File No	131158	Committee Item No	10
		Board Item No.	

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee:	Budget and Finance Committee	Date: 12/16/2013
Board of Su	pervisors Meeting	Date:
Cmte Boar	ď	
	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Legislative Analyst Report Youth Commission Report Introduction Form Department/Agency Cover Lette MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence	er and/or Report
OTHER	(Use back side if additional spa	ce is needed)
		Date December 12, 2013

[Mills Act Historical Property Contract - 64 Pierce Street]

Resolution approving a Mills Act historical property contract, under Administrative Code, Chapter 71, between Jean Paul and Ann Balajadia, the owners of 64 Pierce Street, and the City and County of San Francisco; and authorizing the Planning Director and Assessor to execute the Mills Act historical property contract.

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

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

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

WHEREAS, 64 Pierce Street is a contributor the Duboce Park Landmark District under Article 10 of the Planning Code and thus qualifies as an historical property as defined in Administrative Code Section 71.2; and

WHEREAS, A Mills Act application for an historical property contract has been submitted by Jean Paul and Ann Balajadia, the owners of 64 Pierce Street, detailing completed rehabilitation work and proposing a maintenance plan for the property; and

WHEREAS, As required by Administrative Code Section 71.4(a), the application for the historical property contract for 64 Pierce Street was reviewed by the Assessor's Office and the Historic Preservation Commission; and

WHEREAS, The Assessor has reviewed the historical property contract and has provided the Board of Supervisors with an estimate of the property tax calculations and the difference in property tax assessments under the different valuation methods permitted by the Mills Act in its report transmitted to the Board of Supervisors on <u>December 10, 2013</u>, which report is on file with the Clerk of the Board of Supervisors in File No. <u>131158</u> and is hereby declared to be a part of this motion as if set forth fully herein; and

WHEREAS, The Historic Preservation Commission recommended approval of the historical property contract in its Resolution No. <u>724</u>, which Resolution is on file with the Clerk of the Board of Supervisors in File No. <u>131158</u> and is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, The draft historical property contract between Jean Paul and Ann Balajadia, the owners of 64 Pierce Street, and the City and County of San Francisco is on file with the Clerk of the Board of Supervisors in File No. <u>131158</u> and is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to Administrative Code Section 71.4(d) to review the Historic Preservation Commission's recommendation and the information provided by the Assessor's Office in order to determine whether the City should execute the historical property contract for 64 Pierce Street; and

WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the owners of 64 Pierce Street with the cost to the City of providing the property tax reductions authorized by the Mills Act, as well as the historical value of 64 Pierce Street and the resultant property tax reductions; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves the historical property contract between Jean Paul and Ann Balajadia, the owners of 64 Pierce Street, and the City and County of San Francisco; and, be it

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

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

CARMEN CHU ASSESSOR-RECORDER



SAN FRANCISCO OFFICE OF THE ASSESSOR-RECORDER

MEMORANDUM

Date:

December 12, 2013

To:

Victor Young, Board of Supervisors

From:

Michael Jine, Assessor-Recorder

Subject:

Mills Act Values

Victor:

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

- 1. 1019 Market
- 2. 3769 20th
- 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 20th), 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.

\$47,869 \$19,609 Tax Rate .188% Reduction From FBYV -40.81% -62.39% -64.00% -52.53% -64.47% 40.74% 47 74% -62,99% Reduction in (625,568) (995,874) (4.029, 375)(1,650,582)576,192 axable Mills Act 630,000 950,000 900,000 720,000 910,000 Lesser of the 3 Comparisons 6,350,000 490,000 Value by 970,000 950,000 900,000 2,220,625 910,000 630,000 720,000 2,620,582 1,535,568 1,895,874 635,263 ,500,000 ,785,000 064,403 999,993 2,924,570 6,250,000 Occupied: Yes es Ses Ses Yes Yes Yes ĝ Yes SFR SFR SFR 3 units Property Address 2550 Webster 1772 Vallejo 50 Carmelita 66 Carmelita 66 Potomac 70 Carmelita 56 Potomac 019 Market 3769 20th 56 Pierce 64 Pierce



SAN FRANCISCO PLANNING DEPARTMENT

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

Re:

Transmittal of Planning Department Case Number 2013.1254U 64 Pierce St (Contributor to the Duboce Park Landmark District) BOS File Nos: ______ (pending)

Historic Preservation Commission Recommendation: <u>Approval</u>

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 <u>approve the</u> <u>proposed Resolution</u>.

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 64 Pierce 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 that includes;

- Repairing and repainting the historic wood siding
- Repairing the historic millwork
- Seismic upgrades to the foundation
- Installing a new roof

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

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

Reception: 415.558.6378

Fax: 415.558.6409

Planning Information: 415.558.6377 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. 0723

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

Historic Preservation Commission Resolution No. 724

HEARING DATE DECEMBER 4, 2013

415.558.6378Fax:

December 4, 2013

415.558.6409

415.558.6377

1650 Mission St. Suite 400

San Francisco, CA 94103-2479

Reception:

Planning Information:

Hearing Date: Filing Dates:

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

Staff Contact:

Susan Parks - (415) 575-9101

susan.parks@sfgov.org

Reviewed By:

Tim Frye – (415) 575-6822

tim.frye@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 64 PIERCE 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 64 Pierce 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 64 Pierce Street, which are located in Case

Docket No. 2013.1254U. 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 64 Pierce 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 64 Pierce Street, which are located in Case Docket No. 2013.1254U. 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 64 Pierce 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 64 Pierce Street, and other pertinent materials in the case file 2013.1254U 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

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: Zoning:

Duboce Park Landmark District

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

www.sfplanning.org

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

Reception: 415.558.6378

415.558.6409

Planning Information: 415.558.6377

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U

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 RH-2 (Residential House, Two Family)

Zoning:

40-X Height and Bulk District

Block/Lot:

0552/029

Applicant:

John Moran

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 66 Potomac St.; 64 Pierce St.; 64 Pierce St.; 65 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.frve@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.
- <u>b.</u> 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.
- <u>d.</u> <u>56 Pierce St.</u>: 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.

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.; 66 Potomac St.; 1772 Vallejo St.

- 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.

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.; 67 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

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.; 65 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 ANAYLSIS

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.

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U 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 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.

<u>b.</u> 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 longerterm 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 longerterm 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 longerterm 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.

<u>f.</u> <u>56 Potomac St.</u>: 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.

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.; 56 Potomac St.; 1772 Vallejo St.

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 longerterm 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

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.; 65 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.

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U 50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce 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

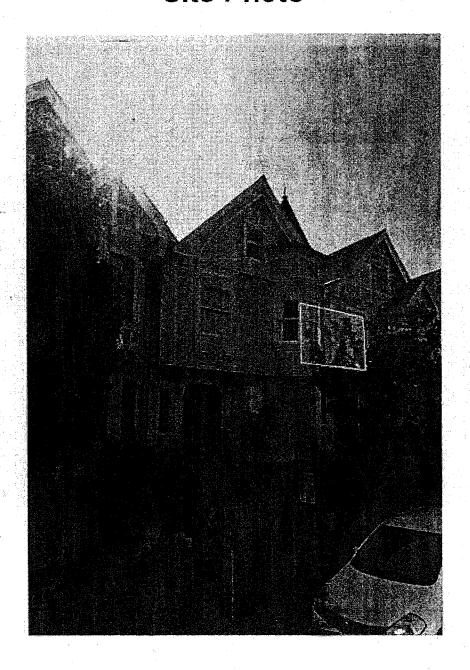
Exhibit B: Draft Historic Structures Report

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 2013.1254U

Mills Act Historical Property Contract
64 Pierce St.

Aerial Photo



SUBJECT PROPERTY



Historic Preservation commission Case Number 2013.1254U Mills Act Historical Property Contract 64 Pierce St.

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 64 PIERCE STREET

China has the order that. SAN FRANCISCO, CALIFORNIA

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Jean Paul Balajadia and Ann Balajadia ("Owner(s)").

RECITALS

Owners are the owners of the property located at 64 Pierce Street, in San Francisco, California (Block 0865, Lot 015). The building located at 64 Pierce Street is designated as STATE ELIGIBILITY, E.G. "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 ONE MILLION ONE HUNDRED TWENTY SEVEN THOUSAND EIGHT HUNDRED AND NINETEEN Dollars (\$1,127,819]). (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 THIRTY FOUR THOUSAND TWO HUNDRED AND FIFTY Dollar (\$34,250 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. <u>Application of Mills Act.</u> 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.
- Rehabilitation of the Historic Property. Owners shall undertake and complete the work 2. 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. <u>Maintenance.</u> 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.
- 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 whatscever 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. <u>Insurance</u>: 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. <u>Inspections.</u> 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. <u>Term.</u> 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. <u>Valuation.</u> 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. <u>Termination.</u> 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.

- <u>Default</u>. An event of default under this Agreement may be any one of the following: 12.
- (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.

- 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.
- 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.

- Indemnification. The Owners shall indemnify, defend, and hold harmless the City and all 16. 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. <u>Eminent Domain.</u> 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. <u>Binding on Successors and Assigns.</u> 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. <u>Legal Fees.</u> 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. <u>Recordation.</u> 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. <u>Authority.</u> 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. <u>Severability.</u> 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. <u>Tropical Hardwood Ban.</u> The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.
- 27. <u>Charter Provisions.</u> 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:

CII	ΓY	AND	COUNT	Y	OF SAN	FRAN	VCISCO	Ľ
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5V	DAIU.	
Phil Ting		
Assessor-Recorder		
RESOCION TEROSTORIA		
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Зу:	DAID,	
John Rahaim	.	
Director of Planning		
APPROVED AS TO FORM:		
DENNIS J. HERRERA		
CITY ATTORNEY	· · · · · · · · · · · · · · · · · · ·	•
CILLATIONNEL		
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By: [NAME]	DAIE	·
[NAME]		
Deputy City Attorney	:	
OWNERS		
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7 '9	DATE:	
By: [NAME], Owner	ESCELLA.	
[NAME], Uwier		

(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

Draft Rehabilitation/Restoration/Maintenance Scope Continued

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BUILDING FEATURE:			
Rehab/Restoration []	Maintenance 🖄	Completed	Proposed 🗴
CONTRACT YEAR WORK COMPLETION:	Annually		
TOTAL COST (rounded to nearest dollar):	Attically		
	\$1,000		
DESCRIPTION OF WORK:	naged siding; clean the hous	e with hose water or. Whe	ere necessary, a pressure
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BUILDING FEATURE:			
Rehab/Restoration	Maintenance 🔀	Completed 🔲 🛸	Proposed 🛚
CONTRACT YEAR WORK COMPLETION:			
	Every 10 years		
TOTAL COST (rounded to nearest dollar):	\$27,000		
DESCRIPTION OF WORK:			
Re-paint the exterior of the	a house	•	
		•	
	•	•	
	-	and the second s	
		•	
BUILDING FEATURE:	The second secon	Opening the second of the seco	*
Rehab/Restoration	Maintenance	Completed 🖄	Proposed
CONTRACT YEAR WORK COMPLETION:	May 2012		
TOTAL COST (rounded to nearest deliar).		, 194194611111111111111111111111111111111	کیک دیا آباد روز بیا ۱۱ بینه وی به ۱۹۰۰ سال استفادی بینه اینهشانات به داده و بسود در در پوروی به دینهای به د
- In consequent	\$50,000		1
beyond repair. Refurbishe windows were cracked, or	d or replaced all pulleys, cal painted shut and have all b	oles, lead weights and wir been re-glazed and made o	med windows any that were dow frames and sashes. Seve operable. The total number o e of the house facing Pierce
	Ÿ		* •

Draft Rehabilitation/Restoration/Maintenance Scope Continued

Rehab/Restoration	Maintenance 🗵	Completed 🗆	Proposed 🔀
CONTRACT YEAR WORK COMPLETION:	Annually		
TOTAL COST (rounded to nearest dollar):			
	\$1000	· · · · · · · · · · · · · · · · · · ·	
DESCRIPTION OF WORK: Inspect and wash all window	vs and repair or re-paint as	necessary	
		•	
	*		3
	A CONTRACT OF THE CONTRACT OF	7	r
BUILDING FEATURE:		· ·	
Rehab/Restoration	Maintenance []	Completed 🗵	Proposed [
CONTRACT YEAR WORK COMPLETION:	May 2012	,	A
TOTAL COST (rounded to nearest dollar):	\$15,000		
DESCRIPTION OF WORK	212,000	and the same and t	H 1853-181 HILLIANS
Repaired existing roof drain	s; installed new roof drain	s where none were previo	usly installed; corrected
drainage issues from adjace	ent houses that were drain	ing the adjoining roofs on	to our property.
İ			
		*	
			•
			, *
BUILDING FEATURE:			,
BUILDING FEATURE: Rehab/Restoration	Maintenance ⊠	Completed □	Proposed 🔀
Rehab/Restoration CONTRACT YEAR WORK COMPLETION:		Completed []	Proposed 🔀
Rehab/Restoration CONTRACT YEAR WORK COMPLETION:	Annually	Completed []	Proposed 🔀
Rehab/Restoration Contract YEAR WORK COMPLETION: TOTAL COST (rounded to nearest dollar):		Completed []	Proposed 🔀
Rehab/Restoration Contract YEAR WORK COMPLETION:	Annually \$1,000		Proposed 🔀
Rehab/Restoration Contract YEAR WORK COMPLETION: TOTAL COST (rounded to nearest dollar): DESCRIPTION OF WORK:	Annually \$1,000		Proposed 🔀
Rehab/Restoration Contract YEAR WORK COMPLETION: TOTAL COST (rounded to nearest dollar): DESCRIPTION OF WORK:	Annually \$1,000		Proposed 🔀
Rehab/Restoration Contract YEAR WORK COMPLETION: TOTAL COST (rounded to nearest dollar): DESCRIPTION OF WORK:	Annually \$1,000		Proposed 🔀

Draft Rehabilitation/Restoration/Maintenance Scope Continued

BUILDING FEATURE:	anagaana ara aasaa aaga Maranaan sahar oo arkaa - waxaa ii a - de a - wi -	· mar districts of the second of the districts of the second of the seco	i indiana recount e e e e e e e e e e e e e e e e e e e	- Marie - E. Marie - Marie - Marie - November - E. Coloni Marie - No. 10 E. Inglis - Leavest - Marie - Jacobson - All Colonia - No. 10 E. Inglis - Leavest - Marie - Marie - No. 10 E. Inglis - Leavest - Marie - Mari
Rehab/Restoration 🔀	Maintenance 📋	Completed	×	Proposed []
CONTRACT YEAR WORK COMPLETION:	May 2012			
TOTAL COST (rounded to nearest dollar):				
DESCRIPTION OF WORK:	\$3,000			magnam me majos, 🛥 jamam epipenėje ir respince annes and s
Replaced old garage door t driveway with new garage				
BUILDING FEATURE:				
Rehab/Restoration	Maintenance 🔀	Completed		Proposed 🔀
CONTRACT YEAR WORK COMPLETION:	Annually			
TOTAL COST (rounded to nearest dollar):	\$500	<u>, , , , , , , , , , , , , , , , , , , </u>		,
DESCRIPTION OF WORK: Inspect, wash and repair as		•		
				Annual an
RUILDING FEATURE:	es a programme de conseguiron de destructura de la conseguiron della conseguiron del		e nymananana ne nya ma	
Rehab/Restoration 🛚 🗵	Maintenance	Completed	×	Proposed 🗀
CONTRACT YEAR WORK COMPLETION:	May 2012			
TOTAL COST (rounded to nearest doilar):	\$25,000			
DESCRIPTION OF WORK: Removed concrete slabs from pedestrians from tripping of experiencing abnormal wewith no drainage except for an exterior trench drain and new green space is more hidrains and provides pedest	om front of the house and in on the driveway area. The s ar due to water pooling ag r inside the garage area. Pl d stucco walls with decorat istorically accurate and hel	iding of the house ainst the exterior of anters with landsc live iron work were ps remove water o	e, garage do walls - slabs aping, a ne a added to s without intr	or and foundations were were built up to the house w porous concrete drivewa the front of the house. This

Draft Rehabilitation/Restoration/Maintenance Scope Continued

BUILDING FEATURE:		•	
Rehab/Restoration	Maintenance 🗵	Completed	Proposed 🛚
CONTRACT YEAR WORK COMPLETION:	Annually		
TOTAL COST (rounded to nearest dollar);	Title to the title		
	\$250		
DESCRIPTION OF WORK Inspect, clean and maintain		concrete and trench drains	s and repair as necessary.
		•	
ý.	y		
BUILDING FEATURE;			marrier och 1970 spånnen nynn tratagraden å mannenning er for stat obsentrenning goderforser er en
Rehab/Restoration	Maintenance [Completed 🔀	Proposed [
CONTRACT YEAR WORK COMPLETION:	May 2012	3	
TOTAL COST (rounded to nearest dollar):		m garandigas Britanistas data armides (*) i Stadio Planton Middle Made and His constant in land, dels accounts to	
DESCRIPTION OF WORK:	\$18,000		
heights and rails were too le were installed to match the	ow to be safe and were no	ot historically accurate. New	compliant - stairs had different N Wood stairs, rails and caps
			•
	××××××××××××××××××××××××××××××××××××××	Mild Bar del Mark de Miller - Montant Mild Market February Section of Section 1981	Calebrania ang ang ang ang ang ang ang ang ang an
	e versionistics e quantum and a second a second and a second a second and a second	man in the first of the control of t	tore constants at the contract contract of the
BUILDING FEATURE;	•		•
Rehab/Restoration	Maintenance 🔀	Completed []	Proposed ⊠
CONTRACT YEAR WORK COMPLETION:	Annualle		0
	Annually	44 . 	
TOTAL GOST (rounded to nearest doilar):	\$1,000	•	*
DESCRIPTION OF WORK: Inspect, wash, maintain and		front stairs and railing of t	he house.
	·		
		•	
N. Common of the			•
			warranger and the second section of the section of t

Draft Rehabilitation/Restoration/Maintenance Scope Continued

SUILDING FEATURE:			
Rehab/Restoration X	Maintenance [Completed 🖄	Proposed 🗆
CONTRACT YEAR WORK COMPLE	May 2012		• •
TOTAL COST (rounded to nearest	follar):		
	\$9,500 ce, repaired and restored m front entry vestibule of the		ired flooring, lighting and non-
			A COLUMN TO THE PARTY OF THE PA
	AV 2 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		granden per e como e minero minero de proprio e manero e a presenta e a presenta e a presenta de la presenta d La
BUILDING FEATURE:		and an enter makes the second	
Rehab/Restoration	Maintenance 🔀	Completed [Proposed 🔀
CONTRACT YEAR WORK COMPLE	TION: Annually		
TOTAL COST (rounded to nearest			
DESCRIPTION OF WORK		dows of the entry vestibule.	
1932 and Diametal Committee	,, 110 (1011), 110 013, 4110 77110	action the critical value of the	The state of the s
	•	· · · ·	To the second se
BUILDING FEATURE:	ren en e	anni pani antini any diamandrana, ya may may may may na may may na may m	an a magazinase — naganina a ann anna damannan a chagashasan a ca a ambanda.
Rehab/Restoration	Maintenance	Completed 🔀	Proposed [
CONTRACT YEAR WORK COMPLE	TION: May 2012		
TOTAL COST (rounded to nearest			
			eeded, corrected for drainage
			*** .**

Draft Rehabilitation/Restoration/Maintenance Scope Continued

	The state of the s	**************************************		
BUILDING FEATURE:		· *		
Rehab/Restoration	Maintenance 🔀	Completed [Proposed 🛚	
CONTRACT YEAR WORK COMPLETION:	nually			
TOTAL COST (rounded to nearest dollar):	,500			-
DESCRIPTION OF WORK: Inspect, repair or replace roof		as needed.		
	4,			*
				Î
•				
	The second secon			
BUILDING FEATURE:				
Rehab/Restoration	Maintenance []	Completed	Proposed	
CONTRACT YEAR WORK COMPLETION:		× .		
TOTAL COST (rounded to nearest dollar):				
DESCRIPTION OF WORK:				
**		,		
	The same of the sa	and the second s		
BUILDING FEATURE:				
Rehab/Restoration 🗌	Maintenance []	Completed 🗌	Proposed []	
CONTRACT YEAR WORK COMPLETION:				
TOTAL COST (rounded to nearest dollar):			- 12 .	
DESCRIPTION OF WORK	an tanggan dan membendah sebadah pelanggan pagaman upan tanggan sebagai sebagai sebagai sebagai sebagai sebagai	anne de la companio antica de la companio del la companio de la companio de la companio de la companio de la companio del la companio de la companio del la companio		

EXHIBIT C:

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



64 Pierce Street APN 06-0865-015

MILLS ACT VALUATION

CARMEN CHU ASSESSOR-RECORDER



SAN FRANCISCO OFFICE OF THE ASSESSOR-RECORDER

APN: 06-0865-0	115		_ SF Landmark:		
Property Location:	64 Pierce Street		_ Date of Mills Ac	t Application:	9/3/2013
Applicant's Name:	Jean Paul Balaja	dia	Property Type:	Single Family Dwelling)
Agt./Tax Rep./Atty:		· .	_ Date of Sale:	11/9/2007	
Applicant supplied a	ppraisal?	No	Sale Price:	\$2,049,000	
DATE OF MILLS ACT	VALUATION:	September 3, 2013			
	TAXAB	LE VALUE - THREE W	AY VALUE COMP	ARISON	
FACTORED BASI	EYEAR VALUE	RESTRICTED MIL	LS ACT VALUE	CURRENT MAR	KET VALUE
Land	\$ 1,529,916	Land	\$ 570,000	Land	\$1,500,000
Imps	\$ 996,276	Imps	\$ 380,000	imps	\$1,000,000
Total	\$ 2,526,192	Total	\$ 950,000	Total	\$2,500,000
	a.				
# .		PROPERTY CHAR	ACTERISTICS		
Present Use:	SFR	Neighborhood:	Hayes Valley	Number of Stories:	1
Number of Units	1	Year Built:	1900	Land Area (SF):	2,278
Owner Occupied:		Building Area:	0.007		PS1 144
Owner Oceanics.		building Aleas	3,207	Zoning:	RH2
· · · · · · · · · · · · · · · · · · ·		politinia vica:	3,207	Zoning:	HH2
		CONTE		Zoning:	нн2
Cover Sheet				Zoning:	нн2
		CONTE		Zoning:	HH2
Cover Sheet	S	CONTEI Page 2		Zoning:	HH2
Cover Sheet Interior / Exterior Photo	s	CONTER Page 2 Page 3		Zoning:	HH2
Cover Sheet Interior / Exterior Photo Restricted Income Valu Comparable Rents	s	CONTEI Page 2 Page 3 Page 4		Zoning:	нн2
Cover Sheet Interior / Exterior Photo Restricted Income Valu Comparable Rents Sales Comparison Valu	s action uation	CONTEI Page 2 Page 3 Page 4 Page 5		Zoning:	HH2
Cover Sheet Interior / Exterior Photo Restricted Income Valu Comparable Rents Sales Comparison Valu	s action uation	CONTER Page 2 Page 3 Page 4 Page 5 Page 6		Zoning:	нн2
Cover Sheet Interior / Exterior Photo Restricted Income Valu Comparable Rents Sales Comparison Valu	s action uation	CONTER Page 2 Page 3 Page 4 Page 5 Page 6		Zoning:	ннг
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Cover Sheet Interior / Exterior Photo Restricted Income Valu Comparable Rents Sales Comparison Valu Map of Comparable Sa	s value comparison,	CONTER Page 2 Page 3 Page 4 Page 5 Page 6 Page 7 CNCLUSION AND REC	VTS		ннг
Cover Sheet Interior / Exterior Photo Restricted Income Valu Comparable Rents Sales Comparison Valu	s value comparison,	Page 2 Page 3 Page 4 Page 5 Page 6 Page 7 ONCLUSION AND REC	OMMENDATIONS	ed Mills Act value.	HH2
Cover Sheet Interior / Exterior Photo Restricted Income Valu Comparable Rents Sales Comparison Valu Map of Comparable Sa	s value comparison,	Page 2 Page 3 Page 4 Page 5 Page 6 Page 7 ONCLUSION AND REC	OMMENDATIONS	ed Mills Act value.	HH2
Cover Sheet Interior / Exterior Photo Restricted Income Valu Comparable Rents Sales Comparison Valu Map of Comparable Sa	s value comparison,	Page 2 Page 3 Page 4 Page 5 Page 6 Page 7 ONCLUSION AND REC the lowest of the three of the lowest of t	OMMENDATIONS	ed Mills Act value.	ннг

0865-015 - Photos



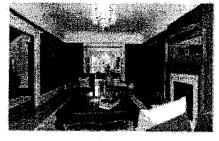














RESTRICTED INCOME APPROACH

APN 06-0865-015 64 Pierce Street Restricted Mills Act Value Lien Date: August 31, 2013

Owner Occupied

Potential Gross Income:	GLA (SF		ual Rent	ř.	
) dicitial dioss modifie.	3,207	X	\$34.05	=	\$109,200
Less Vacancy & Collection Loss			2%		(\$2,184)
Effective Gross Income					\$107,016
Less Anticipted Operating Expenses*		,	15%		(\$16,052)
Net Operating Income (before property taxes)					\$90,964
Restricted Capitalization Rate Components: Rate Components: 2013 Interest Rate per SBE Risk rate (4% owner occuped / 2% all other prop Property tax rate (2012) Amortization rate for the Improvements: Remaining Economic Life: Amortization per Year (reciprocal) Overall Rates:	erty types) 60 0.0167	4. 1. <u>1.</u> Land			8.9191%
Weighted Capitalization Rate		nithio	ovements		10.5858%
		Land Impro Total	vements	60% 40%	5.35% <u>4.23%</u> 9.59%
RESTRICTED VALUE			•		\$948,944
ROUNDED TO					\$950,000
7					

Footnatae

Top line rent potential concluded to be \$9,100 per month, based on rental comps #1 and #8.

'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 \$15,894 (13.5% of EGI), default to 15%

Sotheby's Not provided Clayton at Parmassus 2.400 4:2.5, 2 cat parking \$7.700 \$3.21 \$3.85.60

Listing Agent: Address: Cross Streets: SF:

Layout: Monthly Rent Rent/Foot/No Annual Hent/Foot:

Comp #5: Eureka Valley



Bay Property Group 2246 Greenwich SI Batween Scott and Divisader 4.380 4/6, 3 car parking \$13,485 \$3.10 \$37,23



Golden Gate Properties 2.8 Portola Drive Portola and Market 1.350 3/1.5, 2 car parking \$4,300 \$3.19 \$3.822

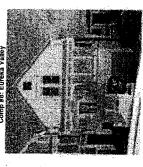
REMax/Westlake Properties
441 Delbrook (@ Panorama)
1,427
362.2 car parking
54.200
\$4.72



Comp #4: Twin Peaks

Comp #3: Marina

By Owner 106 Midcres Way (Midtown Terrace) West side of the peaks (Twin Peaks Blvd) 1,350 22. 1 car parking \$2.7.70 \$2.44 \$29.23





Donnally Enterprises
Not Provided
Note Street
3.4.60
32.5.2. Landern parking
\$8.2.0
\$8.2.0
\$3.115
\$37.86

Comp #7: Twin Peaks J Wavro Associates Not Provided Scott at Bay 3.000 4/3, 2 car parking \$8.950 \$2.98 \$2.98 Comp #6: Twin Peaks

By Owner Seward Street Sward at Douglass (Kite Hill, 1700 at Douglass (Ste Hill, 272. No parking \$6.500 \$4.06

Layouk: Monthly Rent RentFoot/Mo Amual Rent/Foot: Listing Agent: Address: Cross Streets: SF:

SINGLE FAMILY MARKET ANALYSIS

	Subject .	Sal	e T	Sal	e 2	Sal	e 3	
APN	0865-015	0823	-0 15	0569-034		0564-098		
			1021 Hayes					
Address	54 Pierce St			251 W	alier	55 Pis	rce St	
		\$2,550	The second second	\$2,730		\$2,250	A	
Sale Price / Square Foot		\$67		\$1,0	-04-01-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0	\$90	10	
	Description	Description	Adjust.	Description	Adjust	Description	Adjust	
Date of Valuation/Sale	09/03/13	03/28/13	\$63.750	9/19/2012	\$163,800	05/22/13	\$33,750	
Location	Hayes Velley	Alamo Square		Hayes Valley		Hayes Valley		
Lot Size	2,247	2,060		3.337	(\$54,500)	2,374		
View	Neighborhood/Open Space	City	(\$50,000)	Neighborhood		Neighborhood	·	
Year Bit/Year Renovated	1900/2012	1900		1900		1900		
Condition	Good/Hemadeled	Good/Remodeled		Good/Remodeled	h-MANA-h	Good/Remodeled		
Construction Quality	Good	Good		Good		Good	55mmaringe,	
Gross Living Area	3,207	3.804	(\$119,400)	2.520	\$137,400	2.500	\$141,400	
Total Rooms	10	10		8		6		
Bedrooms	5	5				3		
Bathrooms	2 Full / 2 Half	5	(\$50,000)	2	\$30,000	3 1	The Control of the Co	
Storles	3	3		2	mana a Telumber III and a se	3		
arage	2 car	None	\$80,000	2 car	new	2 car	· · · · · · · · · · · · · · · · · · ·	
Other	2012 remodel: horizontal addition and basement conversion.			To the second se				
let Adjustments			(\$75,650)		\$276,700		\$175,150	
ndicated Value	\$2,500,000		\$2,474,350		\$3,006,700		\$2,425,150	
djust. \$ Per Sq. Ft.	\$780	**************************************	\$772	t	\$938		\$ 756	

VALUE RANGE:

\$750 to \$880 per foot

VALUE CONCLUSION:

\$2,500,000 \$780

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. Market conditions adjustment: 5 to 10% annual growth in value from 2012 to 2013 (.5% per month)

MARKET VALUE
LAND
IMPROVEMENTS
TOTAL
Market Value / Foot

 \$1,500,000	
 \$1,000,000	
 \$2,500,000	,
 \$780	

ASSESSED VALUE LAND IMPROVEMENTS TOTAL Assessed Value / Foot

\$1,529,916
\$996,276
\$2,526,192
\$788

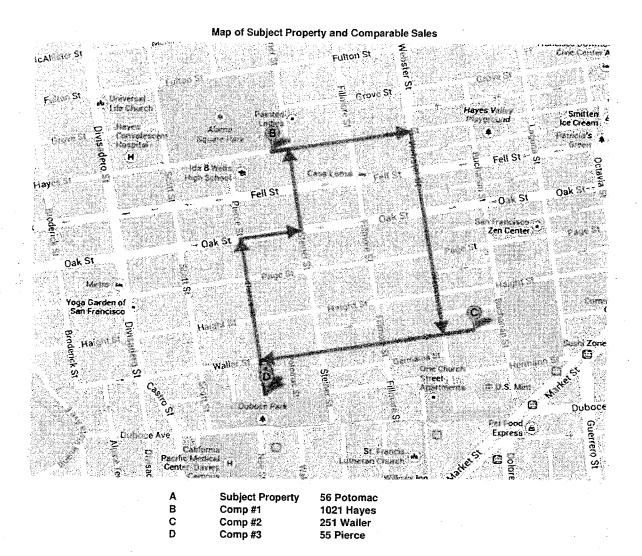


EXHIBIT D:

MILLS ACT APPLICATION

APPLICATION FOR

Wills Act Histo**rical** Property Contract

1. Owner/Applicant Information		
PROPERTY OWNER 1 NAME:	TELEPHONE: (415) 552-8222	
Jean Paul Balajadia PROPERTY OWNER 1 ADDRESS:	EWAIT.	
64 Pierce Street San Francisco, CA 94117	balajadla.jp@gma	il com
of the original and the original of the original	21.0,5 63.110),1. w. 1 (8
PROPERTY OWNER 2 NAME:	TELEPHONE:	
Ann Balajadia	(415) 552-8222	
PROPERTY OWNER 2 ADDRESS:	EMAIL:	
64 Pierce Street San Francisco, CA 94117	annicc.sf@gmail.c	om
PROPERTY OWNER 3 NAME:	· TELEPHONE	et en la Espain de communidad de la maria de la companya de propie
N/A		
PROPERTY OWNER 3 ADDRESS:	()	
PROPERTY CONNERS ADDRESS.	EGGE C	
		a grantingaritat de particular per la cope de marananista de la cope de marananista de la cope de la cope de l
	•	₹ .
2. Subject Property Information		· .
PROPERTY ADDRESS:		ZIP CODE;
64 Pierce Street San Francisco, CA		94117
PROPERTY PURCHASE DATE:	ASSESSOR BLOCKLOT(S):	1
Nov. 9, 2007	Block#: 0865 Lot#: 015	
MOST RECENT ASSESSED VALUE:	ZONING DISTRICTS	
\$1,560,000		
A A A A A A A A A A A A A A A A A A A	and Callet at Can Francisco poid to data?	
Are taxes on all property owned within the City	and County of San Francisco paid to date?	YES 🔀 NO 🗌
Do you own other property in the City and Cou		YES 🗌 NO 🔀
If Yes, please list the addresses for all other pro on a separate sheet.	openy owned within the City of San Francisco	
Property is designated as a City Landmark und	dar Articla 10 of the Planning Code	1200 120 110 500
t topaty is designated as a only candinark dis	del Albeio 10 of the Figuring Code	YES 🔀 NO 🗍
Are there any outstanding enforcement cases		YES □ NO 🌣
Planning Department or the Department of Bui	ilding Inspection?	
		A desirable and a service of the desirable and a service of th
I/we am/are the present owner(s) of the property	described above and baraby annly for an histor	rical proports
contract.	described above and hereby appry for an idealo.	near property
Owner Signature: Mylanford	Date: 09/6	73/2013
Owner Standburg	Data AC	07 7012
Owner Signature:	Date: <u>0°f</u>	103/1017
Owner Signature:	Date:	

3. Program Priority Criteria

The following criteria are used to rank applications. 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. Buildings that qualify in three of the five categories are given priority consideration.

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 🗌	NO X
Property is listed as a contributor to an historic district included on the National Register of Historic Places	YES 🗌	NO 🔀
Property is designated as a City Landmark under Article 10 of the Planning Code	YES []	NO 🔀
Property is designated as a contributory building to an historic district designated under Article 10 of the Planning Code	YES 🖫	NO □
Property is designated as a Category I or II (significant) to a conservation district under Article 11 of the Planning Code	YES []	мо 🔀
Property is designated as a Category III or IV (contributory) to a conservation district under Article 11 of the Planning Code	YES []	NO 🕱
2. Property falls under the following Property Tax Value Assessments:		
Residential Buildings: \$3,000,000	YES X	№ □
Commercial, Industrial or Mixed Use Buildings: \$5,000,000	YES 🗌	№ 🔀
*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 🕃	NO 🗌
4. Required Standards:		
Proposed work will meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and/or the California Historic Building Code.	YES 🔀	№ □
*Detail how the proposed work meets the Secretary of Interior Standards on a separate sheet or Rehabilitation/Restoration/Maintenance Plan.	include as j	part of
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 X	NO 🗍

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.

- 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
- 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:	- page	
:		
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* * * * *		· · ·
TAX ASSESSED VALUE:		
PROPERTY ADDRESS:	A STATE OF THE STA	
		*
•		
Owner Signature: An Faul B. Owner Signature: CAVA	ng di	Date: 09/03/2013 Date: 09/03/2013
Owner Signature:		Date:
, s		
Planning Department Staff Evaluation	lion	
THIS SECTION TO BE COMPLETED EXCLUSIVELY BY	PLANNING DEPARTMENT STAFF	
Exceptional Structure?	YES O NO O	Percent above value limit:
Exceptional Structure? Specific threat to resource?	YES NO	Percent above value limit:

5. Draft Mills Act Historical Agreement

Please use the Planning Department's standard form "Historical Property Contract" located on the Planning Department's Forms page at www.sfplanning.org. Any modifications to the City's standard form contract made by the applicant or the submittal of 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 and may result in additional processing time.

6. Rehabilitation/Restoration/Maintenance Plan

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

Please note that all applicable Codes and Guidelines apply to all work, including the Planning Code and Building Code. If components of the proposed Plan requires approvals by the Historic Preservation Commission, Planning Commission, Zoning Administrator, or any other government body, these approvals must be secured prior to applying for a Mills Act Historical Property Contract.

This plan will be included along with any other supporting documents as part of the Mills Act historical Property contract.

Draft Rehabilitation/Restoration/Maintenance Scope

•		. 4.2	4
BUILDING FEATURE:	tages of the first of the contract of the cont	*	
Rehab/Restoration ☒	Maintenance	Completed ☑	Proposed
CONTRACT YEAR WORK COMPLETION:			5
	01/2012		
TOTAL COST (rounded to nearest dollar):	\$9,400		
DESCRIPTION OF WORK:			
Rehabilitation of the front f	acade: this includes cha	aracter defining features wood	trim and corbels; leaded glass
windows and transom; and	the historic wooden fro	ont door. All features were rep	aired according to best
practices.	7		•
,			
•		•	
BUILDING FEATURE:		A .	anning alla (Maning Balan) Adamanda amanda kantala sana laman salah sa sa ilikuwa katala katala katala katala b
Rehab/Restoration	Maintenance	Completed 🛚	Proposed
CONTRACT YEAR WORK COMPLETION			
	_01/2012		
TOTAL COST (rounded to nearest dollar)	* · · · · · · · · · · · · · · · · · · ·		
DESCRIPTION OF WORK:		**************************************	
deficiencies that were cau	using abnormal and acc pped in certain areas th ctural steel moment fra	elerated deteriorations of the nat were exposed. Foundation mes in the garage, added engi	was encased in concrete, added
THIS SECTION TO BE COMPLETED	EXCLUSIVELY BY PLANNING DEF	PARTMENT STAFF	
Property Address:			
Block / Lot:		14	
Board of Supervisors Or	dinance Number:		

villa and the same state of th	en de la companya de La companya de la co		en de la companya de La companya de la co
	,	₩ .	
BUILDING FEATURE.	new return trademic (i) to 10 of 10	,	
Rehab/Restoration 😤	Maintenance	Completed X	Proposed C
CONTRACT YEAR WORK COMPLETION	2012		
TOTAL COST (rounded to nearest dollar): \$50.000		
DESCRIPTION OF WORK Repaired all siding that we painted all interior and ex		replaced, in kind, all sidi	ing damaged beyond repair;
	,		

7. Notary Acknowledgment Form

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

State of California	
county of: SAN-FRANCISCO	
On: Sept-03 , 2013 before me, MA	LOGK SINGH SAINI (Notay-Rub
NOTARY PUBLIC personally appeared: JEAN PAUL 1	BALAJANIA ANN CAVNESS BALAJANIA
who proved to me on the basis of satisfactory evidence to be the within instrument and acknowledged to me that he/she/ti capacity(ies), and that by his/her/their signature(s) on the ins of which the person(s) acted, executed the instrument.	ney executed the same in his/her/their authorized
I certify under PENALTY OF PERJURY under the laws of the true and correct.	State of California that the foregoing paragraph is
WITNESS my hand and official seal.	
Malwh Sain	MALCOK SAINI Commission # 1995800 Notary Public - California San Francisco County My Comm. Exc. 2 of 24, 2014
	(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 ratio of 100% (1%).
- The Amortization Component is a percentage equal to the reciprocal of the remaining life of the structure and is set at the discretion of the County Assessor for each individual property. In this example the remaining life of the building is 60 years and the improvements represent 45% of the total property value. The amortization component is calculated thus: 1/60 = .0167 x .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 Tex Calculation
Current Assessed Value = \$2,283,510
Current Tex Rate = X 1.167%
Current Property Texes = @26,652

Assessment Using Milio Act Valuation Methodology

Potential Annual Gross Income Using Market Rent (\$10,000 per month X 12 months)	\$120,000
Estimated Vacancy and Collection	(\$2,400)
Loss of 2%	
Effective Gross Income	\$117,600
Less Operating Expenses (Le.	(\$17,640)
uțilities, insurance, maintenance,	
management)	
Net Income	\$99,960
Restricted Capitalization Rate	10.67%
Historical Property Value	\$936,832
Current Tax Rate	X 1.157%
New Tex Calculation	\$10,933

Property Tax Savings

\$15,719

PROPERTY ADDRESS: 64 Pierce Street San Francisco, CA 94117

PROPERTY DESCRIPTION: Single Family Home

OWNER OCCUPIED: YES X NO []

STEP 1: Determine Annual Income of Property

1. Monthly Rental Income	\$ \$ 10,000	For owner-occupied properties estimate a monthly remail income. Include all potential sources of income (filming, advertising, phobs shoots, billboard rentals, etc.)
2. Annual Rental Income	\$ 120,000	Multiply Line 1 by 12
3. Deduction for Vacancy	\$ 114,000	5% (subtract %5 from line 2)

STEP 2: Calculate Annual Operating Expenses

ential operation expenses (1911)	aj Taniju (j. 1777.)	Harris Transcott State of the S
4. Insurance	\$ 2,994	Fire. Liability, etc.
5. Utilities	\$ 9,000	Water, Gas, Electric, etc
6. Maintenance*	\$ 3,600	Mishtenance includes: Painting, planting, electrical, gardening, cleaning, mechanical, beating repairs, structural repairs, security, and properly management.
7. Management*	\$ 0	
8. Other Operating Expenses	\$ 300	Security services, etc. Provide treakdown on separate street.
9. Total Expenses†	^{\$} 15,894	Add Lines 4 Brough 8

Provide breakdown on separate sheet.)
† Annual operating expenses do not include mortgage payments, properly taxes, depletion charges, corporate income taxes or interest on funds invested in the property.

STEP 3: Determine Annual Net Income

		- Lucien 1972 State
9. Net Operating Income	\$ 00.100	Ling 2 minus Line 9
At the pastern motern setting errorses	[₹] 98,106	

If calculating for commercial property, provide the following back-up documentation where applicable;
 Rent Roll (include rent for on-site manager's unit as income if applicable)
 Maintenance Records (provide detailed break-down; all costs should be recurring annually)
 Management Expenses (include expanse of on-site manager's unit and 5% off-site management fee; and desortbe other management costs.

STEP 4: Determine Capitalization Rate

		The state of the s
10. Interest Component	6.50%	As determined by the State Board of Equalization for 2009/2010
11. Historic Property Risk Component	4%	Single-family home = 4% All other property = 2%
12. Property Tax Component	1%	.01 times the assessment ratio of 100%
13. Amortization Component (Reciprocal of We of property)	5%	If the life of the improvements is 20 years Usa 100% x 1/20 = 5%
14. Capitalization Rate	13.75%	Add Lines to through 13

STEP 5: Calculate New Assessed Value

Sec Ashessa catalogical		
15. Mills Act Assessed Value	\$	Line 9 divided by Line 14
	713,498	

STEP 6: Determine Estimated Tax Reduction

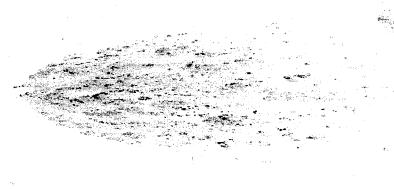
16. Current Tax (Exclude voter Indebtedness, direct assessments, tax rate areas and special districts) 16. Current Tax (Exclude voter Indebtedness, direct assessments, tax rate areas and special districts)	\$ 24,886.40	General tax levy only - do not include voted indebtedness or other direct assessments
17. Tax under Mills Act	\$ 7,134.98	Line 15 x .01
18. Estimated Tax Reduction	\$ 17,751.42	Une 16 minus Line 17

The Assessor Recorder's Office may request additional information. A timely response is required to maintain hearing and review schedules.

Application Checklist to be Submitted with all Managels

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

		****	a allo
1	Historical Property Contract Application	YES 🔀	NO 🗍
	Have all owners signed and dated the application?		
2	Priority Consideration Criteria Worksheet	YES 🔀	№ □
	Have three priorities been checked and adequately justified?		
3	Exemption Form & Historic Structure Report	YES 🔀	NO 📋
	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?		
4	Draft Mills Act Historical Property Agreement	YES 🔀	NO 🗆
	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?		
5	Notary Acknowledgement Form	YES X	NO 🗆
	Is the Acknowledgement Form complete?		
	Do the signatures match the names and capacities of signers?		-
6	Draft Rehabilitation/Restoration/Maintenance Plan	YES 🔀	NO 🗍
	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?	*	
7	Historical Property Tax Adjustment Worksheet	YES 🔀	NO.
	Did you provide back-up documentation (for commercial property only)?	,	Strain Strain
8	Photographic Documentation	YES 🔀	NO []
	Have you provided both interior and exterior images?		. *
	Are the images properly labeled?		
9	Site Plan		
•	Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?	YES Z	№]
10	Tax Sill	YES X	NO 🗀
	Did you include a copy of your most recent tex bill?		· · · · · · · · · · · · · · · · · · ·
11	Payment	YES X	NO T
	District Institute a standismove file in the Complete in the C	* 1	



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

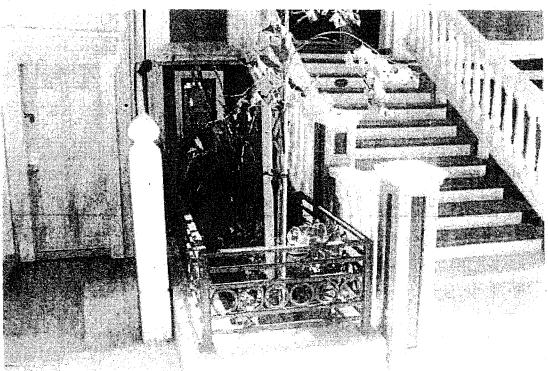
TEL: 415.558.6378 FAX: 415.558.6409 WEB: http://www.sfptanning.org

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

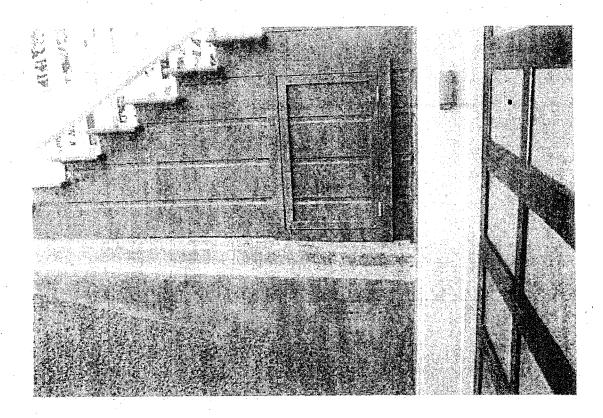
TEL: 415.559.6377
Planning staff are available by phone end at the PIC phayor his appointment is necessary



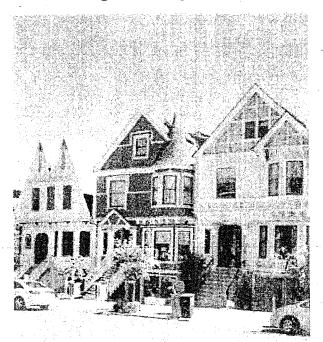
64 Pierce Street facade



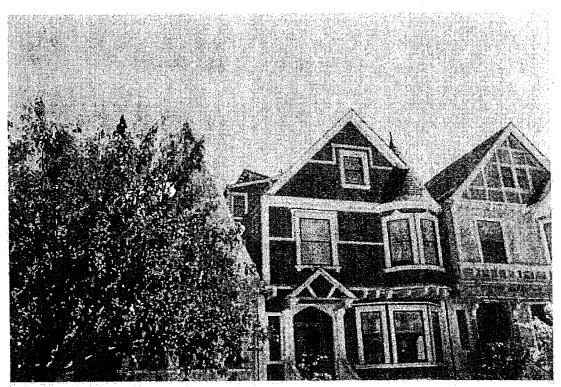
Front stair and planter box with stucco finish and fronwork surround



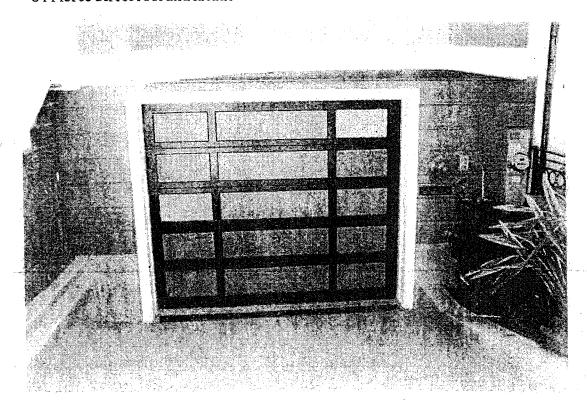
Siding below entry stair, stucco wall finish and permeable concrete driveway



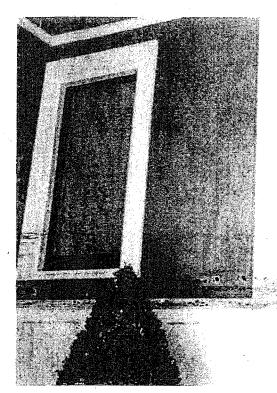
64 Pierce Street roof and facade

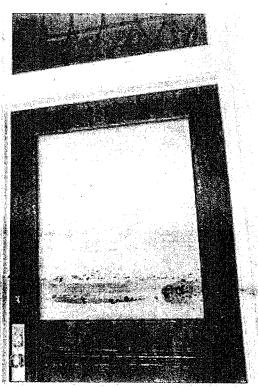


64 Pierce Street roof and facade



Garage door, trench drain and permeable concrete driveway

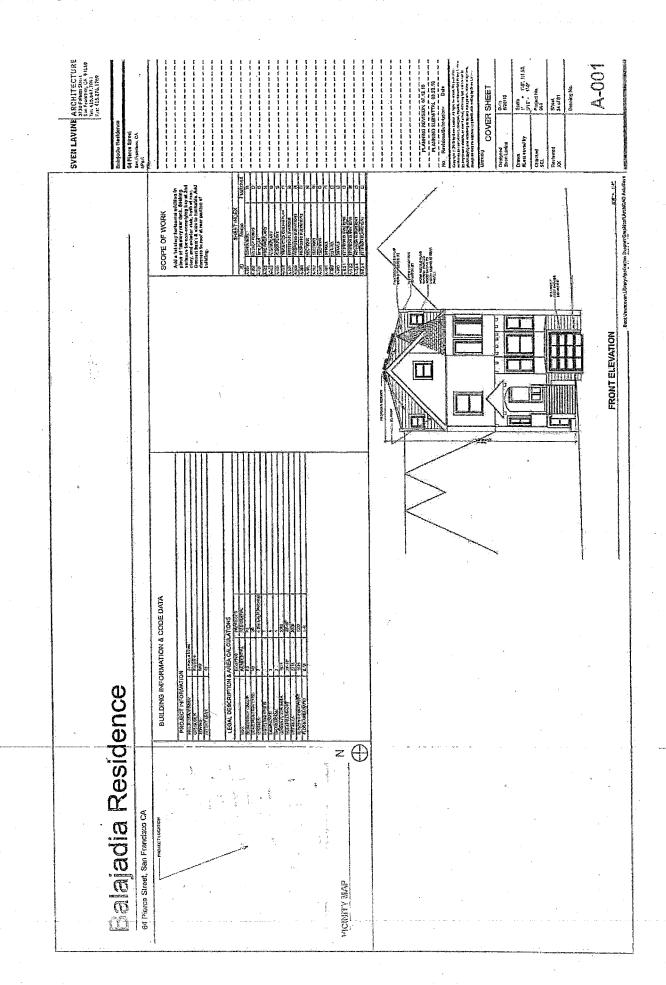


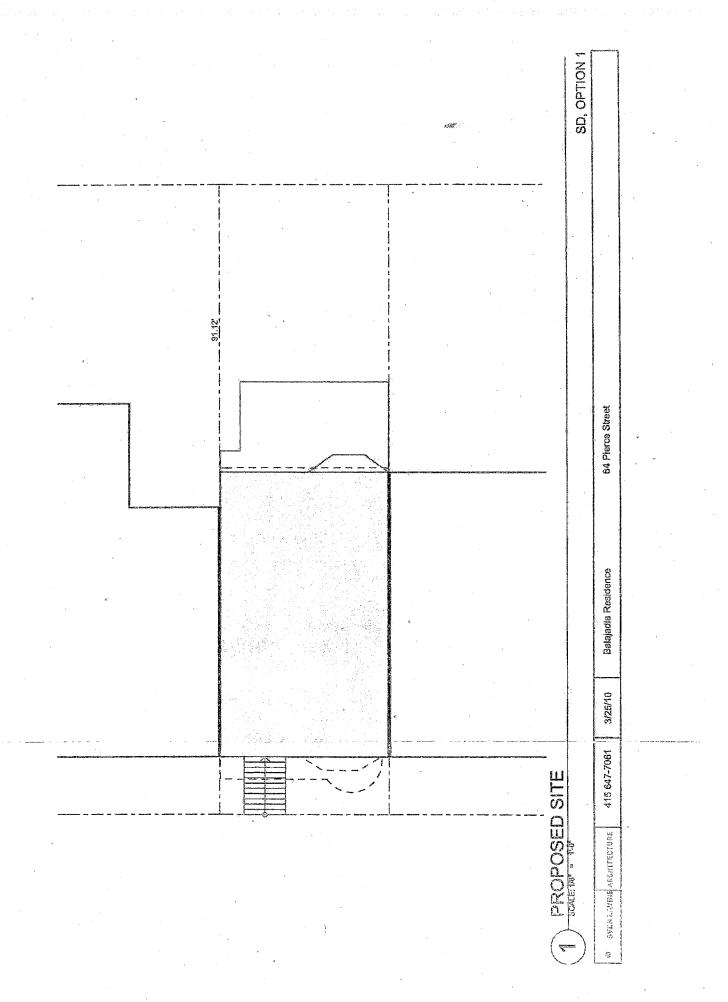


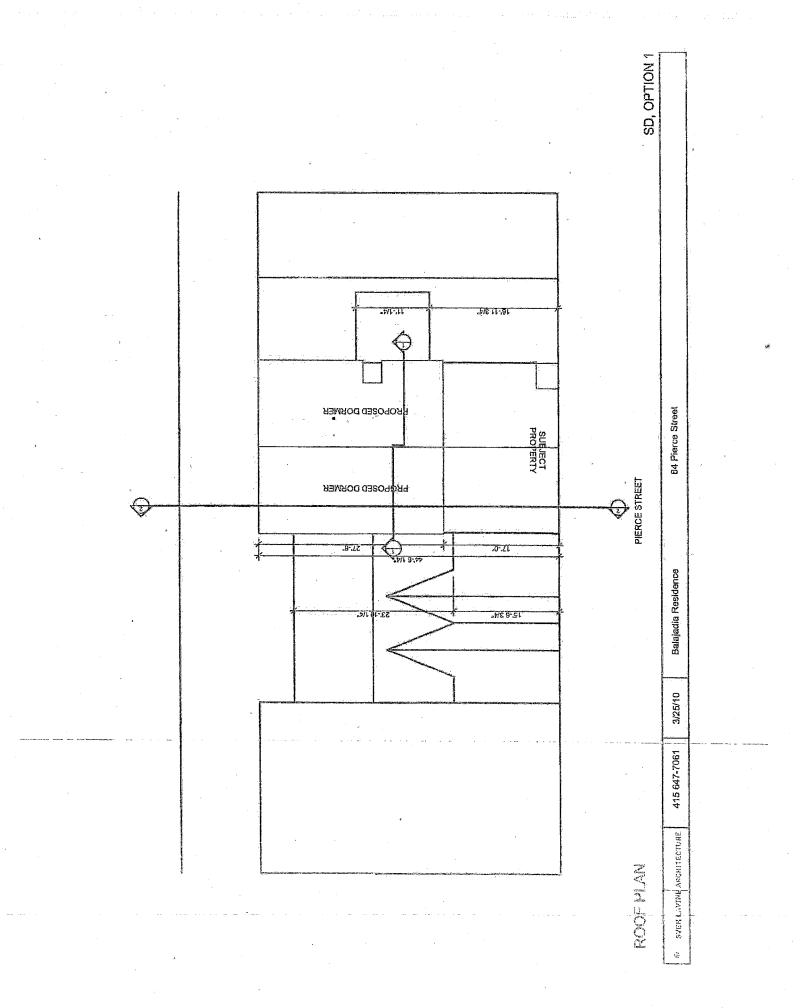
Front entry vestibule with seating area and operable window above door with decorative ironwork.

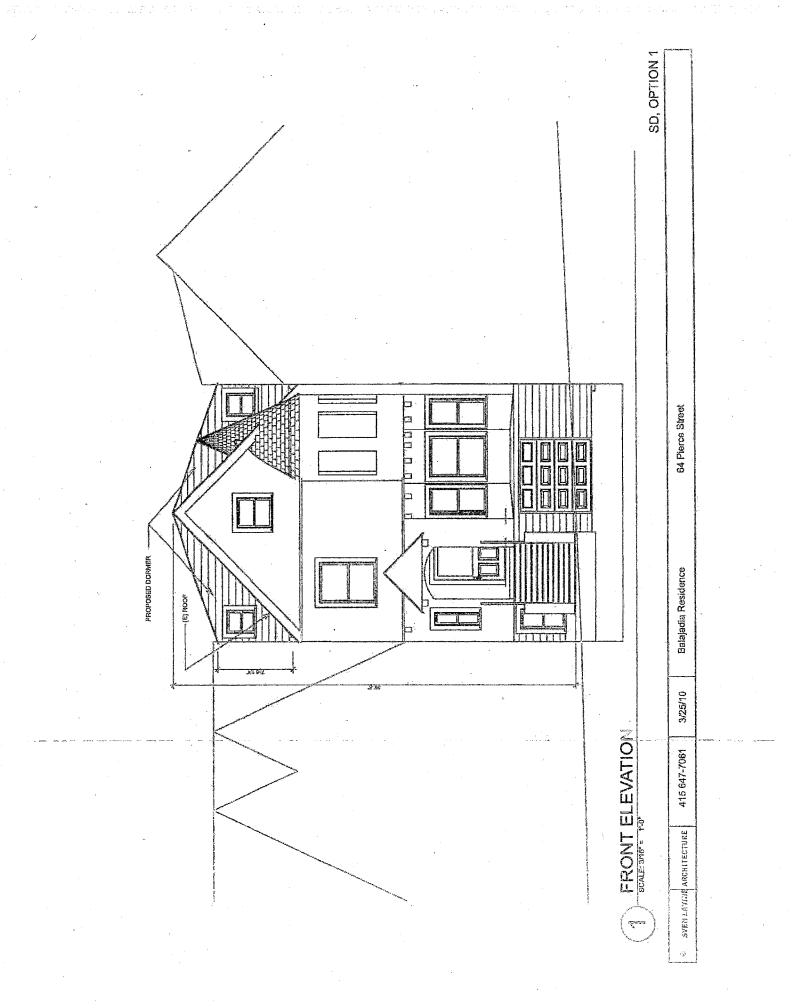


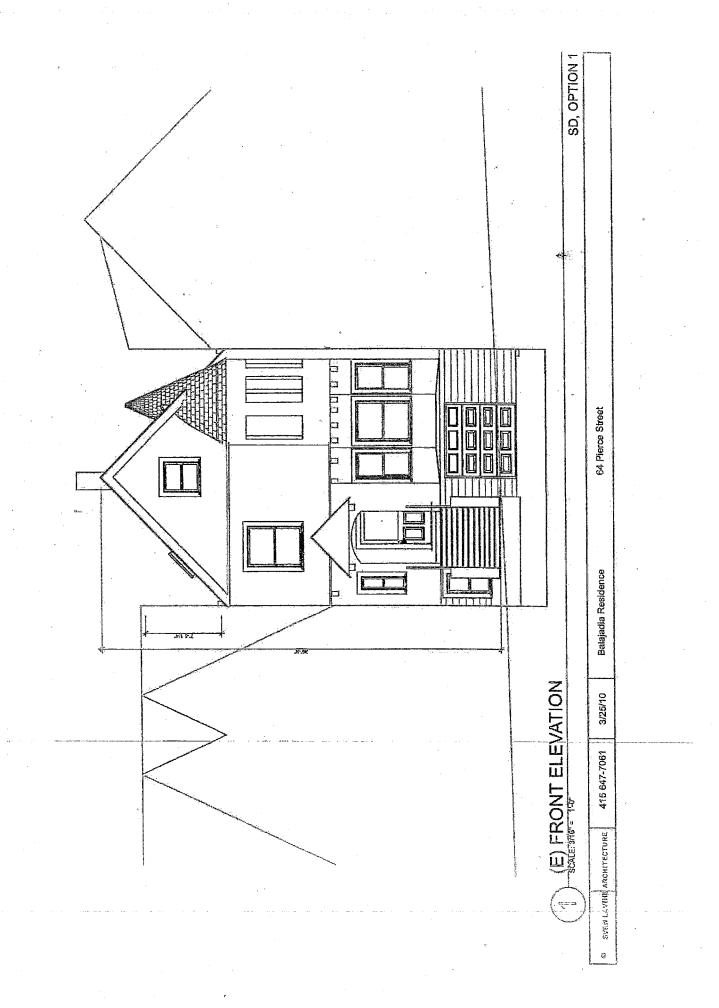
Front door and entry vestibule

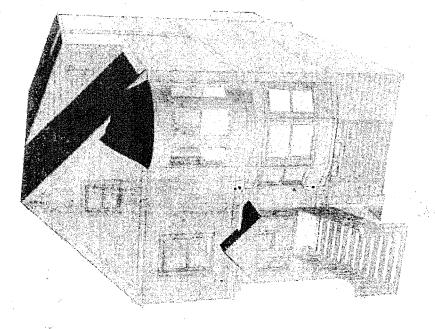












PERSPECTIVE FROM ACROSS THE STREET. You start to see the dormer at street level from about 70 feet away.

THE REAL PROPERTY OF THE PROPE		Marie Commission of the Commis
A STATE OF THE PROPERTY OF THE	64 Pierce Street	
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The state of the s	415 647-7061	
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identidadesinate	SYCH L. VINS	MMMMMMM mannananananananananananananananananana



SECURED PROPERTY TAX BILL 2012 - 2013

FOR FISCAL YEAR BEGINNING July 1, 2012 AND ENDING June 30, 2013

City and County of San Francisco - José Cisneros, Treasurer and Tax Collector - WWW SFTREASURIE ORG

W	FR	NET	COL	PΥ

VOL	BLOCK NO.	LOT NO.	ACCOUNT NO.	TAX BILL NO. TAX RATE PROPERTY LOCATION
06	0865	015	086500150	036967 1.1691 % 54 PIERCE ST
Assessed o	n January 1, 2012	eren istan eren bagadet Mestisa i Fr	and the second s	INFORMATION
				Property Valuation: 415-554-5596 (Assessor-Recorder) Homeowner's/Other Exemptions: 415-554-5596 (Assessor-Recorder) Current Year Taxes: 415-554-4400 (Taxpayer Assistance) Prior Year Delinquencies: 415-554-4499 E-mail: Treasurer Tax Collector distroyorg
	*.			PAYMENT OPTIONS
			*	Ouline: http://www.sftreasurenore.(VISA, Mastercard, Discover or

AMEX credit cards, Star, NYCE or PULSE debit cards, E-check)
In Person: City Hall (Check, Cash)
Phone: 1-800-890-1950 (VISA, Mastercard, Discover, or AMEX credit cards, Star, NYCE or PULSE debit cards)

ASSESSMENT INFORMATION

ASSESSMENT	FULL VALUE	TAX RATE	TAX AMOUNT	
LAND	\$1,092,000.00	1.1691 %	\$12,766.57	
IMPR/STRUCTURAL	\$468,000.00		\$5,471.38	
IMPR/FIXTURES	\$0.00	4	\$0.00	`
PERSONAL PROPERTY	\$0.00		\$0.00	
GROSS TAXABLE VALUE	\$1,560,000.00		\$18,237.96	
LESS: EXEMPTIONS		•		
HOMEOWNER'S	\$0.00		\$0.00	
OTHER	\$0.00		\$0.00	
NET TAXABLE VALUE	\$1,560,000.00		\$18,237.96	
DIRECT CHARGES AND/OR (Call For Information)	SPECIAL ASSESSMENTS:			
CODE	TYPE	PHONE NO.		
29	Rent Stabilization Fee	(415) 554-4452	\$29.00	
89	SFUSD Facilities District	(415) 355-2203	\$33.30	
98	SF – Teacher Support	(415) 355-2203	\$213.90	
	TOTAL DIRECT CHARGES	AND SPECIAL ASSESSMENTS	\$276.20	
UE NOVEMBER 1, 2012	DUE FEBRUAF	RYT, 2013		·, ·

DUE NOVEMBER 1, 2012 FIRST INSTALLMENT: \$9,257.08 DUE FEBRUARY T, 2013 SECOND INSTALLMENT: \$9,257.08

TOTAL DUE: \$18,514.16

2012 - 2013 CITY AND COUNTY OF SAN FRANCISCO TAX SECOND INSTALLMENT PAYMENT STUB 2012 - 2013 PROPERTY LOCATION TAX BILL NO. TAXRATE VOL LOT NO. BLOCK NO. 64 PIERCE ST 0865 015 036967 1.1691 % 06 PAYMENTS WITH LATE U.S. POSTAL SERVICE POSTMARKS WILL BE RETURNED FOR PENALTY. Make check payable to SF Tax Collector and include block & lot numbers PAY THIS AMOUNT IF PAYMENT IS MADE BY APRIL 10, 2013 on your check BRING TO: \$0.00 MAIL TO: City Hall, Room 140 SF Tax Collector's Office 1 Dr. Carlton B. Goodlett Place P.O. Box 7426 San Francisco, CA 94102 San Francisco, CA 94120-7426 AFTER APRIL 10, 2013 ADD: REMINDER: \$925.70 Check if contributions to Arts Fund is enclosed. 10% PENALTY For other donation opportunities, goto AND \$45.00 COST \$45,00 www.Cive2SF.org. TOTAL DELINQUENT \$10,227.78 KEEP THIS NO. 2 STUB AND RETURN WITH YOUR 2nd INSTALLMENT PAYMENT. 2012 - 2013 CITY AND COUNTY OF SAN FRANCISCO TAX FIRST INSTALLMENT PAYMENT STUB 2012 - 2013 PROPERTY LOCATION TAXRATE VOL BLOCK NO. LOT NO. TAX BILL NO. 64 PIERCE ST 036967 ... 1.1691 % 06 0865 015 PAYMENTS WITH LATE U.S. POSTAL SERVICE POSTMARKS WILL BE RETURNED FOR PENALTY. Make check payable to SF Tax Collector and include block & lot numbers PAY THIS AMOUNT IF PAYMENT IS MADE BY DECEMBER 10, 201 on your check \$0.00 BRING TO: MAIL TO: SF Tax Collector's Office City Hall, Room 140 1 Dr. Carlton B. Goodlett Place P.O. Bex 7426 San Francisco, CA 94102 San Francisco, CA 94120-7426 AFTER DECEMBER 10, 2012 ADD: REMINDER: 10% PENALTY \$925.70 Check if contributions to Arts Fund is enclosed. For other donation opportunities, goto TOTAL DELINQUENT \$10,182.78 www.Give2SF.org.. DETACH AND RETURN THIS NO. I STUB WITH YOUR 1st INSTALLMENT PAYMENT.

FORM SFEC-126: NOTIFICATIONOF CONTRACT APPROVAL

(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information (Please print clearly.)

City Elective Officer Information (Flease print clearly.)	
Name of City elective officer(s):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors
Contractor Information (Please print clearly.)	
Name of contractor:	
Jean Paul and Ann Balajadia	
Please list the names of (1) members of the contractor's board of direct	ctors; (2) the contractor's chief executive officer chief
financial officer and chief operating officer; (3) any person who has a	n ownership of 20 percent or more in the contractor: (4)
any subcontractor listed in the bid or contract; and (5) any political co	ommittee sponsored or controlled by the contractor. Use
additional pages as necessary.	
Jean Paul and Ann Balajadia, property owners	
ocan radi and Ann Daiajadia, property owners	
Contractor address:	
64 Pierce Street San Francisco, CA 94117	·
(By the SF Board of Supervisors)	Amount of contracts: \$
Describe the nature of the contract that was approved:	\$(18,725 estimated annual property tax savings)
Mills Act Historical Property Contract	
Comments:	
•	
his 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 Franci	ISCO Board of Supervisors Name of Board
The board of a state agency (Health Authority, Housing Authority	
Board, Parking Authority, Redevelopment Agency Commission,	Polocetian Appeals Board Treasure I.1.
Development Authority) on which an appointee of the City elective	ve officer(s) identified on this form site
e ever opinione reactions y on which an appointed of the Orty clock	ve officer(s) identified on this form sits
Print Name of Board	
Filer Information (Please print clearly.)	
Name of filer:	Contact telephone number:
Angela Calvillo, Clerk of the Board	(415) 554-5184
Address:	E-mail:
City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA	94102 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 of	or Clerk) Date Signed

•
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