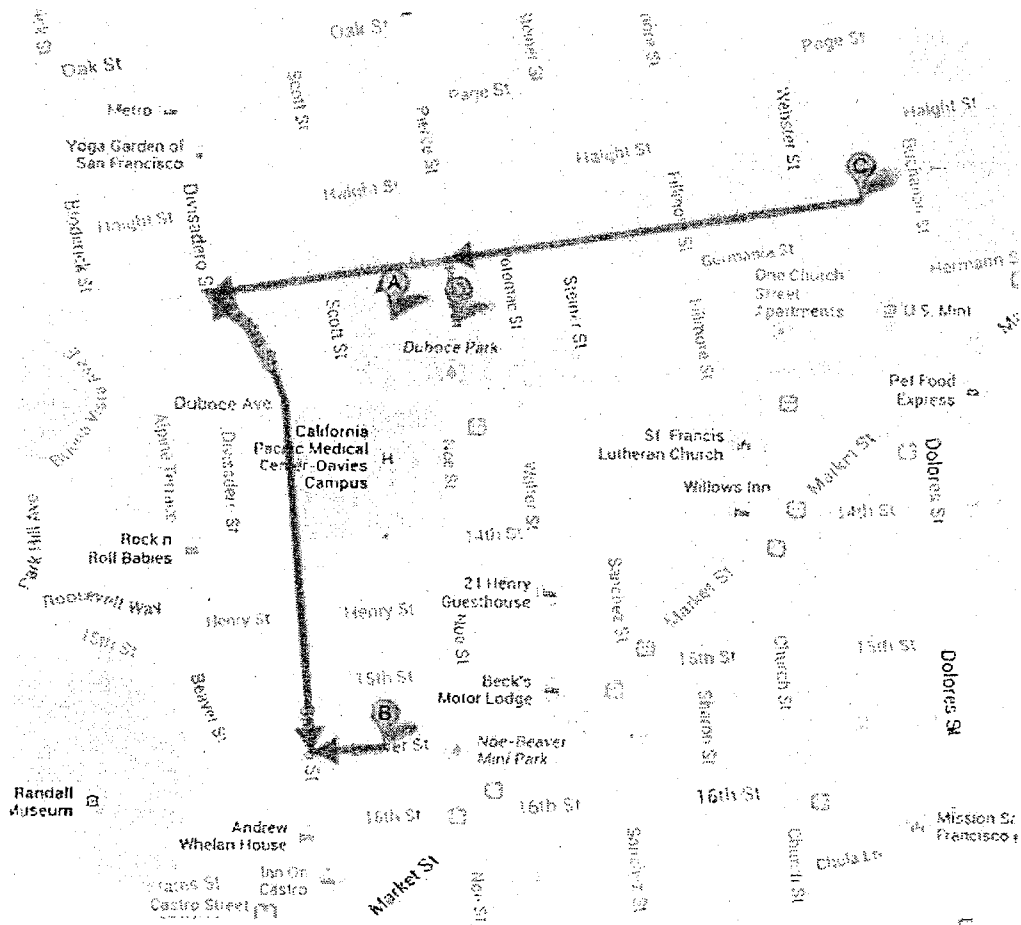


A	Subject Property	70 Carmelita St
B	Comp #1	51 Beaver St
C	Comp #2	251 Waller St
D	Comp #3	55 Pierce St





**Map of Subject Property and Comparable Sales**

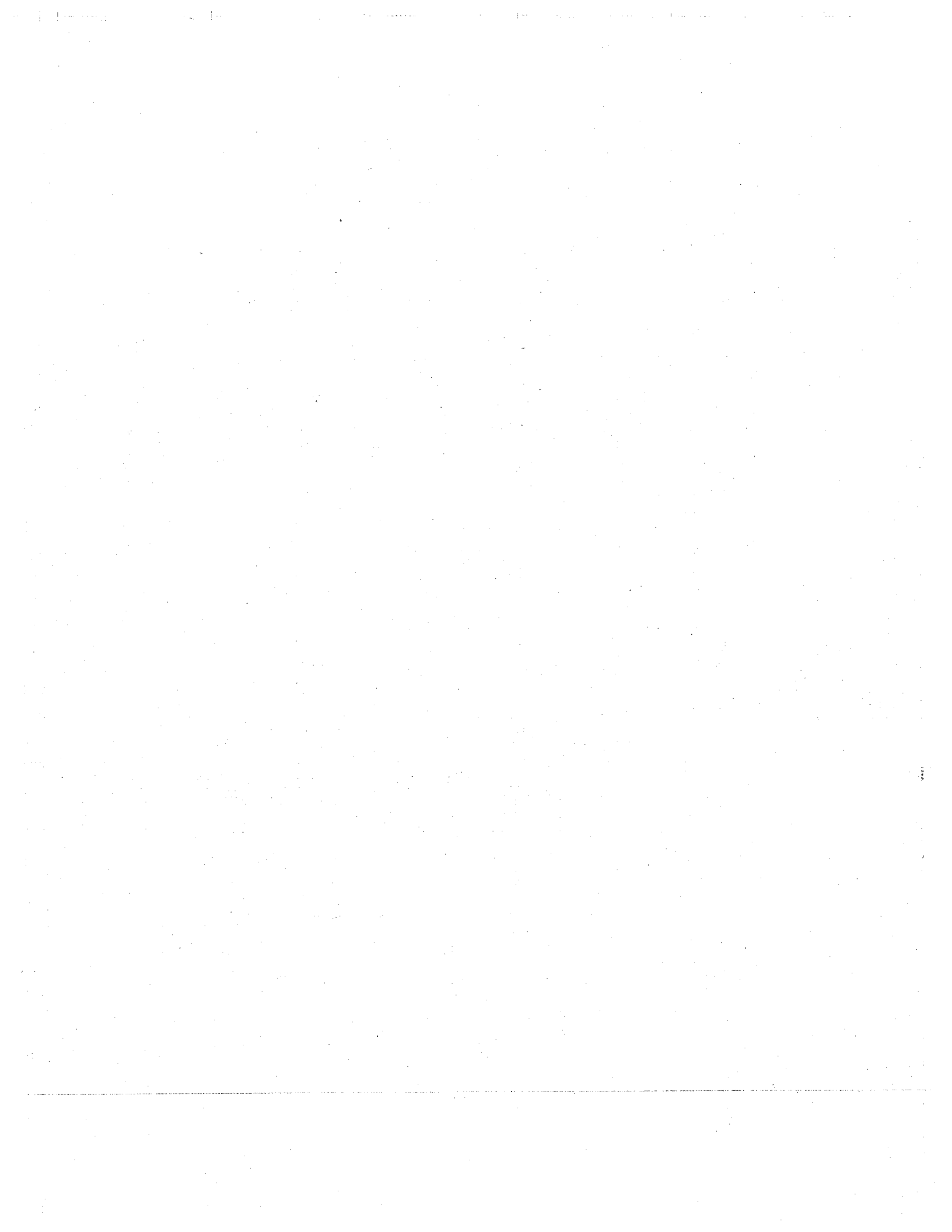


- |                            |   |  |
|----------------------------|---|--|
| <p>A<br/>B<br/>C<br/>D</p> | <p><b>Subject Property</b><br/><b>Comp #1</b><br/><b>Comp #2</b><br/><b>Comp #3</b></p> | <p><b>70 Carmelita St</b><br/><b>51 Beaver St</b><br/><b>251 Waller St</b><br/><b>55 Pierce St</b></p> |
|----------------------------|---|--|



**EXHIBIT D:**

**MILLS ACT APPLICATION**





SAN FRANCISCO  
PLANNING  
DEPARTMENT

Planning Department  
1650 Mission Street  
Suite 400  
San Francisco, CA  
94103-9425

T: 415.558.6378  
F: 415.558.6409

## APPLICATION PACKET FOR

# Mills Act Historical Property Contract

Chapter 71 of the San Francisco Administrative Code allows the City and County of San Francisco to enter into a preservation contract with local property owners who restore and preserve qualified historic properties. In exchange for maintaining and preserving a historic property, the owner receives a property tax reduction.

Planning staff are available to advise you in the preparation of this application. Call (415) 558-6377 for further information.

### WHAT IS A MILLS ACT PROPERTY CONTRACT?

The Mills Act Contract is an agreement between the City and County of San Francisco and the owner of a qualified property based on California Government Code, Article 12, Sections 50280-50290 (Mills Act). This state law, established in 1976, provides for a property tax reduction for owners of qualifying historic properties who agree to comply with certain preservation restrictions and use the property tax savings to help offset the costs to restore, rehabilitate, and maintain their historic resource according to the *Secretary of the Interior's Standards and the California Historical Building Code*. The San Francisco Board of Supervisors approves all final contracts. Once executed, the contract is recorded on the property and leads to reassessment of the property the following year.

### WHO MAY APPLY FOR A MILLS ACT PROPERTY CONTRACT?

The Mills Act is for property owners who are actively rehabilitating their properties or have recently completed a rehabilitation project compliant with the *Secretary of the Interior's Treatment of Historic Properties*, in particular the Standards for Rehabilitation, and the California Historical Building Code. Recently completed projects shall mean completed in the year prior to the application. Eligibility for Historical Property Contracts shall be limited to buildings or structures with a pre-contract assessed valuation of \$3,000,000 or less for residential buildings, and \$5,000,000 or less for commercial or industrial buildings, unless the individual property is granted an exemption from those limits by the Board of Supervisors.

Applicants who enter into a contract with San Francisco and fail to rehabilitate or maintain the property are subject to the City cancelling the contract and the Assessor collecting the 12.5 percent of current fair market value penalty against the property. All property owners must enter into the contract. The attached application has three separate entries for property owners if there are multiple. Please attach additional sheets if necessary.

# Timeline for Mills Act Application Process

	YEAR											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Application submitted to the Planning Department					Deadline: May 1							
Pre-Contract Inspections						June 1 through September 30						
Planning Department Review						June 1 through September 30						
Assessor-Recorder's Office Review						June 1 through August 31						
Preliminary estimated provided to Historic Preservation Commission, Land Use Committee, Board of Supervisors						June 1 through August 31						
City Approval Process: Including Historic Preservation Commission, Land Use Committee, Board of Supervisors hearings									September 1 through December 31			
Mills Act Contract approved												
Must be approved by December 31 to meet ensuing lien date												
Lien Date: January 1												
The next lien date would be the following year: January 1												
Contract is recorded and Assessor is notified on later than January 31												
Assessor-Recorders Office Reappraisal period Final Value Determined												February 1 through April 30
Reassessed Property Tax Bill mailed in late October												

# APPLICATION FOR Mills Act Historical Property Contract

## 1. Owner/Applicant Information

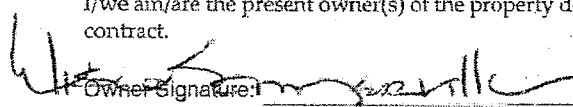
PROPERTY OWNER 1 NAME: <b>EUSE SOMMERVILLE TRUST</b>	TELEPHONE: <b>(415) 863-6002</b>
PROPERTY OWNER 1 ADDRESS: <b>70 CARMELITA ST SF CA 94117</b>	EMAIL: <b>RESIDENTIALOPTIONS@ymail.com</b>
PROPERTY OWNER 2 NAME: <b>NA</b>	TELEPHONE: <b>( )</b>
PROPERTY OWNER 2 ADDRESS:	EMAIL:
PROPERTY OWNER 3 NAME: <b>NA</b>	TELEPHONE: <b>( )</b>
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS: <b>70 CARMELITA ST</b>	ZIP CODE: <b>94117</b>
PROPERTY PURCHASE DATE: <b>MARCH 1999</b>	ASSESSOR BLOCK/LOT(S): <b>LOT 16 Block 264</b>
MOST RECENT ASSESSED VALUE: <b>\$ 1,270,000</b>	ZONING DISTRICT: <b>RH 2</b>

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"/>
Do you own other property in the City and County of San Francisco? <i>If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet.</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Property is designated as a City Landmark under Article 10 of the Planning Code	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection?	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.

Owner Signature: 

Date: 8/3/2013

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

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

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

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



3. Program Priority Criteria

Please check the appropriate categories as they apply to your building. Use a separate sheet to explain why your building should be considered a priority when awarding a Mills Act Historical Property Contract. As a matter of policy, priority is given to small-scale residential and mixed-use properties that answer "yes" to Criterion 2 (below), as well as those properties in need of substantial reinvestment and those that would support revitalization in the surrounding area.

1. Property meets one of the six criteria for a qualified historic property:

Property is individually listed in the National Register of Historic Places	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Property is listed as a contributor to an historic district included on the National Register of Historic Places	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Property is designated as a City Landmark under Article 10 of the Planning Code	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Property is designated as a contributory building to an historic district designated under Article 10 of the Planning Code	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Property is designated as a Category I, II or III (significant) to a conservation district under Article 11 of the Planning Code	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Property is designated as a Category I, II, or IV (contributory) to a conservation district under Article 11 of the Planning Code	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

2. Property falls under the following Property Tax Value Assessments:

Residential Buildings: \$3,000,000	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Commercial, Industrial or Mixed Use Buildings: \$5,000,000	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

*\*If property value exceeds these values please complete Part 4: Application of Exemption*

3. Rehabilitation/Restoration/Maintenance Plan:

A 10 Year Rehabilitation/Restoration/Maintenance Plan will be submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
--	---	-----------------------------

4. Required Standards:

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"/>
---	---	-----------------------------

*\*Detail how the proposed work meets the Secretary of Interior Standards on a separate sheet or include as part of Rehabilitation/Restoration/Maintenance Plan.*

5. Mills Act Tax Savings:

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"/>
--	---	-----------------------------

#### 4. Application for Exemption from Property Tax Valuation

If answered "no" to either question under No. 2 "Property fall under the following Property Tax Value Assessments" in the Program Priority Criteria Checklist, on a separate sheet of paper, explain how the property meets the following criteria and should be exempt from the property tax valuations. Also attach a copy of the most recent property tax bill.

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 by a qualified consultant must be submitted to demonstrate meeting this requirement).

NAMES:
TAX ASSESSED VALUE:
PROPERTY ADDRESS:

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: _____
Owner Signature: _____	Date: _____
Owner Signature: _____	Date: _____

#### Planning Department Staff Evaluation

THIS SECTION TO BE COMPLETED EXCLUSIVELY BY PLANNING DEPARTMENT STAFF

Exceptional Structure?	YES <input type="checkbox"/> NO <input type="checkbox"/>	Percent above value limit: _____
Specific threat to resource?	YES <input type="checkbox"/> NO <input type="checkbox"/>	No. of criteria satisfied: _____
Complete HSR submitted?	YES <input type="checkbox"/> NO <input type="checkbox"/>	Planner's Initial: _____

## 5. Draft Mills Act Historical Agreement

Please complete and attach the Planning Department's "Mills Act Contract" form, which can be accessed at [sfplanning.org](http://sfplanning.org), from the Permits and Zoning and Permit Forms tab. Any modifications made to this standard City contract by the applicant or an independently prepared contract shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors, which may result in additional processing time.

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: July 11, 2013 before me, Clayton J. N. Hansen  
DATE INSERT NAME OF THE OFFICER

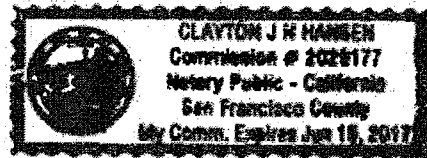
NOTARY PUBLIC personally appeared: Elise Sommerville  
NAME(S) OF SIGNER(S)

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.

Clayton J. N. Hansen  
SIGNATURE



(PLACE NOTARY SEAL ABOVE)

## 8. Historical Property Tax Adjustment Worksheet Calculation

The following is an example showing the possible tax benefits to the historical property owner of an owner-occupied single-family dwelling. This form is a guideline only. Your reduced property tax under a Mills Act contract is not guaranteed to match this calculation.

### Determine Annual Income and Annual Operating Expenses

An \$120,000 potential gross income less a vacancy and collection loss of \$2,400 and less \$17,640 annual expenses for maintenance, repairs, insurance, and utilities yields a net annual income of \$99,960. (Mortgage payments and property taxes are not considered expenses). Estimated vacancy and collection loss is based upon what is typically happening in the marketplace. It can be different for different properties (i.e. - residential properties generally have a lower vacancy and collection loss than commercial properties). The theory is that when estimating a property's value using the income approach (the approach required for Mills Act valuations) it is reasonable to assume some rent loss due to vacancy and inability to collect rents.

### Determine Capitalization Rate

Add the following together to determine the Capitalization Rate:

- The Interest Component is determined by the Federal Housing Finance Board and is based on conventional mortgages. While this component will vary from year to year, the State Board of Equalization has set this at 4.75% for 2012.
- The Historical Property Risk Component of 4% (as prescribed in Sec. 439.2 of the State Revenue and Tax Code) applies to owner-occupied single-family dwellings. A 2% risk component applies to all other Properties.
- The Property Tax Component (Post-Prop. 13) of .01 times the assessment
- The Mills Act amortization component is set at the discretion of the County Assessor for each property. In this example represent 45% of the total property value. The amortization component is calculated thus:  $1/60 = .0167 \times .45 = .0075$ .

### Calculate New Assessed Value and Estimated Tax Reduction

The new assessed value is determined by dividing the annual net income (\$99,960) by the capitalization rate .1067 (10.67%) to arrive at the new assessed value of \$936,832.

Lastly, determine the amount of taxes to be paid by taking the current tax rate of 1.167 (1%) of the assessed value \$26,652. Compare this with the current property tax rate for land and improvements only (be sure not to include voter indebtedness, direct assessments, tax rate areas and special districts items on your tax bill).

In this example, the annual property taxes have been reduced by \$15,719 (\$26,652 - \$10,933), an approximately 40% property tax reduction.

#### EXAMPLE:

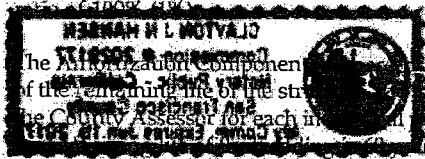
Simple Property Tax Calculation  
 Current Assessed Value = \$2,283,810  
 Current Tax Rate = X 1.167%  
 Current Property Taxes = @26,652

#### Assessment Using Mills Act Valuation Methodology

Potential Annual Gross Income Using Market Rent (\$10,000 per month X 12 months)	\$120,000
Estimated Vacancy and Collection Loss of 2%	(\$2,400)
Effective Gross Income	\$117,600
Less Operating Expenses (i.e., utilities, insurance, maintenance, management)	(\$17,640)
Net Income	\$99,960
Restricted Capitalization Rate	10.67%
Historical Property Value	\$936,832
Current Tax Rate	X 1.167%
New Tax Calculation	\$10,933

---

Property Tax Savings \$15,719



7. HISTORICAL PROPERTY TAX ADJUSTMENT WORKSHEET GUIDE  
 70 CARMELITA ST  
 OWNER OCCUPIED - YES

		Comments
<b>STEP 1 : Determine annual income of property</b>		
1	Monthly rental income	\$ 5,000*
2	Annual rental income	\$ 60,000
3	Deduction for vacancy	\$ 57,000
<b>STEP 2 : Calculate annual expenses</b>		* Zillow's estimate is \$5,246.00 per month. See attached. It lists 3 bedrooms. The 3 <sup>rd</sup> "bedroom" is very small and has no closet. In addition there are no kitchen cabinets, no landscaping and the basement is not finished.
4	Insurance	\$ 4,710
5	Utilities	\$ 2,658
6	Maintenance	\$ 1,200
7	Management <del>5%</del>	\$ 2,850
8	Other operating expenses	\$ -
9	<b>Total Expenses</b>	<b>\$ 11,418</b>
<b>STEP 3: Determine annual net income</b>		
10	<b>Net operating income</b>	<b>\$ 45,582</b>
<b>STEP 4: Determine capitalization rate</b>		
11	Interest Component	3.75% Changes annually
12	Historic property risk component	4.00%
13	Property tax component	1.00%
14	Amortization component	5.00%
15	<b>Capitalization rate</b>	<b>13.75%</b>
<b>STEP 5: Calculate new assessed value</b>		
16	Mills Act assessment value	\$ 331,505
<b>STEP 6: Determine estimated tax reduction</b>		
17	Current Tax	\$ 7,446
18	Tax under Mills Act	\$ 3,315 Line 16 x 1%
19	<b>Estimated Tax reduction</b>	<b>\$ 4,131</b>

input cells

~~post example~~

~~\$ 8,421~~

~~\$ 101,053~~

~~\$ 96,000~~

## Application Checklist to be Submitted with all Materials

Utilize this list to ensure a complete application package is submitted.

1	<b>Historical Property Contract Application</b> Have all owners signed and dated the application?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
2	<b>Priority Consideration Criteria Worksheet</b> Have three priorities been checked and adequately justified?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
3	<b>Exemption Form &amp; Historic Structure Report</b> 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 checked="" type="checkbox"/> NO <input type="checkbox"/>
4	<b>Draft Mills Act Historical Property Agreement</b> Are you using the Planning Department's standard form "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"/>
5	<b>Notary Acknowledgement Form</b> Is the Acknowledgement Form complete? Do the signatures match the names and capacities of signers?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
6	<b>Draft Rehabilitation/Restoration/Maintenance Plan</b> Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year and including all supporting documentation related to the scopes of work?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
7	<b>Historical Property Tax Adjustment Worksheet</b> Did you provide back-up documentation (for commercial property only)?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
8	<b>Photographic Documentation</b> Have you provided both interior and exterior images? Are the images properly labeled?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
9	<b>Site Plan</b> 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"/>
10	<b>Tax Bill</b> Did you include a copy of your most recent tax bill?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
11	<b>Payment</b> Did you include a check payable to the San Francisco Planning Department?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>





CITY AND COUNTY OF  
SAN FRANCISCO  
PLANNING  
DEPARTMENT

**FOR MORE INFORMATION:**  
Call or visit the San Francisco Planning Department

**Central Reception**  
1650 Mission Street, Suite 400  
San Francisco CA 94103-2479

TEL: 415.558.6378  
FAX: 415.558.6409  
WEB: <http://www.sfplanning.org>

**Planning Information Center (PIC)**  
1660 Mission Street, First Floor  
San Francisco CA 94103-2479

TEL: 415.558.6377  
*Planning staff are available by phone and at the PIC counter.  
No appointment is necessary.*

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

**Office of the Treasurer & Tax Collector**

**Secured Property Tax Information & Payment – Property Information**  
**Tax Year 2012 - 2013**

all installments have been paid.

Prior Year Secured Tax Payment Information

- [2011-2012](#)
- [2010-2011](#)
- [2009-2010](#)
- [2008-2009](#)
- [2007-2008](#)

**Linking Information**

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

**Property**

<u>Vol #</u>	<u>Block #</u>	<u>Lot #</u>	<u>Account #</u>	<u>Tax Bill #</u>	<u>Tax Rate</u>	<u>Property Location</u>
06	0864	016	086400160	036941	1.1691 %	70 CARMELITA ST.

**Assessment Information**

<u>Assessment</u>	<u>Full Value</u>	<u>Tax Rate</u>	<u>Amount</u>
<b>LAND</b>			
Impr/Structural	\$373,686	1.1691 %	\$4,368.76
Impr/Fixtures	\$249,122		\$2,912.48
Personal Property			\$0.00
Gross Taxable Value	\$622,808		\$7,281.24
<b>LESS: Exemptions</b>			
Homeowner's	\$7,000		\$81.83
Other			\$0.00
Net Taxable Value	\$615,808		\$7,199.41

**Direct Charges and/or Special Assessments**

<u>Code</u>	<u>Type</u>	<u>Phone #</u>	<u>Amount</u>
89	SFUSD Facilities District	(415) 355-2203	\$33.30
98	SF - Teacher Support	(415) 355-2203	\$213.90

Total Direct Charges and Special Assessments \$247.20

Total Due \$7,446.60

**Payment Summary**

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

	<u>Amount Due</u>	<u>Paid Date</u>
<input type="radio"/> Pay First Installment	\$0.00	12/06/12
<input type="radio"/> Pay Second Installment	\$0.00	12/06/12
<input checked="" type="radio"/> Pay Full Amount	\$0.00	

Use the button below if you are not paying online but would like to print a bill to mail with your check. Please include the block

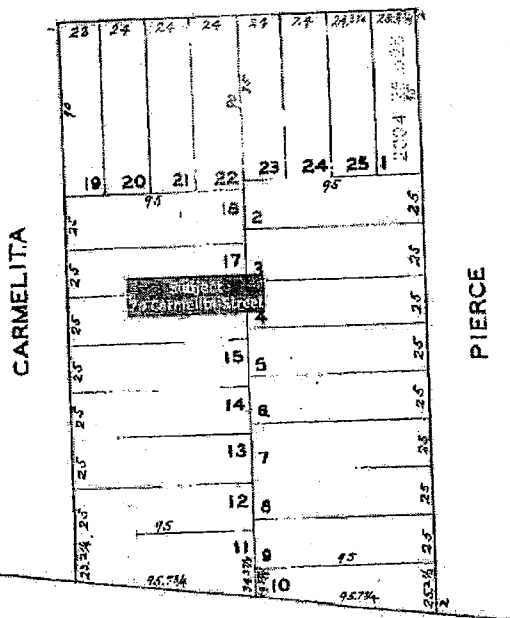


MARION TRACT

Revised 2004



WALLER



LOT 17 WALLER ST. 27 CARMELITA ST. 27

17	25'	25'
20	25'	25'
21	25'	25'
22	25'	25'

CARMELITA

PIERCE

DUBOCE PARK

Location: City, State, or ZIP

California San Francisco Hayes Valley 70 Carmelita St

## 70 Carmelita St, San Francisco, CA 94117

**Not for Sale**

**Zestimate:** \$1,903,720.  
**Rent Zestimate:** \$5,246/mo.  
**Est. Mortgage:** \$7,481/mc

See current rates on Zillow  
View your 3 Bureau Credit Scores in 60 seconds

**Bedrooms:** 3 beds  
**Bathrooms:** 2 baths  
**Single Family:** 2,439 sq ft  
**Lot:** 2,374 sq ft  
**Year Built:** 1900  
**Last Sold:** Mar 1999 for \$499,000  
**Heating Type:** Contact for details



- Hayes Valley Overview
- Hayes Valley Home Prices & Values
- Hayes Valley Demographics
- Hayes Valley Photos
- Hayes Valley Schools
- Hayes Valley Homes
- San Francisco Home Values
- Popular
- Real Estate Market Reports
- Compare Places

Views: 68

**Local agent**  
**Jason Hoffman**  
 (1 review)  
 Call: (415) 806-2763  
**Laureen O'Keefe**  
 Write a review  
 Call: (530) 580-8360



**Amanda Jones**  
 (4 reviews)  
 Call: (415) 766-0588

Your Name

Phone

Email Address

I would like a professional estimate of my home at 70 Carmelita St, San Francisco, CA 94117.

[Contact Agent](#)

Learn how to appear in this list

[Correct home facts](#)
[Save this home](#)
[Get updates](#)
[Email](#)
[more](#)

### Description

This 2439 square foot single family home has 3 bedrooms and 2.0 bathrooms. It is located at 70 Carmelita St San Francisco, California.

<b>Cooling</b> Unknown	<b>Parking</b> Unknown	<b>Basement Type</b> Unknown
<b>Fireplace</b> Unknown	<b>Floor Covering</b> Unknown	<b>Attic</b> Unknown

[More](#)
[County website](#)
[See data sources](#)

Free credit score...  
**IS YOUR SCORE ABOVE AVERAGE?**  
**694**  
 average  
**SEE YOURS NOW**  
with Zillow's Zillow Credit Score™

### Zestimates

	Value	Range	30-day change	\$/sqft	Last updated
<b>Zestimate</b>	\$1,903,720	\$1.31M - \$2.34M	+\$9,501	\$780	06/20/2013
<b>Rent Zestimate</b>	\$5,246/mo	\$4.3K - \$6.8K/mo	+\$76	\$2.15	06/17/2013

**Owner tools** [Post your own estimate](#)

**Market guide** Zillow predicts Hayes Valley home values will increase 8.8% next year, compared to a 7.5% increase for San Francisco as a whole...  
[more](#)

### Similar Homes for Sale

**2500 Divisadero St. San...**  
**For Sale: \$10,000,000**  
 Beds: 6 Sqft: 9125  
 Baths: 12.5 Lot: 4996

**53 Clifford Ter. San Fra...**  
**For Sale: \$1,799,000**  
 Beds: 3 Sqft: 1800  
 Baths: 1.5 Lot: 2282

[See listings near 70 Carmelita St](#)

Zestimate | Rent Zestimate | more

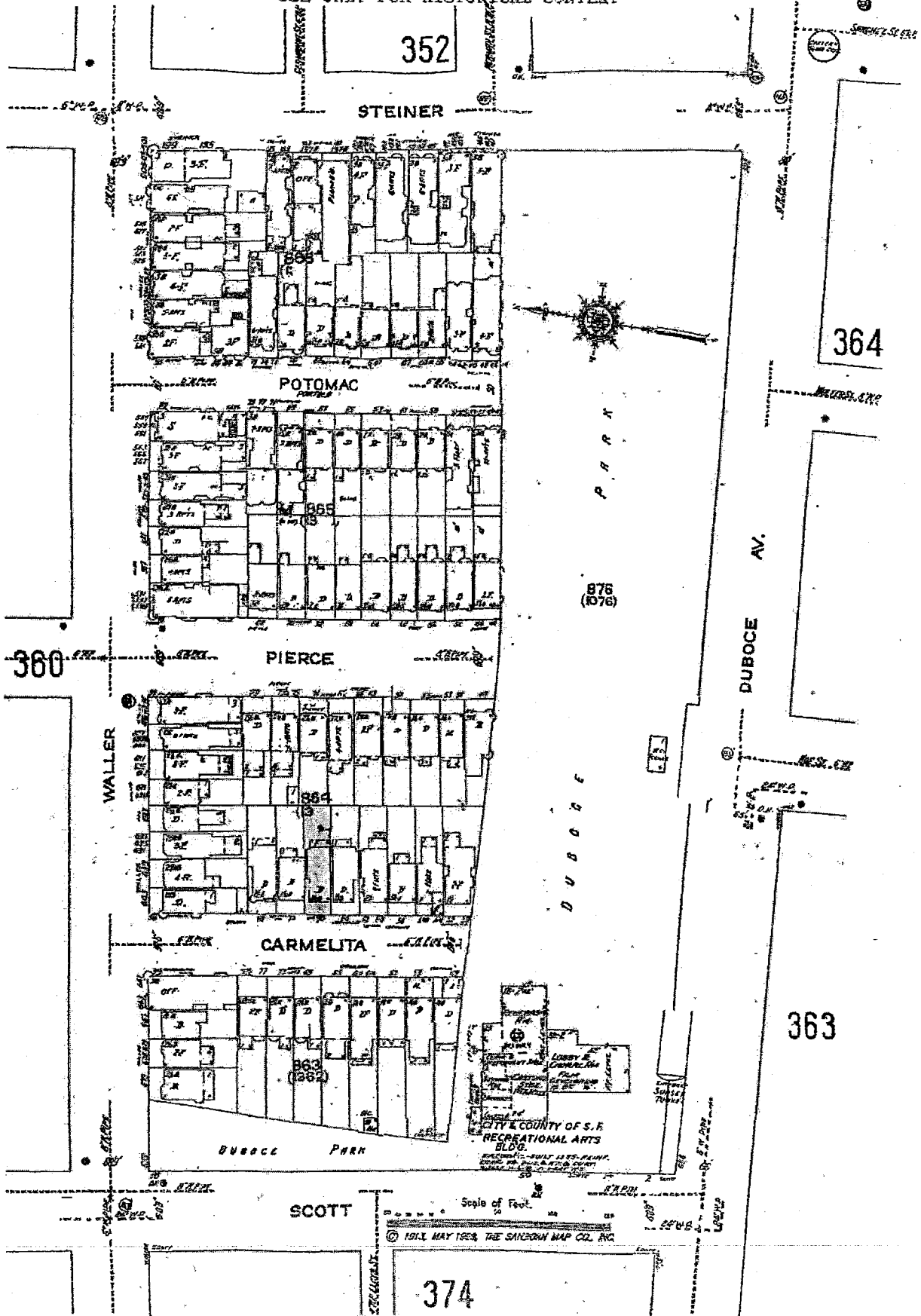
1 year | 5 years | 10 years



**Zillow Digs™**  
 Discover your dream kitchen

361

THESE SANBORN MAPS ARE DATED TO THE MID 1990'S  
USE ONLY FOR HISTORICAL CONTEXT





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

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>Elise Sommerville</b>	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
<b>Elise Somerville, property owner</b>	
Contractor address: 70 Carmelita St. San Francisco, CA 94117	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$ \$ 0 (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

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

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

Date Signed

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

Date Signed

