

File No. 180988

Committee Item No. 6

Board Item No. 42

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: November 7, 2018

Board of Supervisors Meeting:

Date: Nov. 13, 2018

#### Cmte Board

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

#### OTHER

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Presentation - November 7, 2018</u>  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Case Report - 2018 Mills Act Applications</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>HPC Reso. No. 994 - October 3, 2018</u>       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Rehabilitation and Maintenance Plans</u>      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Assessor's Mills Act Valuation</u>            |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Mills Act Application Documents</u>           |

Prepared by: John Carroll

Date: November 2, 2018

Prepared by: John Carroll

Date: November 8, 2018

1 [Mills Act Historical Property Contract - 811 Treat Avenue]

2  
3 **Resolution approving an historical property contract between Golden Gate**  
4 **Properties LLC, the owner of 811 Treat Avenue, and the City and County of San**  
5 **Francisco, under Administrative Code, Chapter 71; and authorizing the Planning**  
6 **Director and the Assessor-Recorder to execute and record the historical property**  
7 **contract.**

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

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

16 WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in  
17 File No. 180988, is incorporated herein by reference, and the Board herein affirms it; and

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

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

1           WHEREAS, 811 Treat Avenue is individually listed on the National Register of Historic  
2 Places and thus qualifies as an historical property as defined in Administrative Code,  
3 Section 71.2; and

4           WHEREAS, A Mills Act application for an historical property contract has been  
5 submitted by Golden Gate Properties LLC, the owners of 811 Treat Avenue, detailing  
6 rehabilitation work and proposing a maintenance plan for the property; and

7           WHEREAS, As required by Administrative Code, Section 71.4(a), the application for  
8 the historical property contract for 811 Treat Avenue was reviewed by the Assessor's Office  
9 and the Historic Preservation Commission; and

10           WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
11 has provided the Board of Supervisors with an estimate of the property tax calculations and  
12 the difference in property tax assessments under the different valuation methods permitted by  
13 the Mills Act in its report transmitted to the Board of Supervisors on October 10, 2018, which  
14 report is on file with the Clerk of the Board of Supervisors in File No. 180988 and is hereby  
15 declared to be a part of this Resolution as if set forth fully herein; and

16           WHEREAS, The Historic Preservation Commission recommended approval of the  
17 historical property contract in its Resolution No. 994, including approval of the Rehabilitation  
18 Program and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of  
19 the Board of Supervisors in File No. 180988 and is hereby declared to be a part of this  
20 Resolution as if set forth fully herein; and

21           WHEREAS, The draft historical property contract between Golden Gate Properties  
22 LLC, the owner of 811 Treat Avenue, and the City and County of San Francisco is on file with  
23 the Clerk of the Board of Supervisors in File No. 180988 and is hereby declared to be a part of  
24 this Resolution as if set forth fully herein; and  
25

1           WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
2 Administrative Code, Section 71.4(d) to review the Historic Preservation Commission's  
3 recommendation and the information provided by the Assessor's Office in order to determine  
4 whether the City should execute the historical property contract for 811 Treat Avenue; and

5           WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
6 owner of 811 Treat Avenue with the cost to the City of providing the property tax reductions  
7 authorized by the Mills Act, as well as the historical value of 811 Treat Avenue and the  
8 resultant property tax reductions, and has determined that it is in the public interest to enter  
9 into a historical property contract with the applicants; now, therefore, be it

10           RESOLVED, That the Board of Supervisors hereby approves the historical property  
11 contract between Golden Gate Properties LLC, the owner of 811 Treat Avenue, and the City  
12 and County of San Francisco; and, be it

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

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

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
811 TREAT AVENUE  
SAN FRANCISCO, CALIFORNIA**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Golden Gate Properties LLC ("Owners").

**RECITALS**

Owners are the owners of the property located at 811 Treat Avenue, in San Francisco, California (Block 3613, Lot 053). The building located at 811 Treat Avenue is individually listed on the National Register of Historic Places (the "Historic Property"). The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost sixty-seven thousand dollars (\$67,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately two thousand, one hundred dollars (\$2,100.00) annually (See Maintenance Plan, Exhibit B).

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

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

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

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

2. Rehabilitation of the Historic Property. Owners will undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") according to certain standards and requirements. Those standards and requirements include, but are not limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. Owners will (a) apply for any necessary permits no more than six (6) months after the date this Agreement is recorded, (b) commence the work within six (6) months of receipt of necessary permits, and (c) complete the work within three (3) years from the date of receipt of permits. Upon written request by Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. The work will be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work may result in cancellation of this Agreement as set forth in Paragraphs 11 and 12 below.

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

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

5. Insurance. Owners will obtain and maintain adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and will submit evidence of that insurance to City upon request.

6. Inspections and Compliance Monitoring. Before entering into this Agreement Owners have allowed, and every five years during the Term (defined in Paragraph 7 below) upon seventy-two (72) hours advance notice Owners will allow any representative of City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the term of this Agreement, Owners will provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement will be effective on the recording date for a term of ten years from that date ("Term"), as it may be extended. As provided in Government Code section 50282, one year will be added automatically to the Term on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 below.

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

9. Notice of Nonrenewal. If in any year of this Agreement either Owners or City desire not to renew this Agreement, then that party will serve written notice on the other party before the annual renewal date. Owners must serve the written notice of nonrenewal to City at least ninety (90) days before the date of renewal. City must serve the written notice of non-renewal to Owners at least sixty (60) days before the date of renewal. If City elects not to renew the Agreement, then the Board of Supervisors must make City's determination that this Agreement will not be renewed and send a notice of nonrenewal to Owners. Upon receipt by Owners of a notice of nonrenewal from City, Owners may make a written protest. At any time before the renewal date, the City's Board of Supervisors may withdraw its notice of nonrenewal. If either party serves a notice of nonrenewal of this Agreement, this Agreement will remain in effect for the remaining balance of the Term. If either party elects not to renew this Agreement, then the electing party may cause a notice of nonrenewal in the form attached as Exhibit C to this Agreement to be completed and recorded. Upon the expiration of this Agreement, City will assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners will pay property taxes to City based upon that valuation as of the date of expiration.

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

11. Default. If City determine that any of the following have occurred, City will give Owners written notice by registered or certified mail specifying the failure:

(a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with Paragraph 2 above;

(b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with Paragraph 3 above;

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

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

12. Cancellation. If the Board of Supervisors determines that an event of default has occurred and elects to cancel the contract, then Owners will pay a cancellation fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor will determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee will be paid to the City Tax Collector at such time and in such manner as City may prescribe. As of the date of cancellation, Owners will pay property taxes to City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name), Assessor-Recorder

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name), Director of Planning

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name), Deputy City Attorney

OWNERS

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name/title), Golden Gate Properties LLC, Owner

By: \_\_\_\_\_ (signature) DATE: \_\_\_\_\_  
\_\_\_\_\_ (name/title), Golden Gate Properties LLC, Owner

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

## Exhibit A: Rehabilitation/Restoration Plan for 811 Treat Avenue

### #1 Building Feature: Horizontal wood siding, wood trim and wood decorative features

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2018

Total Cost: \$1,500

#### Description of Work:

The exterior horizontal wood siding, wood trim and exterior wood decorative features of the Main House and Raised Room including the porch and front stair were in fair condition. All exterior wood elements were evaluated for repair. Missing elements were recreated to match existing similar. Broken elements were repaired with a wood patch if larger than 2" or epoxy if smaller. All rot was removed and patched or repaired. Best preservation practices were be utilized. Work was performed by qualified persons with experience with historic wood elements and was in conformance with NPS Preservation Brief #45 *Preserving Historic Wood Porches*.

### #2 Building Feature: Exterior paint

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2018

Total Cost: \$64,500

#### Description of Work:

The Main House and Raise Room was repainted once repairs were completed. Best preservation practices will be utilized. Work will be performed by qualified persons with experience with historic buildings and will be in conformance with NPS Preservation Brief #10 *Exterior Paint Problems on Historic Woodwork*.

### #3 Building Feature: Replace non-original garage door

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2019

Total Cost: \$7,700

#### Description of Work:

A non-original garage door was at the end of the driveway to the north of the Main House and below the Raised Room. It will be removed and replaced with a carriage style wood garage door that is more compatible. Best preservation practices will be utilized. Work will be performed by qualified persons with experience with historic buildings.

### #4 Building Feature: Decorative glass restoration

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2019

Total Cost: \$2,000

#### Description of Work:

The decorative glass in one panel of the double front doors of the Main House is partially missing. This element is to be recreated by a qualified artisan experienced with Victorian-era etched glass.

#5 Building Feature: Roof

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2022

Total Cost: \$20,000

Description of Work:

The roof of the Main House and Raised Room is nearing the end of its material life and is due to be replaced. The size, shape and configuration of the roof will be retained. Best preservation practices will be utilized during installation of the new roofing material to protect existing features to remain from damage. Work will be performed by qualified persons with experience with historic buildings.

**Exhibit B: Maintenance Plan for 811 Treat Avenue**

#3 Building Feature: Foundation and structure

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$100

Description of Work:

Each year the building will be inspected for cracks. Any cracks found in the concrete foundation or slab or diagonal cracks found on the interior drywall will be recorded. A crack gauge will be installed on cracks larger than a 1/4". If movement is recorded a structural engineer will be brought in to determine cause.

#6 Building Feature: Roof, gutters and drains

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$500

Description of Work:

The roof, gutters and drains of the Main House and Raised Room are to be inspected and cleaned every year. Debris is to be removed. Standing water is to be drained and the drainage issue resolved. Material deterioration is to be repaired. Drain and gutter attachments are to be checked and reattached if necessary. Evidence of leaks or standing water are to be addressed. Best preservation practices will be utilized during inspection to protect existing features from damage. Work will be performed by qualified persons with experience with historic buildings.

#7 Building Feature: Wood Windows and Doors

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$1,000

Description of Work:

The exterior of the windows and doors of the Main House and Raised Room will be cleaned annually by hand. Limited water will be used. There will be no power washing. Each window will be checked for operation as much as possible but annually at a minimum. Any issue with the original windows, such as broken sash cord or detached weight will be addressed by qualified persons with experience with historic wood windows and in conformance with NPS Preservation Brief #9 *The Repair of Historic Wooden Windows*. Any sign of water on the interior of any of the windows will be addressed immediately. Wood repairs will be made in kind. Hardware for the windows and doors will be lubricated regularly and replacement hardware should be in kind or era-appropriate.

#8 Building Feature: Wood stairs and porch

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$500

Description of Work:

The painted wood stair and decks will be cleaned every year using limited water. No pressure washing will be done. Best preservation practices will be utilized to protect other features from damage and work will be performed by qualified persons with experience with historic buildings. Repaint where paint is failing. The underside of all decks and stairs will be inspected for mold and rot. If found, the wood will be repaired or replaced.

#9 Building Feature: Horizontal wood siding, wood trim and wood decorative features

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Every five years

Total Cost: \$500

Description of Work:

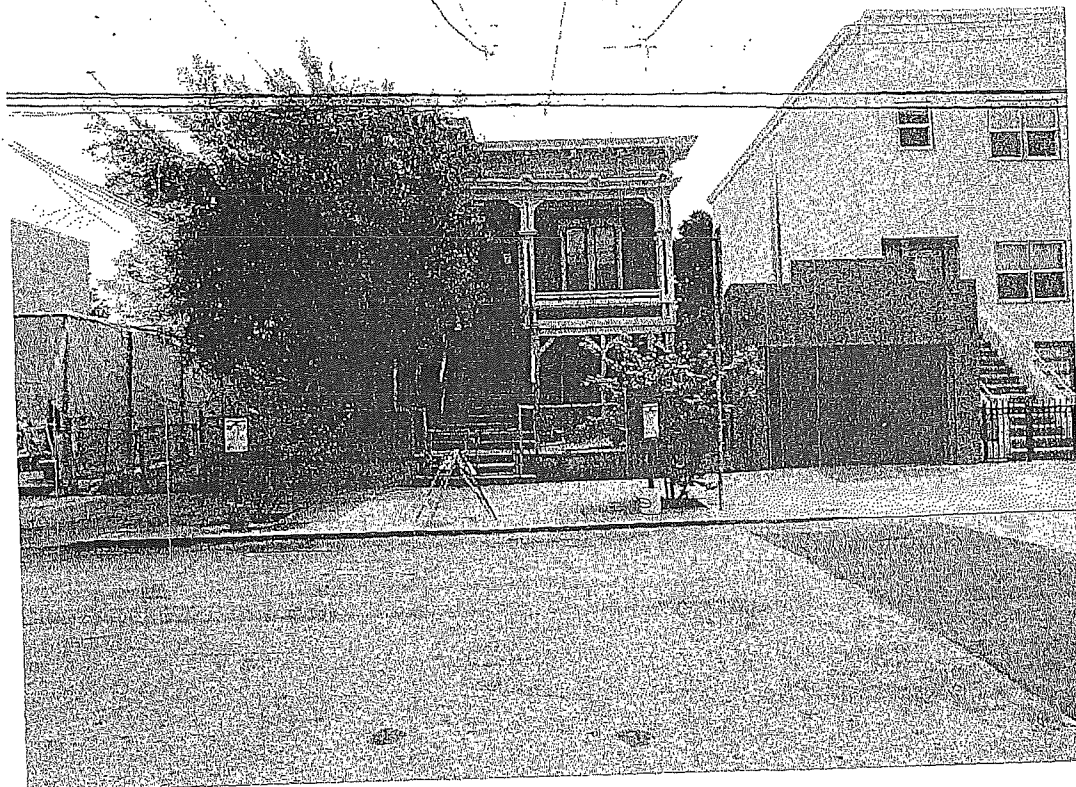
Inspect horizontal wood siding, wood trim, and decorative wood features. Should the paint show failure in any location a qualified person with experience with historic buildings will assess the cause of the problem in conformance with NPS Preservation Brief #10 *Exterior Paint Problems on Historic Woodwork*. Deteriorated wood will be replaced in kind as necessary. Every five years the exterior wood work will be very gently cleaned of dirt and debris by hand and without the use of excessive water. The work will be performed by qualified persons with experience with historic buildings.

## 7. Other Information

### Photographs





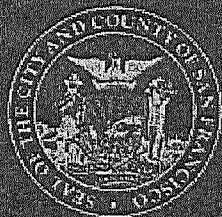


# 2018 Mills Act Contracts

Government Audit and Oversight Committee Review

November 7, 2018

4370



**SAN FRANCISCO  
PLANNING DEPARTMENT**

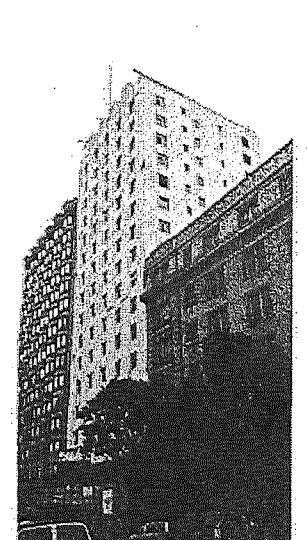
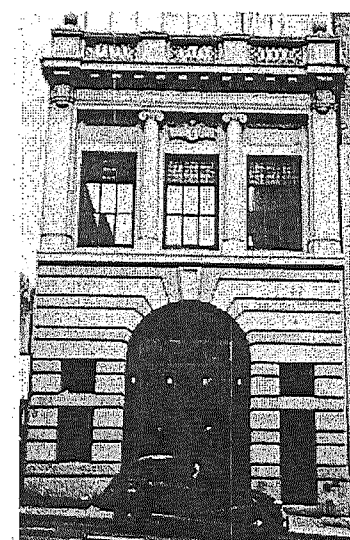
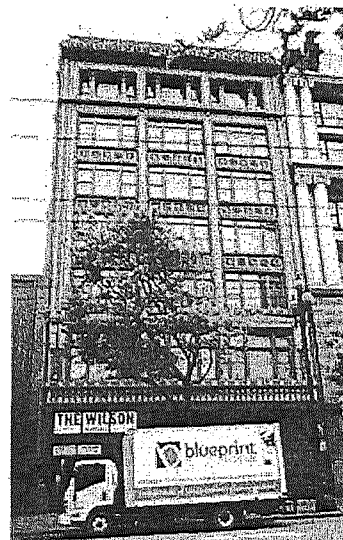
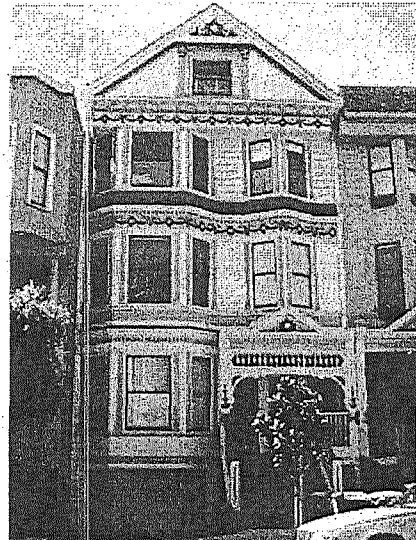
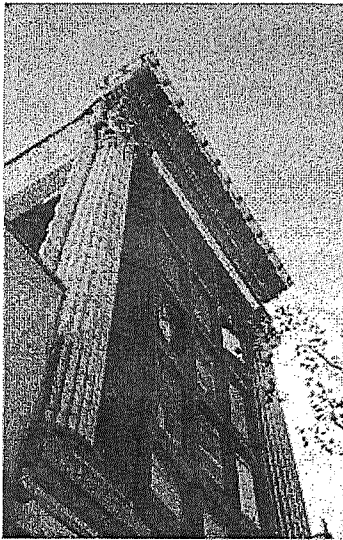
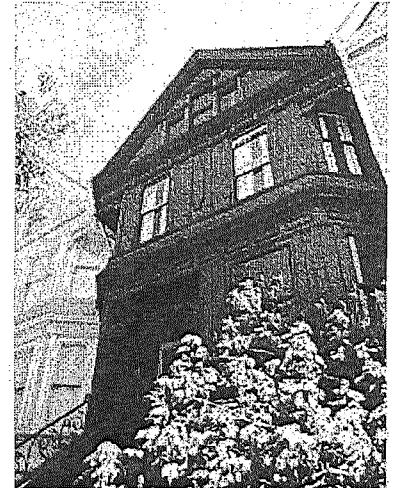
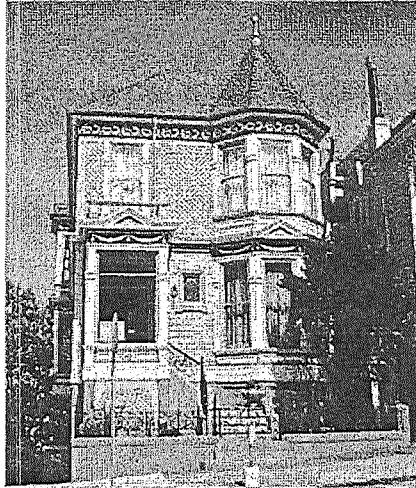
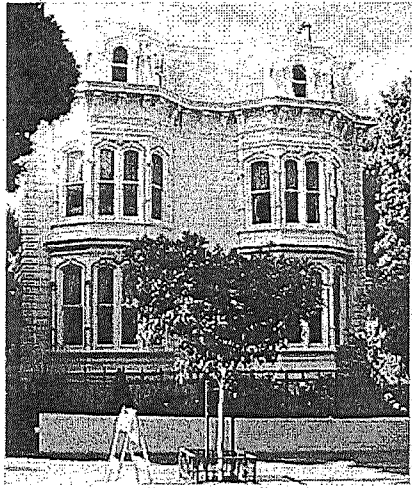
# What is the Mills Act?

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



# Active Mills Act Contracts

4372



# 2019 Mills Act Application Changes

1. Qualified historic properties must also meet **Priority Consideration Criteria** in order to be considered for a Mills Act Contract:
  - (a) Necessity
  - (b) Investment
  - (c) Distinctiveness
  - (d) Legacy Business
  - (e) Recently Designated City Landmarks (requires amendment to Administrative code)
  
2. Properties with **outstanding violations are not eligible to apply** for the Mills Act.
  
3. Mills Act Contracts must include **minimum scopes of work**, such as seismic work, accessibility, and life safety improvements.

4373



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

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



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



4375

District 2



353 Kearny Street (built 1907)

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



4376

District 3





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

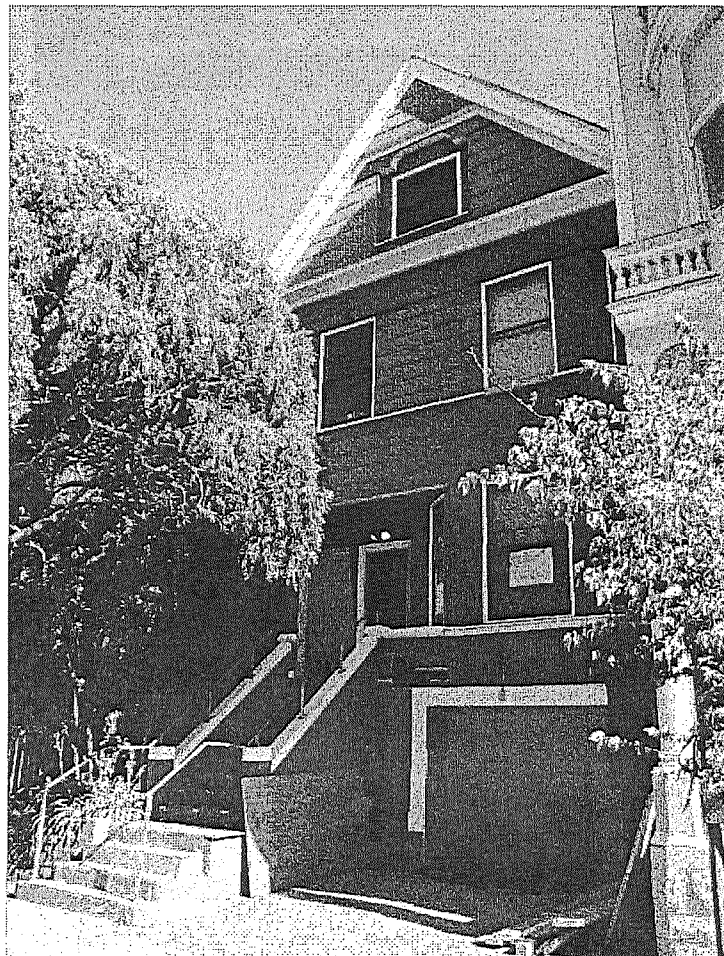


District 5



4377

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

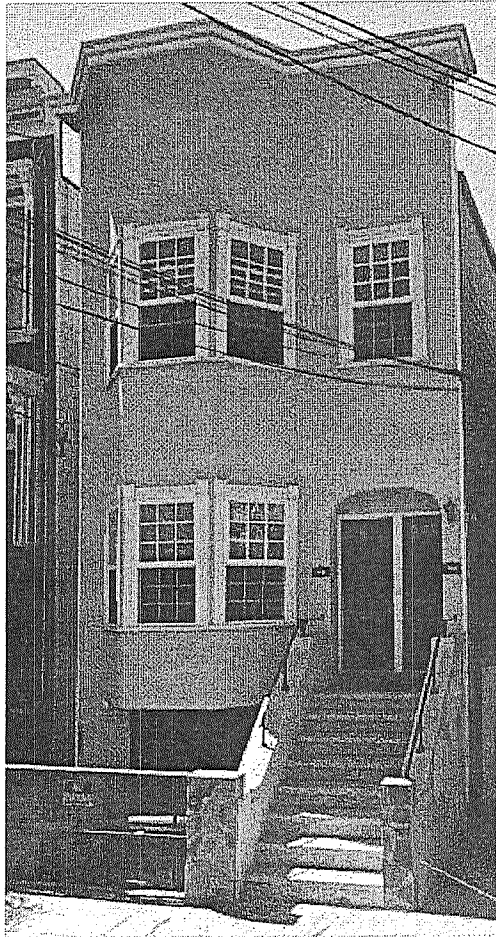


District 8

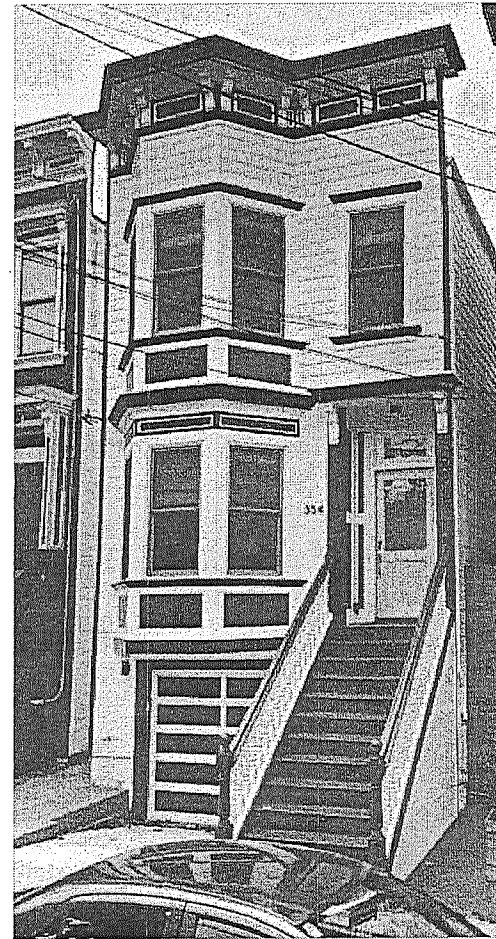
4378



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



Prior to rehabilitation.



Existing condition.  
Rehabilitation completed 2015-2016.



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



4380

District 9



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

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

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

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

(c) Lease-up \$140,000

4381

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

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

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



**SAN FRANCISCO  
PLANNING DEPARTMENT**

**Mills Act Historical Property Contracts  
Case Report**

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

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

- a. *Filing Date:* May 1, 2018  
*Case No.:* 2018-006629MLS  
*Project Address:* 2253 Webster Street (District 2)  
*Landmark District:* Contributor to the Webster Street Historic District  
*Zoning:* RH-2 (Residential-House, Two-Family District)  
*Height & Bulk:* 40-X  
*Block/Lot:* 0612/001  
*Applicant:* Virginia Hong Revoc Living Trust  
2253 Webster Street  
San Francisco, CA 94115
  
- b. *Filing Date:* May 1, 2018  
*Case No.:* 2018-006717MLS  
*Project Address:* 353 Kearny Street (District 3)  
*Landmark District:* Category IV–Contributory Building to Kearny-Market-Mason-Sutter  
Conservation District  
*Zoning:* C-3-O – Downtown-Office  
*Height and Bulk:* 80-130-F  
*Block/Lot:* 0270/001  
*Applicant:* Pine Kearny LLC  
590 Pacific Avenue  
San Francisco, CA 94133
  
- c. *Filing Date:* May 1, 2018  
*Case No.:* 2018-006796MLS  
*Project Address:* 465-467 Oak Street (District 5)  
*Landmark District:* Contributor to the California Register of Historical Places-listed  
Hayes Valley Residential Historic District  
*Zoning:* RTO (Residential Transit Oriented District)  
*Height and Bulk:* 40-X  
*Block/Lot:* 0840/017  
*Applicant:* Joseph E & Jennifer A Laska Jnt Lvg Trust  
467 Oak Street  
San Francisco, CA 94102

Mill Act Applications  
October 3, 2018

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

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

## PROPERTY DESCRIPTIONS

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

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

## PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.



Mill Act Applications  
October 3, 2018

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

## MILLS ACT REVIEW PROCESS

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

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

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

## MILLS ACT REVIEW PROCEDURES

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

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

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

## APPLICABLE PRESERVATION STANDARDS

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

## TERM

Mills Act contracts must be made for a minimum term of ten years. The ten-year period is automatically renewed by one year annually to create a rolling ten-year term. One year is added automatically to the initial term of the contract on the anniversary date of the contract, unless notice of nonrenewal is given or

Mill Act Applications  
October 3, 2018

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

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

## ELIGIBILITY

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

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

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

### *Residential Buildings*

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

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

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

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

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

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

## PUBLIC/NEIGHBORHOOD INPUT

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

## STAFF ANALYSIS

The Department received six Mills Act applications by the May 1, 2018 filing date. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the six attached draft historical property contracts, which include a draft rehabilitation and maintenance plan for the historic building. Department Staff believes the draft historical property contracts and plans are adequate. Please see below for complete analysis.

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

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

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

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

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

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

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

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

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

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

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

- c. 465-467 Oak Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ASSESSOR-RECORDER INFORMATION

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

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

Mill Act Applications  
October 3, 2018

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

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

## PLANNING DEPARTMENT RECOMMENDATION

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

## ISSUES AND OTHER CONSIDERATIONS

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

## HISTORIC PRESERVATION COMMISSION ACTIONS

Review and adopt a resolution for each property:

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

## Attachments:

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

**Mill Act Applications**  
October 3, 2018

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

**b. 353 Kearny Street:**

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

**c. 465-467 Oak Street:**

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

**d. 587 Waller Street:**

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

**e. 354-356 San Carlos Street:**

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

**f. 811 Treat Avenue:**

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





# SAN FRANCISCO PLANNING DEPARTMENT

## Historic Preservation Commission Resolution No. 994 HEARING DATE OCTOBER 3, 2018

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

*Case No.:* 2018-007338MLS  
*Project Address:* 811 Treat Avenue (District 9)  
*Landmark District:* Individually listed on the National Register of Historic Places  
*Zoning:* RH-3 – Residential-House, Three Family  
*Height and Bulk:* 40-X  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
 shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
 tim.frye@sfgov.org

**ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 811 TREAT AVENUE:**

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

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

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

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

WHEREAS, The existing building located at 811 Treat Avenue is individually listed on the National Register of Historic Places and thus qualifies as a historic property; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 811 Treat Avenue, which are located in Case Docket No. 2018-007338MLS. 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 811 Treat Avenue as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, At a duly noticed public hearing held on October 3, 2018, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 811 Treat Avenue, which are located in Case Docket No. 2018-007338MLS.

THEREFORE BE IT RESOLVED that the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 811 Treat Avenue, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 811 Treat Avenue, and other pertinent materials in the case file 2018-007338MLS to the Board of Supervisors.

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



Jonas P. Ionin  
Commissions Secretary

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

NOES: None

ABSENT: Johnck

ADOPTED: October 3, 2018

## Exhibit A: Rehabilitation/Restoration Plan for 811 Treat Avenue

### #1 Building Feature: Horizontal wood siding, wood trim and wood decorative features

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2018

Total Cost: \$1,500

#### Description of Work:

The exterior horizontal wood siding, wood trim and exterior wood decorative features of the Main House and Raised Room including the porch and front stair were in fair condition. All exterior wood elements were evaluated for repair. Missing elements were recreated to match existing similar. Broken elements were repaired with a wood patch if larger than 2" or epoxy if smaller. All rot was removed and patched or repaired. Best preservation practices were be utilized. Work was performed by qualified persons with experience with historic wood elements and was in conformance with NPS Preservation Brief #45 *Preserving Historic Wood Porches*.

### #2 Building Feature: Exterior paint

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2018

Total Cost: \$64,500

#### Description of Work:

The Main House and Raise Room was repainted once repairs were completed. Best preservation practices will be utilized. Work will be performed by qualified persons with experience with historic buildings and will be in conformance with NPS Preservation Brief #10 *Exterior Paint Problems on Historic Woodwork*.

### #3 Building Feature: Replace non-original garage door

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2019

Total Cost: \$7,700

#### Description of Work:

A non-original garage door was at the end of the driveway to the north of the Main House and below the Raised Room. It will be removed and replaced with a carriage style wood garage door that is more compatible. Best preservation practices will be utilized. Work will be performed by qualified persons with experience with historic buildings.

### #4 Building Feature: Decorative glass restoration

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2019

Total Cost: \$2,000

#### Description of Work:

The decorative glass in one panel of the double front doors of the Main House is partially missing. This element is to be recreated by a qualified artisan experienced with Victorian-era etched glass.

#5 Building Feature: Roof

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2022

Total Cost: \$20,000

Description of Work:

The roof of the Main House and Raised Room is nearing the end of its material life and is due to be replaced. The size, shape and configuration of the roof will be retained. Best preservation practices will be utilized during installation of the new roofing material to protect existing features to remain from damage. Work will be performed by qualified persons with experience with historic buildings.

**Exhibit B: Maintenance Plan for 811 Treat Avenue**

#3 Building Feature: Foundation and structure

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$100

Description of Work:

Each year the building will be inspected for cracks. Any cracks found in the concrete foundation or slab or diagonal cracks found on the interior drywall will be recorded. A crack gauge will be installed on cracks larger than a 1/4". If movement is recorded a structural engineer will be brought in to determine cause.

#6 Building Feature: Roof, gutters and drains

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$500

Description of Work:

The roof, gutters and drains of the Main House and Raised Room are to be inspected and cleaned every year. Debris is to be removed. Standing water is to be drained and the drainage issue resolved. Material deterioration is to be repaired. Drain and gutter attachments are to be checked and reattached if necessary. Evidence of leaks or standing water are to be addressed. Best preservation practices will be utilized during inspection to protect existing features from damage. Work will be performed by qualified persons with experience with historic buildings.

#7 Building Feature: Wood Windows and Doors

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$1,000

Description of Work:

The exterior of the windows and doors of the Main House and Raised Room will be cleaned annually by hand. Limited water will be used. There will be no power washing. Each window will be checked for operation as much as possible but annually at a minimum. Any issue with the original windows, such as broken sash cord or detached weight will be addressed by qualified persons with experience with historic wood windows and in conformance with NPS Preservation Brief #9 *The Repair of Historic Wooden Windows*. Any sign of water on the interior of any of the windows will be addressed immediately. Wood repairs will be made in kind. Hardware for the windows and doors will be lubricated regularly and replacement hardware should be in kind or era-appropriate.

#8 Building Feature: Wood stairs and porch

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$500

Description of Work:

The painted wood stair and decks will be cleaned every year using limited water. No pressure washing will be done. Best preservation practices will be utilized to protect other features from damage and work will be performed by qualified persons with experience with historic buildings. Repaint where paint is failing. The underside of all decks and stairs will be inspected for mold and rot. If found, the wood will be repaired or replaced.

#9 Building Feature: Horizontal wood siding, wood trim and wood decorative features

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Every five years

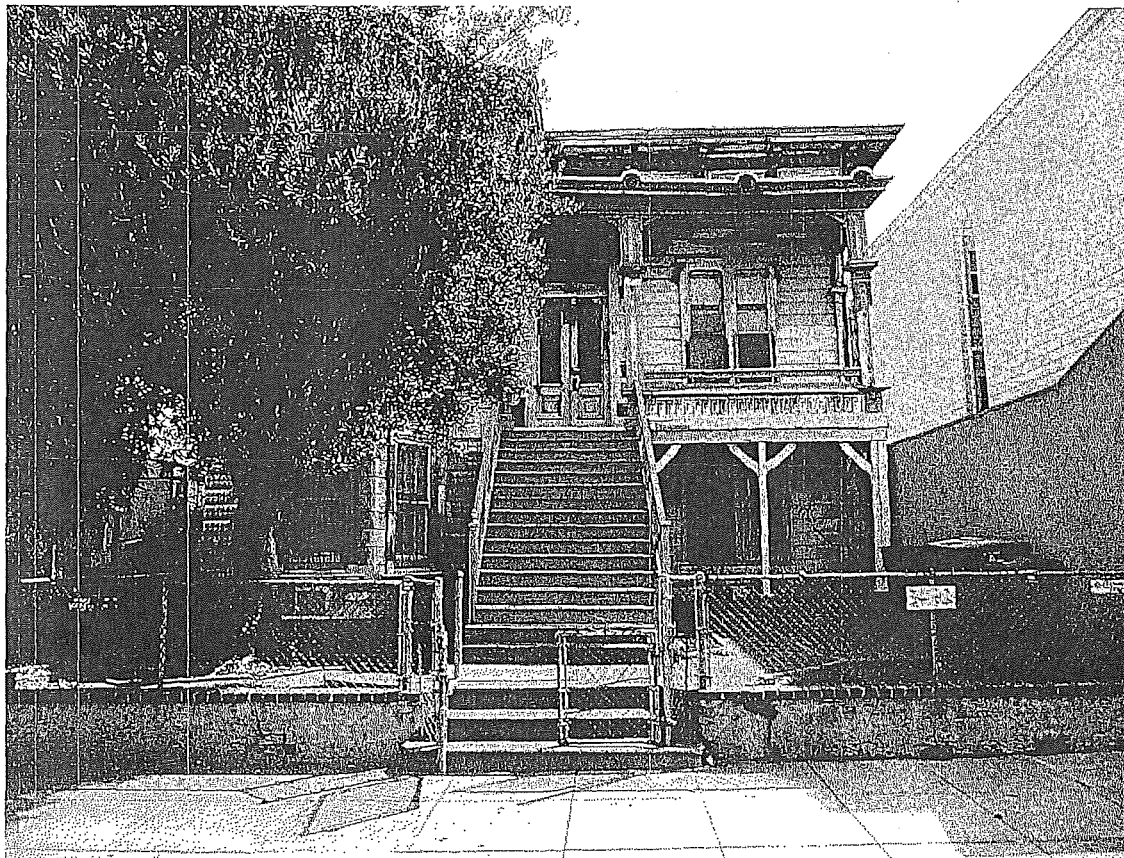
Total Cost: \$500

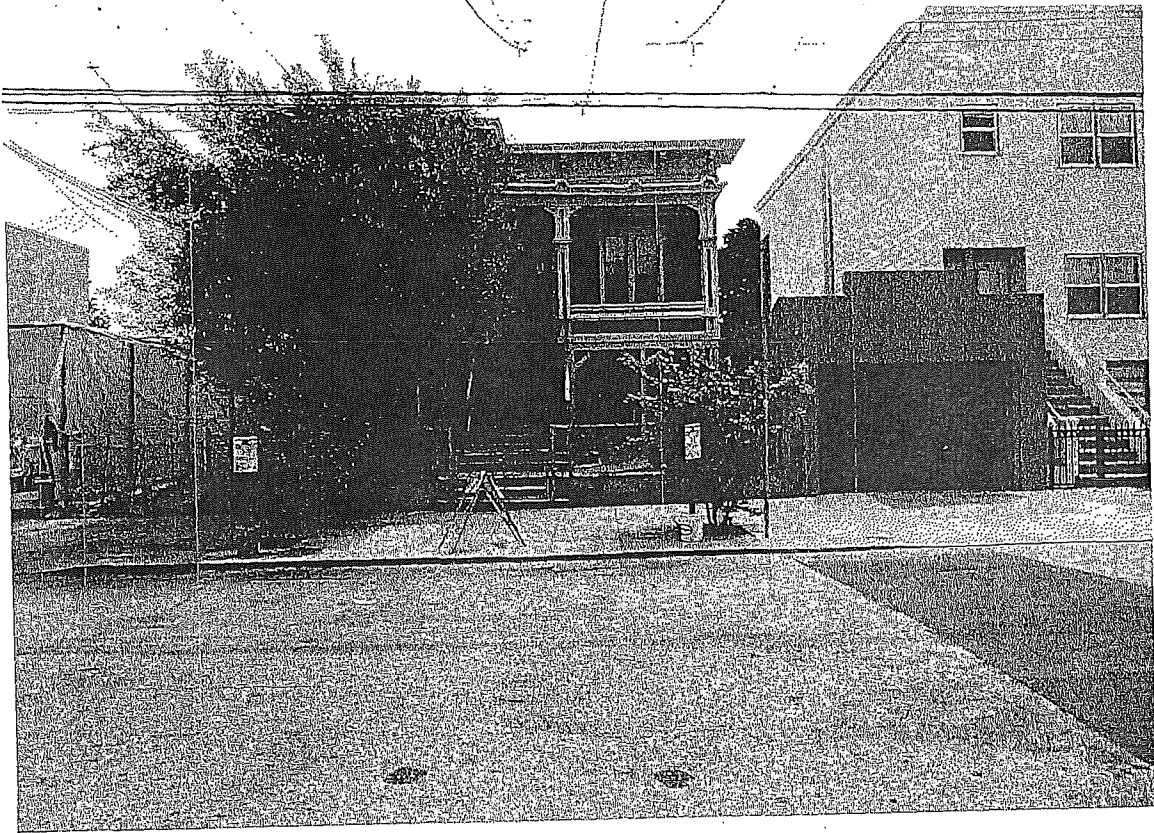
Description of Work:

Inspect horizontal wood siding, wood trim, and decorative wood features. Should the paint show failure in any location a qualified person with experience with historic buildings will assess the cause of the problem in conformance with NPS Preservation Brief #10 *Exterior Paint Problems on Historic Woodwork*. Deteriorated wood will be replaced in kind as necessary. Every five years the exterior wood work will be very gently cleaned of dirt and debris by hand and without the use of excessive water. The work will be performed by qualified persons with experience with historic buildings.

## 7. Other Information

### Photographs

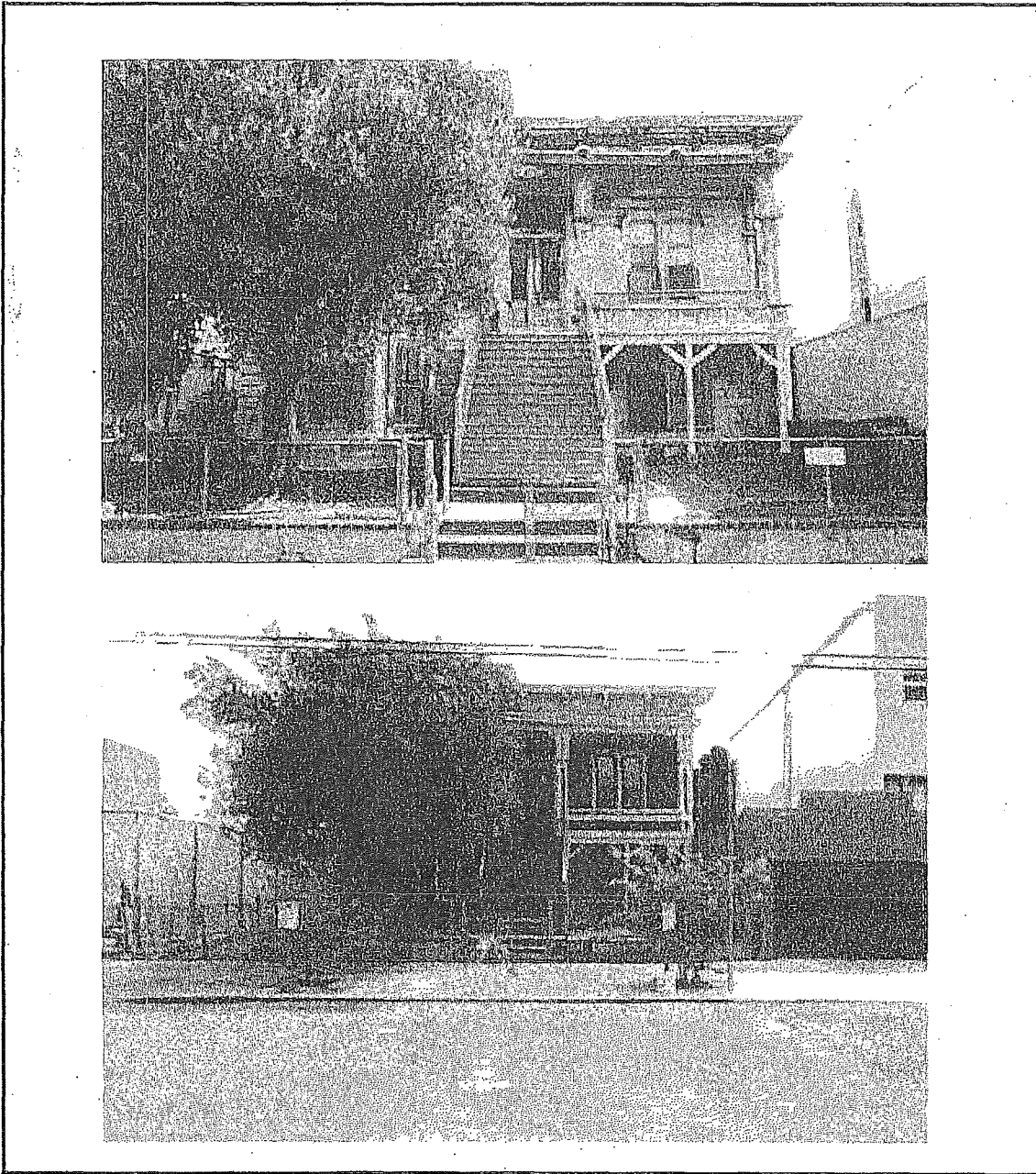








Office of the Assessor / Recorder - City and County of San Francisco  
Mills Act Valuation



811 Treat Ave  
3613-053

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

<b>APN:</b>	3613-053	<b>Valuation Date:</b>	7/1/2018
<b>Address:</b>	811 Treat Ave	<b>Application Date:</b>	4/27/2018
<b>SF Landmark No.:</b>	N/A	<b>Application Term:</b>	1 year
<b>Applicant's Name:</b>	Golden Properties LLC	<b>Last Sale Date:</b>	8/10/2012
<b>Agt./Tax Rep./Atty:</b>	N/A	<b>Last Sale Price:</b>	\$900,000
<b>Fee Appraisal Provided:</b>	None Provided		

FACTORED BASE YEAR (ROLL) VALUE		INCOME CAPITALIZATION APPROACH		FAIR MARKET VALUE- AS IS	
Land	\$ 681,822	Land	\$ 835,607	Land	\$ 1,956,000
Imps.	\$ 742,208	Imps.	\$ 557,072	Imps.	\$ 1,304,000
Personal Prop	\$ -	Personal Prop	\$ -	Personal Prop	\$ -
<b>Total</b>	<b>\$ 1,424,030</b>	<b>Total</b>	<b>\$ 1,392,679</b>	<b>Total</b>	<b>\$ 3,260,000</b>

**Property Description**

<b>Property Type:</b>	MRES	<b>Year Built:</b>	1900	<b>Neighborhood:</b>	Inner Mission
<b>Type of Use:</b>	Apartments	<b>Total Rentable Area:</b>	5,793	<b>Land Area:</b>	7,348
<b>Owner-Occupied:</b>	No	<b>Stories:</b>	2	<b>Zoning:</b>	RH3
<b>Unit Types:</b>	Residential	<b>Total No. of Units:</b>	7	<b>Parking Spaces:</b>	2-car garage

**Special Conditions**

Subject is undergoing construction, which includes adding two new 3-bedroom units. Per Planning Department, permits are still in "issued" status. Valuing as complete, but note that factored base year roll value does not yet have final new construction value. Per taxpayer, construction on back unit is awaiting fire sprinklers to be completed. This Mills Act includes both restricted and unrestricted portions.

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$ 203,433	\$ 246	\$ 1,424,030
Mills Act Valuation- Blended Restricted & Unrestricted	\$ 198,954	\$ 240	\$ 1,392,679
Market Value - Sales Comparison Approach	\$ 465,714	\$ 563	\$ 3,260,000
<b>Recommended Value Estimate</b>	<b>\$ 198,954</b>	<b>\$ 240</b>	<b>\$ 1,392,679</b>

Appraiser: K Blackfield

Principal Appraiser: C Hoffman

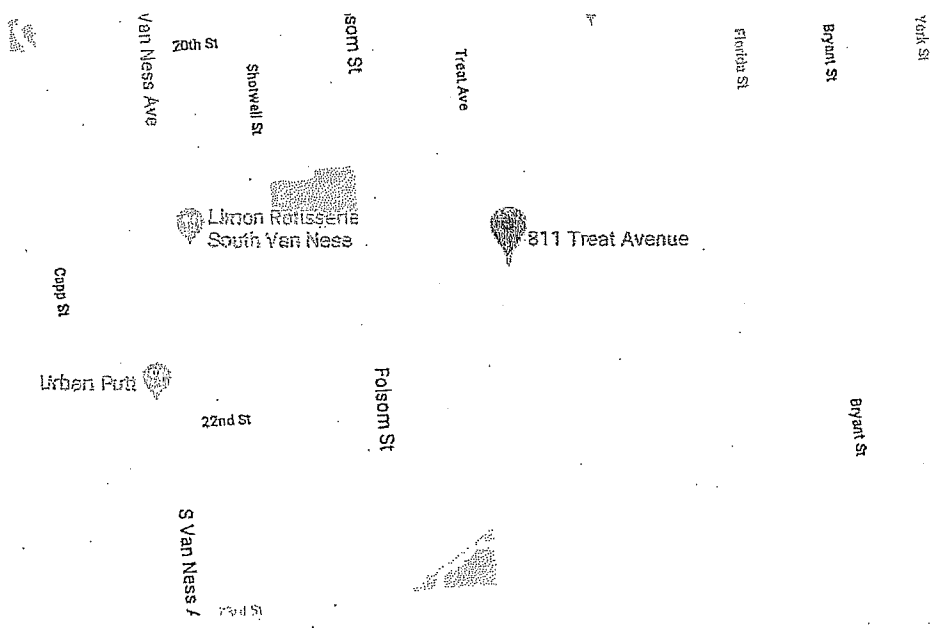
Hearing Date: 9/1/2018

SUBJECT PHOTOGRAPHS AND LOCATOR MAP

Address: 811 Treat Ave

APN: 3613-053

Value Date: 7/1/2018



**INCOME APPROACH- MILLS ACT CAPITALIZATION RATE**

Address: 811 Treat Ave  
 APN: 3613-053  
 Valuation Date: 7/1/2018

**Restricted Units (Front Building)**

Unit	Bdrm/Ba	SF	Move In Date	Monthly Contract Rent	% of total rent	Annual Rent	Annual Rent / SF
1	1/1	648		\$564	3.56%	\$6,766	\$10.44
2	1/1	468	After Sale	\$900	5.68%	\$10,800	\$23.08
3	0/1	400		\$564	3.56%	\$6,766	\$16.91
4	1/1	585		\$530	3.34%	\$6,355	\$10.86
5	1/1	555		\$564	3.56%	\$6,766	\$12.19
Parking				\$115	0.73%	\$1,380	
Parking				\$115	0.73%	\$1,380	
<b>Total Restricted:</b>		<b>2,656</b>		<b>\$3,351</b>	<b>21.14%</b>	<b>\$40,213</b>	<b>\$12.00</b>

**Unrestricted Units (Back Building)**

Unit	Bdrm/Ba	SF	Move In Date	Estimated Market Rent	% of total rent	Annual Rent	Annual Rent / SF
6	3/3	1,303	TBD	\$5,000	31.54%	\$60,000	\$46.05
7	3/3.5	1,834	TBD	\$7,500	47.32%	\$90,000	\$49.07
<b>Total Unrestricted:</b>		<b>3,137</b>		<b>\$12,500</b>	<b>78.86%</b>	<b>\$150,000</b>	<b>\$47.82</b>

<b>Total All Units:</b>		<b>5,793</b>		<b>\$15,851</b>	<b>100.00%</b>	<b>\$190,213</b>	<b>\$32.83</b>
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**RESTRICTED PORTION (FRONT BUILDING)**

	Monthly Rent		Annualized
Potential Gross Income	\$3,351	x	12
Less: Vacancy & Collection Loss			3%
Effective Gross Income			\$39,006
Less: Anticipated Operating Expenses (Pre-Property Tax)			15%
Net Operating Income (Pre-Property Tax)			\$33,155

**Restricted Capitalization Rate**

2018 interest rate per State Board of Equalization			4.0000%
Risk rate (4% owner occupied / 2% all other property types)			2.0000%
2017 property tax rate **			1.1723%
Amortization rate for improvements only			
Remaining economic life (Years)	30	0.0333	1.0000%
Improvements constitute % of total property value	30%		8.1723%

RESTRICTED VALUE ESTIMATE \$405,703

ROUNDED \$405,000

**INCOME APPROACH- MILLS ACT CAPITALIZATION RATE**

Address: 811 Treat Ave  
 APN: 3613-053  
 Valuation Date: 7/1/2018

**UNRESTRICTED PORTION (BACK BUILDING)**

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$12,500	x	12	\$150,000
Less: Vacancy & Collection Loss			5%	(\$7,500)
Effective Gross Income				\$142,500
Less: Anticipated Operating Expenses (Pre-Property Tax)			15%	(\$21,375)
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$121,125</b>
 Unrestricted Capitalization Rate				 4.5000%

<b>UNRESTRICTED VALUE ESTIMATE</b>	<b>\$2,691,667</b>
Less: Leaseup and Holding Costs	(\$140,000)
<b>UNRESTRICTED VALUE ESTIMATE Less Leaseup and Holding Costs</b>	<b>\$2,551,667</b>

**ROUNDED** **\$2,550,000**

FBYV (Note 2)	<u>Total on Roll</u>	<u>Amount Attributed to Unrestricted</u>		
Land	\$681,822	78.86%	=	\$537,679
Improvements	\$742,208	\$450,000 (1/1/18 Lien Date)	=	\$450,000
<b>Total</b>	<b>\$1,424,030</b>		=	<b>\$987,679</b> <span style="font-size: small;">Note 3</span>

**BLENDED VALUE- RESTRICTED CAP PLUS LOWER OF UNRESTRICTED MKT OR FBYV** **\$1,392,679**

Notes:

Note 1: Units 1-5 rented and subject to rent control. Using contract rents. These are part of Mills Act building. Units 6 & 7 are newly constructed, thus using market rents. These are part of unrestricted valuation. Parking is from taxpayer and is included in Mills Act building/valuation.

Note 2: Land value based on prorata share of unrestricted rent to total rent. Improvements based on construction in progress assessed as of the lien date 1/1/18.

Note 3: Factored base year value allocated to the unrestricted rear units is \$987,679.

Differences may be due to rounding.

**Cap Rate Analysis**

Address: 811 Treat Ave  
 APN: 3613-053  
 Valuation Date: 7/1/2018

No.	APN	Property Address	Neighborhood	Sale Date	Sale Price	Number Of Units	Bldg SF	Price Per Unit	Price Per SF	Actual Cap Rate	Year Built	Parking Spaces
1	6520-002	2808-2818 Folsom St	Inner Mission	10/3/17	\$3,200,000	6	5,040	\$533,333	\$635	5.36%	1912	1
2	6519-005	1016-1018 Shotwell St	Inner Mission	3/30/18	\$3,275,000	6	8,208	\$545,833	\$399	4.50%	1900	0
3	6532-016	3632 26th St	Inner Mission	3/1/18	\$2,600,000	9	5,293	\$288,889	\$491	5.05%	1920	1
4	3568-027	108-118 Albion St	Mission Dolores	4/6/18	\$3,000,000	6	4,926	\$500,000	\$609	3.30%	1906	2
5	3612-026	2485 Folsom St	Inner Mission	9/12/17	\$1,950,000	6	4,383	\$325,000	\$445	4.10%	1912	0
6	3642-063	3241-3247 23rd St	Inner Mission	5/3/18	\$2,225,000	7	4,686	\$317,857	\$474	3.51%	1920	4
<b>Average</b>								<b>\$418,000</b>	<b>\$509</b>	<b>4.30%</b>		

Korpacez Data

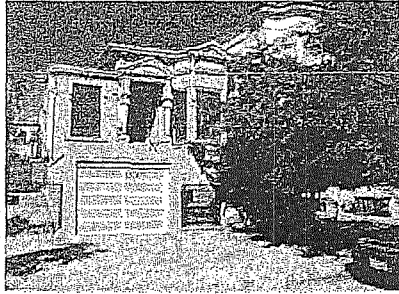
Table 50 REGIONAL APARTMENT MARKETS Second Quarter 2018										
	MID-ATLANTIC REGION					PACIFIC REGION				
	CURRENT	LAST QUARTER	1 YEAR AGO	3 YEARS AGO	5 YEARS AGO	CURRENT	LAST QUARTER	1 YEAR AGO	3 YEARS AGO	5 YEARS AGO
<b>DISCOUNT RATE (DRR)*</b>										
Range	5.25% - 10.00%	5.25% - 10.00%	5.25% - 10.00%	5.75% - 10.00%	5.00% - 14.00%	5.00% - 10.00%	5.00% - 10.00%	5.25% - 10.00%	5.50% - 10.00%	5.25% - 12.00%
Average	7.13%	7.21%	7.35%	7.92%	8.69%	6.60%	6.62%	6.72%	7.22%	8.00%
Change (Basis Points)		-10	-11	-79	-156		-5	-15	-69	-140
<b>OVERALL CAP RATE (OAR)*</b>										
Range	3.90% - 6.75%	3.90% - 6.75%	3.90% - 6.75%	4.00% - 7.50%	4.00% - 7.50%	3.50% - 6.00%	3.50% - 6.00%	3.50% - 6.00%	3.50% - 6.50%	3.50% - 7.00%
Average	5.25%	5.24%	5.01%	5.45%	5.69%	4.48%	4.48%	4.49%	4.77%	4.92%
Change (Basis Points)		-8	+15	-30	-11		0	-1	-29	-44
<b>RESIDUAL CAP RATE</b>										
Range	4.75% - 6.50%	4.75% - 6.50%	4.90% - 6.75%	4.25% - 7.50%	4.50% - 9.75%	4.00% - 6.00%	4.00% - 6.00%	4.25% - 6.00%	4.00% - 7.00%	4.00% - 7.50%
Average	5.55%	5.55%	5.53%	5.77%	6.31%	4.98%	4.98%	5.00%	5.43%	5.65%
Change (Basis Points)		0	+2	-22	-76		0	-2	-51	-67
<b>MARKET RENT CHANGE*</b>										
Range	0.00% - 3.00%	0.00% - 3.00%	0.00% - 4.00%	0.00% - 3.00%	(5.00%) - 6.00%	0.00% - 7.50%	0.00% - 7.50%	0.00% - 5.00%	1.00% - 7.00%	0.00% - 10.00%
Average	1.60%	1.60%	1.85%	2.67%	2.65%	2.75%	2.75%	2.85%	4.04%	3.71%
Change (Basis Points)		0	-25	-107	-103		0	-10	-129	-96

Assessor Conclusion: 4.5% Cap Rate

**Rent Comparables**

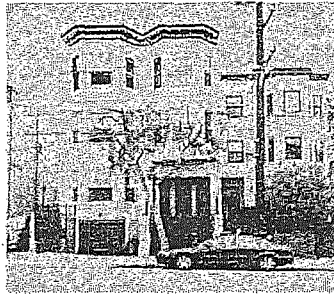
Address: 811 Treat Ave  
 APN: 3613-053  
 Valuation Date: 7/1/2018

Rental Comp #1



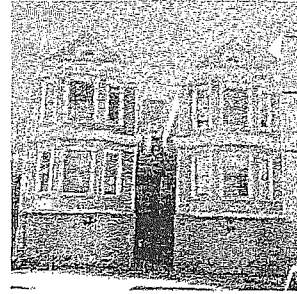
Address: 2460 Folsom St  
 Distance from Subj: .11 miles  
 SF: 1400sf  
 Bed/Bath: 3/2  
 Condition: Average, Some updates  
 Parking Included: Yes  
 Monthly Rent: \$7,500  
 Monthly Rent/SF: \$5.36

Rental Comp #2



752 S Van Ness Ave  
 .36 miles  
 1735sf  
 3/1.5  
 Good, updates  
 \$5,500  
 \$3.17

Rental Comp #3



668 Capp St  
 .26 miles  
 1150sf  
 3/1.5  
 Good, updates  
 No  
 \$5,600  
 \$4.87

Rental Comp #4

No Photo

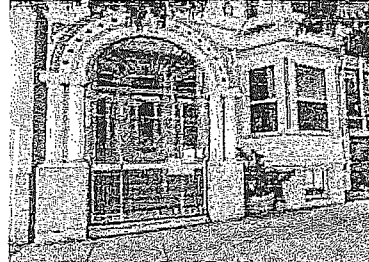
Linda St  
 .67 miles  
 1400sf  
 3/1.5  
 Good, updates  
 Yes  
 \$6,500  
 \$4.64

Rental Comp #5



Address: 1167 Valencia St  
 Distance from Subj: .43 miles  
 SF: 1500sf  
 Bed/Bath: 3/2  
 Condition: Good, updates  
 Parking Included: No  
 Monthly Rent: \$8,500  
 Monthly Rent/SF: \$5.67

Rental Comp #6



3547 23rd St  
 .56 miles  
 1430sf  
 3/2  
 Good, some updates  
 No  
 \$5,995  
 \$4.19

Monthly Rent  
 High: \$8,500  
 Low: \$5,500

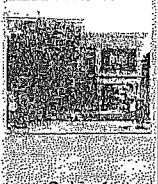
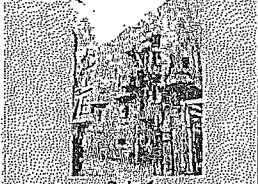


Rent/SF  
 High: \$5.67  
 Low: \$3.17

Assessor Recommendation  
 \$4,00 monthly rent/sf  
 \$6,000 1,303 sf **ROUNDED**  
 \$7,500 1,834 sf **ROUNDED**

4407  
 6

**SALES COMPARISON APPROACH**

**Address:** 811 Treat Ave  
**APN:** 3613-053  
**Valuation Date:** 7/1/2018

							
	<b>Subject</b>	<b>Sale 1</b>	<b>Sale 2</b>	<b>Sale 3</b>			
<b>APN</b>	3613-053	6520-002	6519-005	6532-016			
<b>Address</b>	811 Treat Ave	2808-2818 Folsom St	1016-1018 Shotwell St	3632 26th St			
<b>Sales Price</b>	\$900,000	\$3,200,000	\$3,275,000	\$2,600,000			
<b>Cap Rate</b>		5.36%	4.50%	5.05%			
	<b>Description</b>	<b>Description</b>	<b>Adjust.</b>	<b>Description</b>	<b>Adjust.</b>	<b>Description</b>	<b>Adjust.</b>
<b>Date of Valuation/Sale</b>	07/01/18	10/03/17		03/30/18		03/01/18	
<b>Neighborhood</b>	Inner Mission	Inner Mission		Inner Mission		Inner Mission	
<b>Proximity to Subject</b>		.33 miles SW		.37 miles SW		.72 miles SW	
<b>Lot Size</b>	7,348	1,685	\$142,000	5,513	\$46,000	3,367	\$100,000
<b>View</b>	None	None		None		None	
<b>Year Built</b>	1900	1912		1900		1920	
<b>Condition</b>	Updates in Some Units	Updates in All Units		Updates in Some Units		Updates in Some Units	
<b>Gross Living Area</b>	5,793	5,040	\$151,000	8,208	(\$483,000)	5,293	\$100,000
<b>Total Units</b>	7	6		6		9	
<b>Income</b>	\$190,213	\$222,276		\$215,688		\$189,096	
<b>Studios</b>	2	0		0		7	
<b>1-Bed</b>	3	0		0		1	
<b>2-Bed</b>	0	6		1		1	
<b>3-Bed</b>	2	0		5		0	
<b>Parking</b>	2-car garage	1-car garage	\$40,000	None	\$80,000	1-car garage	\$40,000
<b>Net Adjustments</b>			\$333,000		(\$357,000)		\$240,000
<b>Indicated Value</b>			\$3,533,000		\$2,918,000		\$2,840,000
<b>Adjust. \$ Per Unit</b>			\$588,833		\$486,333		\$315,556
<b>Adjust. \$ Per Sq. Ft.</b>			\$701		\$356		\$537

**VALUE RANGE:**            \$ Low            \$ High  
**PER UNIT VALUE RANGE:**    \$ 2,840,000    \$ 3,533,000  
   \$ 315,556     \$ 588,833  
**PER SF VALUE RANGE:**     \$ 356            \$ 701

**VALUE CONCLUSION:**    \$ 3,400,000  
**LESS LEASE UP COSTS:**   \$ (140,000)  
**VALUE CONCLUSION:**    \$ 3,260,000

**Adjustments (Rounded to the Nearest \$1,000):**  
    \$25 /sf lot size adj.  
    \$200 /sf building sf adj.  
    \$40,000 /parking space adj.



**Leaseup and Holding Cost Analysis**

Address: 811 Treat Ave  
 APN: 3613-053  
 Valuation Date: 7/1/2018

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Total Square Footage		3,137	3,137	3,137	3,137	3,137	3,137	3,137
Less Stabilized Vacancy	-3%	(94)	(94)	(94)	(94)	(94)	(94)	(94)
Less Actual Occupancy		-	-	-	-	-	-	-
Beginning Excess Vacancy		3,043	3,043	3,043	3,043	3,043	3,043	3,043
Ending Excess Vacancy		3,043	3,043	3,043	3,043	3,043	3,043	-
SF Leased		-	-	-	-	-	-	3,043
Avg. Excess Vacancy		3,043	3,043	3,043	3,043	3,043	3,043	1,521
Rent Loss	\$4.00	\$ 12,172	\$ 12,172	\$ 12,172	\$ 12,172	\$ 12,172	\$ 12,172	\$ 6,086
Leasing Comm./Marketing Expenses		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Construction Costs	\$60,000 *	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -
Differential Operating Expenses	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Leaseup and Holding Costs</b>		<b>\$ 22,672</b>	<b>\$ 22,672</b>	<b>\$ 22,672</b>	<b>\$ 22,672</b>	<b>\$ 22,672</b>	<b>\$ 22,672</b>	<b>\$ 6,586</b>

Present Value Calculation ( 7% Discount Rate)

Month	Cash Flow		PV Factor	=	P.V. of Costs
1	\$ 22,672	X	0.99420	=	\$ 22,540
2	\$ 22,672	X	0.98843	=	\$ 22,409
3	\$ 22,672	X	0.98270	=	\$ 22,279
4	\$ 22,672	X	0.97700	=	\$ 22,150
5	\$ 22,672	X	0.97134	=	\$ 22,022
6	\$ 22,672	X	0.96570	=	\$ 21,894
7	\$ 6,586	X	0.96010	=	\$ 6,323

Present Value of Total Leaseup and Holding Costs \$ 139,618

Rounded \$ 140,000

\*Construction costs come directly from TP's Residential Construction Project Information Form, submitted on 2/2/18. Total project cost was estimated at \$600,000 with \$450,000 spent and 75% estimated completion as of 1/1/18. Per conversation with TP on 8/2/18, project was awaiting fire sprinklers, which would indicate project was approximately 90% complete as of 7/1/18.

Construction Costs Remaining as of 7/1/18  
 10% \* \$600,000 = \$60,000

4409

### **When a Property Contains Both Restricted and Unrestricted Portions**

When only a portion of a property that would normally be considered a single appraisal unit is restricted by a historical property contract, the assessed value should be determined by making a comparison of three values, determined as follows. First, the portion under contract should be valued using the capitalization method prescribed by section 439.2. Added to this figure should be the lower of the unrestricted portion's fair market value or factored base year value. The resulting sum should be compared to both the fair market value and the factored base year value of the entire property (i.e., both restricted and unrestricted portions) and the lowest of the three figures should be enrolled.



# SAN FRANCISCO PLANNING DEPARTMENT

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## PRE-APPROVAL INSPECTION REPORT

*Report Date:* May 23, 2018  
*Inspection Date:* May 22, 2017; 2:00pm  
*Filing Date:* May 1, 2018  
*Case No.:* 2018-007338MLS  
*Project Address:* 811 Treat Avenue  
*Block/Lot:* 3613/053  
*Eligibility:* Individually listed on the National Register of Historic Places  
*Zoning:* RH-3 – Residential – House, Three Family  
*Height & Bulk:* 40X  
*Supervisor District:* District 9 (Hillary Ronen)  
*Project Sponsor:* Golden Gate Properties LLC  
*Address:* 2170 Sutter Street  
San Francisco, CA 94115  
415-440-0404  
Paul Iantorno, Paolo@realtywestsf.com  
*Staff Contact:* Shannon Ferguson – (415) 575-9074  
shannon.ferguson@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
[tim.frye@sfgov.org](mailto:tim.frye@sfgov.org)

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

### PRE-INSPECTION

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

5/3/2018: respond to email from consultant. Confirm receipt of application.

5/15/2018: schedule and confirm site visit. Respond to consultant questions.

**INSPECTION OVERVIEW**

Date and time of inspection: Tuesday, May 22, 2:00pm

Parties present: Shannon Ferguson, Johanna Street (consultant), Paul Iantorno

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

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

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

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

## NOTES

811 Treat Avenue (District 9) is located on the east side of Treat Avenue between 21<sup>st</sup> and 22<sup>nd</sup> streets, Assessor's Block 3613, Lot 053. The subject property is located within the RH-3 – Residential-House, Three Family zoning district and 40X Height and Bulk district. The subject property is individually listed on the National Register of Historic Places. Known as the Henry Geilfuss House, the property comprises an Italianate main residence designed by local master architect Henry Geilfuss circa 1882 as his personal residence; a raised room (c. 1882, altered c. 1900); a workshop (c. 1920) and a garage (c. 1940). The main residence and raised room are contributing features; the workshop and garage are non-contributing features that were added after Geilfuss moved from the property. The main residence and raised room contains five rental units.

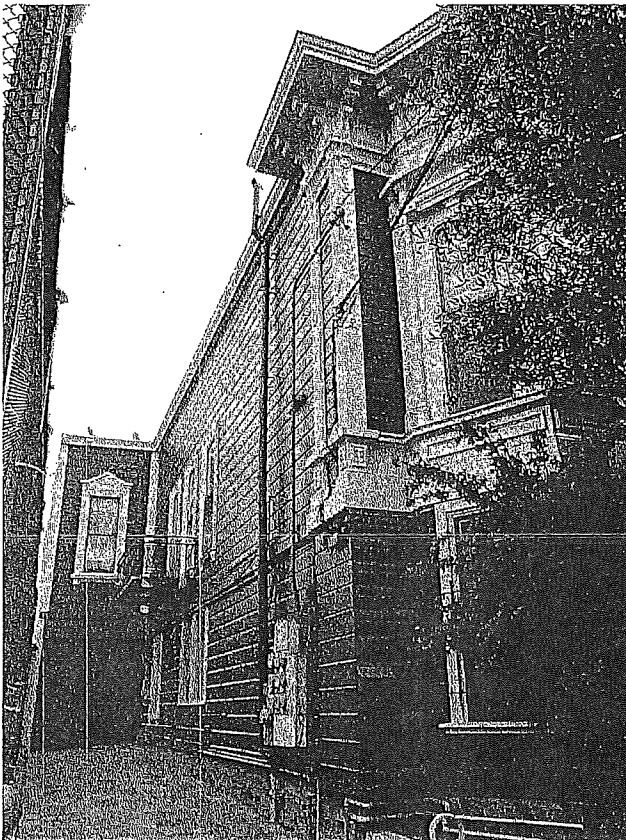
The subject property is currently valued by the Assessor's Office at under \$3,000,000. Therefore, an exemption from the tax assessment value is not required.

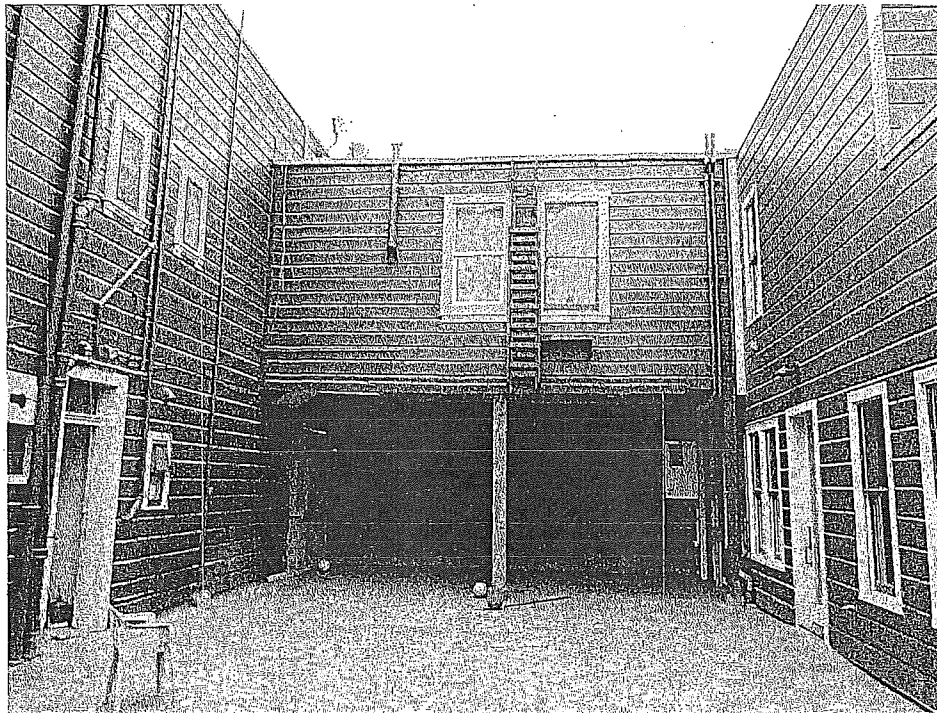
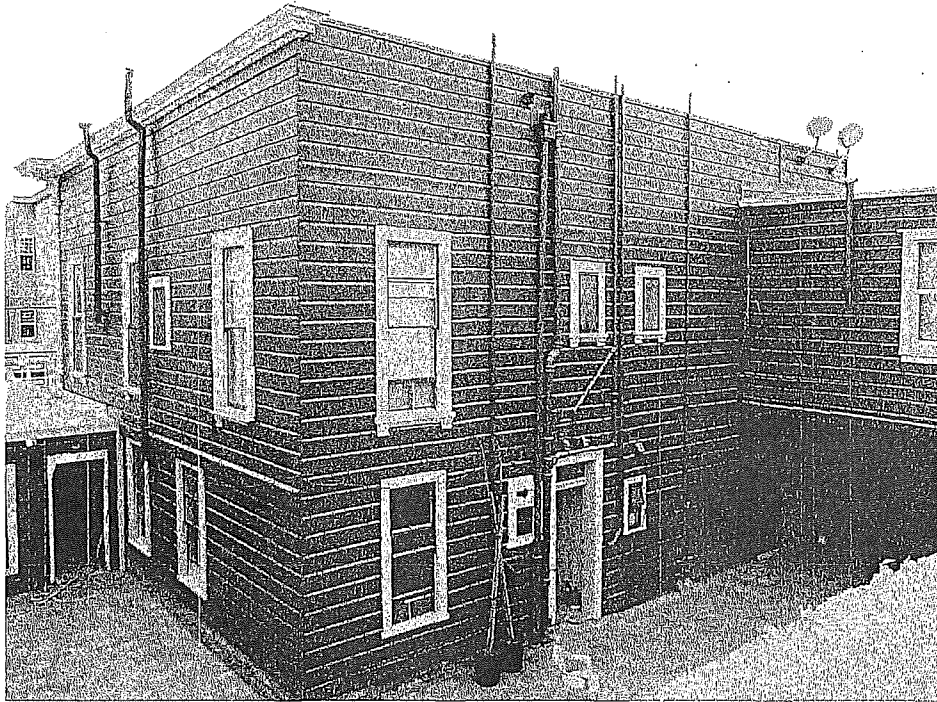
Rehabilitation work was completed in 2015-2016. Completed work includes removal of non-historic stucco; repair/restoration of wood siding, trim and decorative features; replacement of aluminum windows with compatible windows at the front facade; repair of remaining historic wood windows; exterior painting; new wood stair; and foundation and structural work. The applicant proposes to replace the roof with an estimated cost of \$67,000.

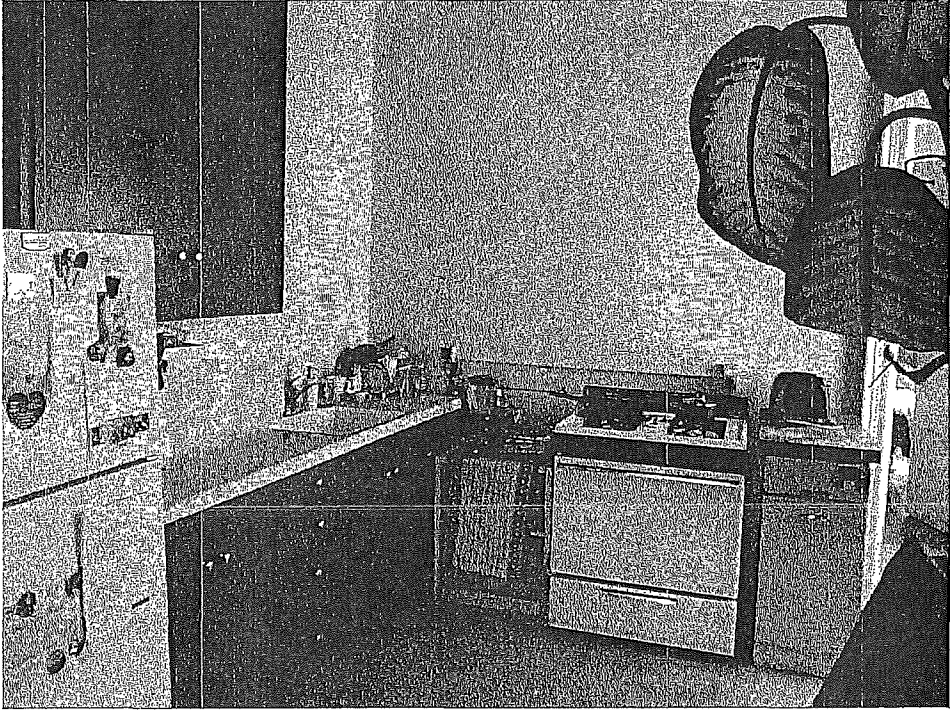
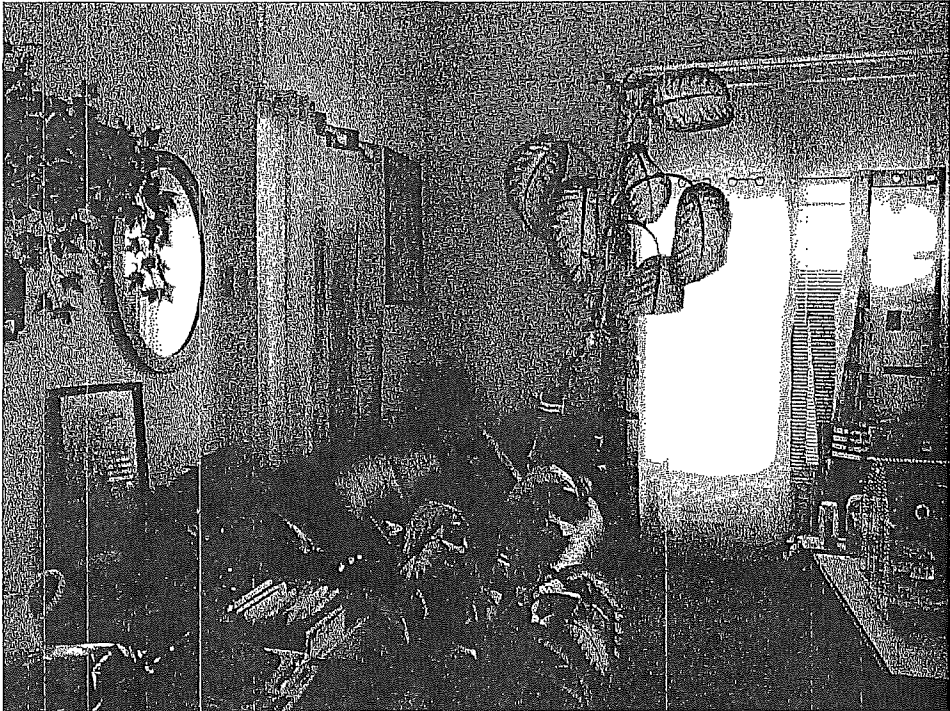
The maintenance plan proposes annual inspections and any necessary repair of the wood siding, trim, and decorative features, windows, wood stair, foundation, and roof with an estimated cost of \$2,600.

- Does not include seismic work because of fear of displacing current tenants.
- Includes replacement of garage door at raised room with a more compatible door.

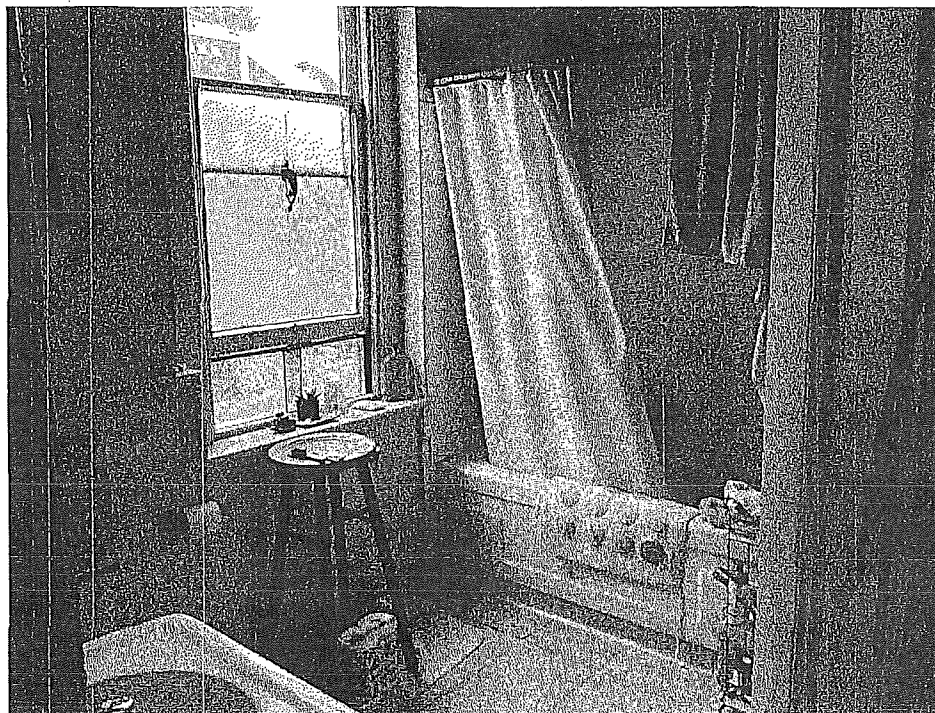
PHOTOGRAPHS











# APPLICATION FOR Mills Act Historical Property Contract

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

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

PROPERTY OWNER 1 NAME: <b>GOLDEN PROPERTIES LLC</b>	TELEPHONE: <b>( ) 415 440 0404</b>
PROPERTY OWNER 1 ADDRESS: <b>2170 SUTTER ST. SF CA 94115</b>	EMAIL: <b>paolo@realtywestsf.com</b>
PROPERTY OWNER 2 NAME:	TELEPHONE: ( )
PROPERTY OWNER 2 ADDRESS:	EMAIL:
PROPERTY OWNER 3 NAME:	TELEPHONE: ( )
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS: <b>811 TREAT AVE. SAN FRANCISCO CA</b>	ZIP CODE: <b>94110</b>
PROPERTY PURCHASE DATE: <b>8/10/2012</b>	ASSESSOR BLOCK/LOT(S): <b>3613/053</b>
MOST RECENT ASSESSED VALUE: <b>\$ 954,932</b>	ZONING DISTRICT: <b>RH-3</b>

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

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

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Owner Signature: *Paolo* Date: 04/27/2018

# MILLS ACT HISTORICAL PROPERTY CONTRACT

## Application Checklist:

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

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

Mills Act Application

3. Property Value Eligibility:

Choose one of the following options:

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

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

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

Application for Exemption from Property Tax Valuation

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

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

4. Property Tax Bill

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

PROPERTY OWNER NAMES:  
GOLDEN PROPERTIES LLC

MOST RECENT ASSESSED PROPERTY VALUE:  
\$ 954,932

PROPERTY ADDRESS:  
811 TREAT AVE. SAN FRANCISCO CA 94110

5. Other Information

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

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

Owner Signature: [Signature] Date: April 26, 2018  
Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

5. Rehabilitation/Restoration & Maintenance Plan

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

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

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

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

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

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

(Provide a scope number)

BUILDING FEATURE

Rehab/Restoration  Maintenance  Completed  Proposed

CONTRACT YEAR FOR WORK COMPLETION:

TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK

SEE ATTACHED

## Exhibit A: Rehabilitation/Restoration Plan for 811 Treat Avenue

### #1 Building Feature: Horizontal wood siding, wood trim and wood decorative features

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2018

Total Cost: \$1,500

#### Description of Work:

The exterior horizontal wood siding, wood trim and exterior wood decorative features of the Main House and Raised Room including the porch and front stair were in fair condition. All exterior wood elements were evaluated for repair. Missing elements were recreated to match existing similar. Broken elements were repaired with a wood patch if larger than 2" or epoxy if smaller. All rot was removed and patched or repaired. Best preservation practices were be utilized. Work was performed by qualified persons with experience with historic wood elements and was in conformance with NPS Preservation Brief #45 *Preserving Historic Wood Porches*.

### #2 Building Feature: Exterior paint

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2018

Total Cost: \$64,500

#### Description of Work:

The Main House and Raise Room was repainted once repairs were completed. Best preservation practices will be utilized. Work will be performed by qualified persons with experience with historic buildings and will be in conformance with NPS Preservation Brief #10 *Exterior Paint Problems on Historic Woodwork*.

### #3 Building Feature: Replace non-original garage door

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2019

Total Cost: \$7,700

#### Description of Work:

A non-original garage door was at the end of the driveway to the north of the Main House and below the Raised Room. It will be removed and replaced with a carriage style wood garage door that is more compatible. Best preservation practices will be utilized. Work will be performed by qualified persons with experience with historic buildings.

### #4 Building Feature: Decorative glass restoration

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2019

Total Cost: \$2,000

#### Description of Work:

The decorative glass in one panel of the double front doors of the Main House is partially missing. This element is to be recreated by a qualified artisan experienced with Victorian-era etched glass.

#5 Building Feature: Roof

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2022

Total Cost: \$20,000

Description of Work:

The roof of the Main House and Raised Room is nearing the end of its material life and is due to be replaced. The size, shape and configuration of the roof will be retained. Best preservation practices will be utilized during installation of the new roofing material to protect existing features to remain from damage. Work will be performed by qualified persons with experience with historic buildings.

**Exhibit B: Maintenance Plan for 811 Treat Avenue**

#3 Building Feature: Foundation and structure

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$100

Description of Work:

Each year the building will be inspected for cracks. Any cracks found in the concrete foundation or slab or diagonal cracks found on the interior drywall will be recorded. A crack gauge will be installed on cracks larger than a 1/4". If movement is recorded a structural engineer will be brought in to determine cause.

#6 Building Feature: Roof, gutters and drains

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$500

Description of Work:

The roof, gutters and drains of the Main House and Raised Room are to be inspected and cleaned every year. Debris is to be removed. Standing water is to be drained and the drainage issue resolved. Material deterioration is to be repaired. Drain and gutter attachments are to be checked and reattached if necessary. Evidence of leaks or standing water are to be addressed. Best preservation practices will be utilized during inspection to protect existing features from damage. Work will be performed by qualified persons with experience with historic buildings.

#7 Building Feature: Wood Windows and Doors

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$1,000

Description of Work:

The exterior of the windows and doors of the Main House and Raised Room will be cleaned annually by hand. Limited water will be used. There will be no power washing. Each window will be checked for operation as much as possible but annually at a minimum. Any issue with the original windows, such as broken sash cord or detached weight will be addressed by qualified persons with experience with historic wood windows and in conformance with NPS Preservation Brief #9 *The Repair of Historic Wooden Windows*. Any sign of water on the interior of any of the windows will be addressed immediately. Wood repairs will be made in kind. Hardware for the windows and doors will be lubricated regularly and replacement hardware should be in kind or era-appropriate.

#8 Building Feature: Wood stairs and porch

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Annually

Total Cost: \$500

Description of Work:



The painted wood stair and decks will be cleaned every year using limited water. No pressure washing will be done. Best preservation practices will be utilized to protect other features from damage and work will be performed by qualified persons with experience with historic buildings. Repaint where paint is failing. The underside of all decks and stairs will be inspected for mold and rot. If found, the wood will be repaired or replaced.

#9 Building Feature: Horizontal wood siding, wood trim and wood decorative features

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: Every five years

Total Cost: \$500

Description of Work:

Inspect horizontal wood siding, wood trim, and decorative wood features. Should the paint show failure in any location a qualified person with experience with historic buildings will assess the cause of the problem in conformance with NPS Preservation Brief #10 *Exterior Paint Problems on Historic Woodwork*. Deteriorated wood will be replaced in kind as necessary. Every five years the exterior wood work will be very gently cleaned of dirt and debris by hand and without the use of excessive water. The work will be performed by qualified persons with experience with historic buildings.

## 7. Other Information

### Photographs



## 6. Draft Mills Act Historical Property Agreement

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

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

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

California Mills Act Historical Property Agreement

HENRY GEILFUSS HOUSE  
PROPERTY NAME (IF ANY)

811 TREAT AVENUE  
PROPERTY ADDRESS

San Francisco, California

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

RECITALS

Owners are the owners of the property located at 811 TREAT AVENUE, in San Francisco, California  
3613 1053. The building located at 811 TREAT AVENUE  
BLOCK NUMBER LOT NUMBER PROPERTY ADDRESS

is designated as LISTED ON THE NATIONAL REGISTER (eg. "a City Landmark pursuant to Article  
10 of the Planning Code") and is also known as the HENRY GEILFUSS HOUSE.  
HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately THREE HUNDRED TEN THOUSAND (\$310,000). See Rehabilitation Plan, Exhibit A.  
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately THREE THOUSAND FIVE HUNDRED (\$3,500) annually. See Maintenance Plan, Exhibit B.  
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

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

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

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

Mills Act Application

## 1. Application of Mills Act.

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

## 2. Rehabilitation of the Historic Property.

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

## 3. Maintenance.

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

## 4. Damage.

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

## 5. Insurance.

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

## 6. Inspections.

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

## 7. Term.

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

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

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

## 11. Payment of Fees.

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

## 12. Default.

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

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

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

### 13. Cancellation.

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

### 14. Cancellation Fee.

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

### 15. Enforcement of Agreement.

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

### 16. Indemnification.

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

### 17. Eminent Domain.

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

### 18. Binding on Successors and Assigns.

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

19. Legal Fees.

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

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

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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



28. Signatures.

This Agreement may be signed and dated in parts

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

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

Date

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

Date

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

\_\_\_\_\_  
Signature

Date

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

*Sergio Tantor* \_\_\_\_\_ *4/26/2018*  
Signature Date

\_\_\_\_\_  
Signature

Date

*SERGIO TANTOR*  
Print name  
OWNER

\_\_\_\_\_  
Print name  
OWNER

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

7. Notary Acknowledgment Form

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

State of California

County of: San Francisco

On: April 26, 2018 before me, S. Chiang  
DATE INSERT NAME OF THE OFFICER

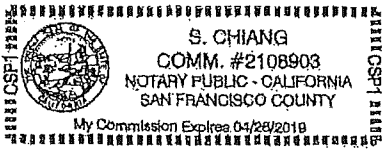
NOTARY PUBLIC personally appeared: Sergio Tantonno  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

S. Chiang  
SIGNATURE

  
S. CHIANG  
COMM. #2108903  
NOTARY PUBLIC - CALIFORNIA  
SAN FRANCISCO COUNTY  
My Commission Expires 04/28/2019

(PLACE NOTARY SEAL ABOVE)

**Application for Mills Act Historical Property contract for 811 Treat Ave**

**2. Subject Property Information**

Is the entire property owner-occupied? No, the property is 100% rental.

Do you own other property in the City and County of San Francisco? Yes.

4049 3rd Street  
766 7th Avenue  
375 16th Avenue  
4126 17th Street  
4443-45 18th Street  
4131 24th Street  
132-38 Albion Street  
165-71 Albion Street  
421 Arguello Boulevard  
314 Arleta Avenue  
316-18 Arleta Avenue  
322 Arleta Avenue  
70-72 Belcher Street  
1730-34 Bryant Street  
959-69 Capp Street  
834-44 Central Avenue  
735-37 Clayton Street  
75-77 Dolores Terrace  
562-64 Fell Street  
1147 Filbert Street  
1060 Folsom Street  
1052-58 Folsom Street  
1123-27 Folsom Street  
1353-57 Folsom Street  
1484-90 Golden Gate Avenue  
2059 Golden Gate Avenue  
1515 Gough Street  
543-47 Grove Street  
1684-88 Grove Street  
630-36 Guerrero Street  
642-46 Guerrero Street  
1274-76 Hampshire Street  
1280 Hampshire Street  
1320 Hawes Street  
453-65 Hayes Street  
945-949 Hayes Street  
1339-43 Hayes Street  
267-9 Hickory Street  
1280 Hollister Avenue

444 Ivy Street  
1541 Jennings Street  
1825 Laguna Street  
2610 Lake Street #4&7  
615-17 Masonic Avenue  
1951-57 McAllister Street  
1958-62 McAllister Street  
615 Minna Street  
1555 Monterey Boulevard  
639-41 Natoma Street  
35-37 Norton Street  
262-64 Oak Street  
2027-37 Oak Street  
1353 Oakdale Avenue  
112-14 Pfeiffer Street  
726-30 Presidio Avenue  
1359 Quesada Avenue  
1467 Quesada Avenue  
19 Rausch Street  
1271 Revere Avenue  
1379 Revere Avenue  
1267-69 Rhode Island Street  
190-94 Russ Street  
37 Rutledge Street  
380 San Jose Avenue  
454-58 South Van Ness Avenue  
1971-75 Sutter Street  
2166-70 Sutter Street  
2280-84 Sutter Street  
2287-91 Sutter Street  
2615 Sutter Street  
811 Treat Avenue

## 5. Rehabilitation/Restoration & Maintenance Plan

### #1 Building Feature: Horizontal wood siding, wood trim and wood decorative features

Rehab/Restoration  Maintenance  Completed  Proposed

Contract Year Work Completion: 2017-18 for rehabilitation, inspected every five years thereafter.

Total Cost: \$50,000 for rehabilitation; \$1,000 for inspections.

#### Description of Work:

The exterior horizontal wood siding, wood trim and exterior wood decorative features including the porch and front stair are in fair condition. All exterior wood elements will be evaluated for repair. Missing elements will be recreated to match

Rehab/Restoration  Maintenance  Completed  Proposed   
Contract Year Work Completion: 2017-18 for rehabilitation, inspected every ten years thereafter.

Total Cost: \$100,000 for rehabilitation; \$1,000 for inspections.

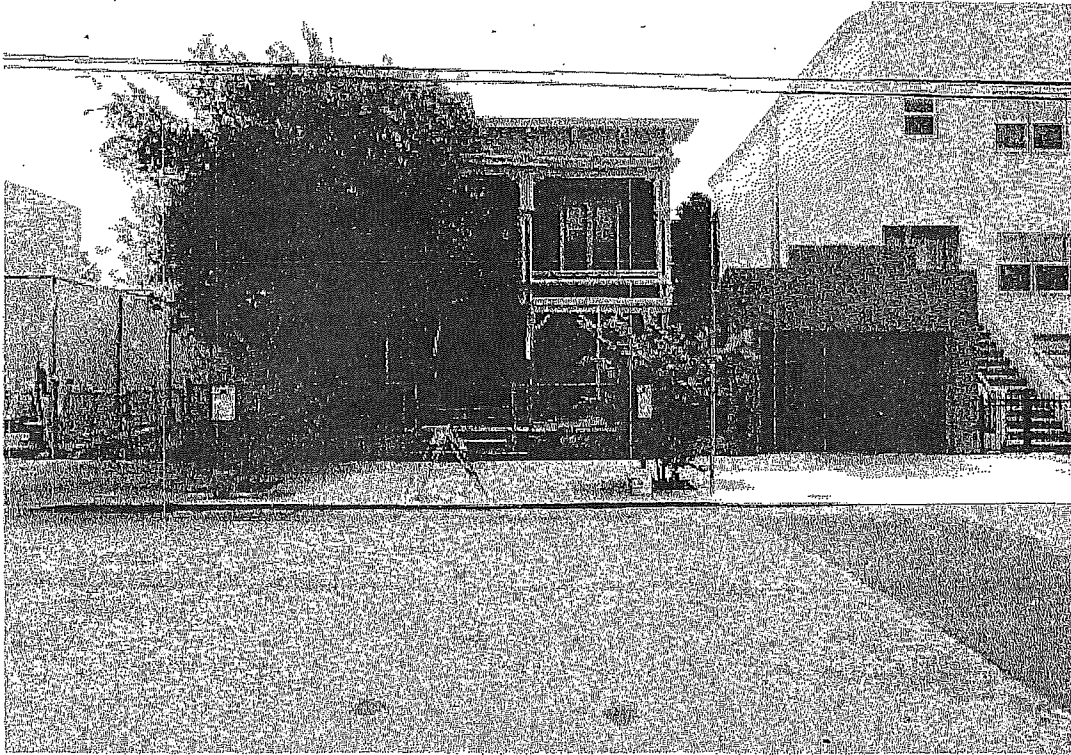
Description of Work:

Repair and replace existing foundation. Bolt structure and reinforce with additional framing as needed. Best preservation practices will be utilized. Work will be performed by qualified persons with experience with historic buildings and will be in conformance with NPS Preservation Brief #41 *The Seismic Retrofit of Historic Buildings*.

## 7. Other Information

### Photographs







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

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

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

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
24	3613	053	361300530	1.1723%	October 11, 2017	811 TREAT AV

Assessed on January 1, 2017 at 12:01am  
 To: GOLDEN PROPERTIES LLC

**GOLDEN PROPERTIES LLC**  
**2170 SUTTER ST**  
**SAN FRANCISCO CA 94115**

Description	Assessed Value	
	Full Value	Tax Amount
Land	668,453	7,836.27
Structure	286,479	3,358.39
Fixtures		
Personal Property		
Gross Taxable Value	954,932	11,194.66
Less HO Exemption		
Less Other Exemption		
<b>Net Taxable Value</b>	<b>954,932</b>	<b>\$11,194.66</b>

Direct Charges and Special Assessments			
Code	Type	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	225.00
46	SF BAY RS PARCEL TAX	(888) 508-8157	12.00
89	SFUSD FACILITY DIST	(415) 355-2203	92.00
91	SFCCD PARCEL TAX	(415) 487-2400	99.00
92	APARTMENT LIC. FEE	(415) 558-6220	326.00
98	SF - TEACHER SUPPORT	(415) 355-2203	244.10
<b>Total Direct Charges and Special Assessments</b>			<b>\$998.10</b>

**RECEIVED**

NOV 27 2017

BY: \_\_\_\_\_

<b>► TOTAL DUE</b>		<b>\$12,192.76</b>
1st Installment	2nd Installment	
\$6,096.38	\$6,096.38	
Due: November 1, 2017	Due: February 1, 2018	
Delinquent after Dec 11, 2017	Delinquent after April 10, 2018	

Pay online at [SFTREASURER.ORG](http://SFTREASURER.ORG)

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

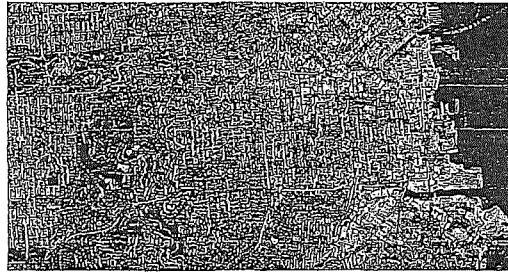
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016977

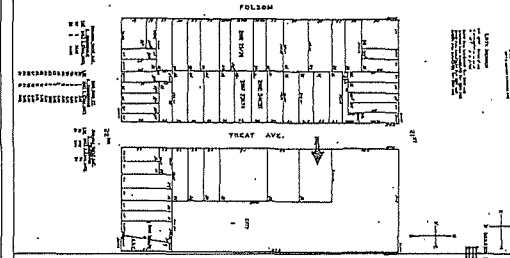
**SCOPE OF WORK:**

1. PROPOSED HORIZONTAL ADDITION TO EXISTING TWO-CAR GARAGE TO ACCOMODATE 7 CLASS 1 BICYCLE PARKING.
2. CONVERSION OF EXISTING STORAGE SHED AT REAR TO LIVING SPACE TO ACCOMODATE THE ADDITION OF TWO ADDITIONAL DWELLING UNITS (7 TOTAL)
3. EXTERIOR MODIFICATIONS TO EXISTING BUILDINGS
4. ADDITION OF (N) ROOF DECK AT REAR BLDG.

@ 811 TREAT AVE, SAN FRANCISCO, CA



AREA MAP



HARRISON ASSESSOR'S MAP

PROJECT NAME  
811 Treat Avenue  
SAN FRANCISCO, CA

**GENERAL NOTES:**

1. ALL WORK SHALL BE PERFORMED IN COMPLETE COMPLIANCE WITH ALL APPLICABLE CODES, LAWS, ORDINANCES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THE WORK. ALL CONTRACTORS SHALL HOLD HARMLESS THE ARCHITECT/ENGINEER AND THE OWNER FROM ALL DAMAGES AND/OR PENALTY ARISING OUT OF VIOLATION THEREOF.
2. ALL ATTACHMENTS, CONNECTIONS OR FASTENING OF ANY NATURE ARE TO BE PROPERLY AND PERMANENTLY SECURED IN CONFORMANCE WITH THE BEST PRACTICES OF THE BUILDING INDUSTRY. DRAWINGS SHOWS ONLY SPECIAL REQUIREMENTS TO ASSIST THE CONTRACTOR AND DO NOT ILLUSTRATE EVERY DETAIL.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, MEASUREMENTS AND CONDITIONS IN THE FIELD BEFORE BEGINNING WORK. ANY DISCREPANCIES, ERROR OR OMISSIONS SHALL BE BROUGHT TO THE ARCHITECT/ENGINEER'S ATTENTION IMMEDIATELY.
4. UNLESS OTHERWISE NOTED, ALL ANGLES SHALL BE RIGHT ANGLES, ALL LINES WHICH APPEAR PARALLEL SHALL BE PARALLEL, AND ALL ITEMS WHICH APPEAR CENTERED SHALL BE CENTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL LINES TRUE LEVEL, PLUMB AND SQUARE.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING AND PROTECTION DURING CONSTRUCTION. ALL EXISTING IMPROVEMENTS TO REMAIN SHALL BE PROTECTED. ALL MATERIALS DELIVERED TO THE SITE SHALL BE PROPERLY STORED AND PROTECTED UNTIL INSTALLATION. ALL LUMBER SHALL BE PROTECTED FROM MOISTURE AND STORED ABOVE GROUND.
6. DETAILED AND/OR LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL AND SMALLER SCALE DRAWINGS. FIGURED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. ALL SCALED DIMENSIONS SHALL BE VERIFIED.
7. ALL WORK SHALL BE DONE UNDER PERMIT. PLANS AND CALCULATIONS, IF REQUIRED, SHALL BE SUBMITTED TO AND APPROVED BY THE BUILDING DEPARTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.

**PROJECT DATA**

LOT AREA: 7,348 S.F. (60'x122.5')

YEAR BUILT (FRONT & BACK BLDGS): 1882

(E) NUMBER OF UNITS: 5

(N) NUMBER OF UNITS: 7 (2 NEW UNITS@ REAR BLDG)

(N) BICYCLE PARKING (CLASS 1): 7 TOTAL

NUMBER OF STORIES (REAR BUILDING): 2 (NO CHANGE)

(E) BUILDING HEIGHT (REAR BUILDING): 25'-4" ±MAX HT (NO CHANGE)

HEIGHT/BULK LIMIT: 40-x

OCCUPANCY GROUP: R-2

ZONING: RH-3

TYPE OF CONSTRUCTION: V-B

BLOCK AND LOT: 3813-053

APPLICABLE CODES: 2013 CALIFORNIA CODE EDITIONS W/ SAN FRANCISCO AMENDMENTS

PARKING SUMMARY TABLE		(E)	PROPOSED TO BE ADDED
COVERED PARKING (WITHIN (E) GARAGE))	2	0	
COVERED BICYCLE PARKING (WITHIN (E) GARAGE)	0	7	
TOTAL	2	7	

GROSS FLOOR AREA SUMMARY* *PER SF PLANNING CODE § 102.9		
FRONT BLDG	1,590 Sq Ft	1,590 Sq Ft
REAR BLDG	3,086 Sq Ft	2,959 Sq Ft
GARAGE BLDG	585 Sq Ft	837 Sq Ft
TOTAL	5,240 Sq Ft	5,680 Sq Ft

USABLE OPEN SPACE SUMMARY	
FRONT YARD/DECK (COMMON)	1,096 Sq Ft
CENTRAL COURTYARD (COMMON)	1,760 +/- Sq Ft
REAR BUILDING ROOF DECK (COMMON)	870 Sq Ft
REQUIRED REAR YARD: 7,348x45%=3,306 Sq Ft	TOTAL: 3,714 Sq Ft

**ABBREVIATION**

#	FOUND OR NUMBER	H.G.	HANDICAPPED
AND	AND	HI	HIGH
AT	AT	HM	HOLLOW METAL
ABV	ABOVE	HP	HIGH POINT
ACT	ACUSTIC CEILING TILE	HR	HOUR
AD	AREA DRAIN	HVAC	HEATING, VENTILATING, AND AIR CONDITIONING
AFF	ABOVE FINISHED FLOOR	IRWB	IMPACT RESISTANT GYPSUM/WALLBOARD
ALUM	ALUMINUM	ILO	IN LIEU OF
APPROX	APPROXIMATE	INSUL	INSULATED
ANDD	AND/DIZED	INT	INTERIOR
ASPH	ASPHALT	LO	LOW
BD	BOARD	MAX	MAXIMUM
BDD	BUILDING	MEDH	MECHANICAL
BLKG	BLOCKING	MEMBR	MEMBRANE
BOA	BOTTOM	MIN	MINIMUM
BSMT	BASEMENT	MO	MASONRY OPENING
BST	BOTTOM OF STAIRS	MTL	METAL
BYND	BEYOND	(N)	NEW
CIP	CAST IN PLACE	NIC	NOT IN CONTRACT
CHNL	CHANNEL	NO	NO
CL	CHANNEL JOINT	NOM	NOMINAL
CLG	CEILING	N.T.S.	NOT TO SCALE
CLO	CLOSET	O.C.	ON CENTER
CLR	CLEAR	OFF	OFFICE
CNTR	COUNTER	OH	OPPOSITE HAND
CMU	CONCRETE MASONRY UNIT	ONCE	ONCE
COL	COLUMN	PCC	PRE-CAST CONCRETE
COMPR	COMPRESSIBLE	P.L.	PROPERTY LINE
CONC	CONCRETE	PLUMB	PLUMBING
CONT	CONTIGUOUS	PLY	PLYWOOD
CDRR	CORRIDOR	PT	PRESSURE TREATED
CPT	CARPET	PNT	PAINT/PANED
CTR	CENTER	PVC	POLYVINYL CHLORIDE
CTYD	COURTYARD	RBR	RUBBER
DBL	DOUBLE	RCP	REFLECTED CEILING PLAN
DEMO	DEMOLISH	RD	ROOT DRAIN
DET	DETAIL	RDWD	REDWOOD
D.F.	DRINKING FOUNTAIN	REDD	REQUIRED
DIAM	DIAMETER	ROOM	ROOM
DIMS	DIMENSIONS	S.F.	SQUARE FOOT
DN	DOWN	SM/LAR	SPECIFIED OR SPECIFICATION
DR	DOOR	SPEC	SPECIFICATION
DWG	DRAWING	SPK	SPRINKLER
(E)	EXISTING	SSTL	STAINLESS STEEL
EL	ELEVATION	STD	STANDARD
ELEC	ELECTRICAL	STL	STEEL
ELEV	ELEVATOR/ELEVATION	STRUC	STRUCTURAL
EQ	EQUAL	SQ	SQUARE
EXT	EXTERIOR	T&G	TONGUE AND GROOVE
EXP JT	EXPANSION JOINT	TC	TOP OF CURB
EXT	EXTERIOR	TILE	TOILET
F.D.	FLOOR DRAIN	TLT	TOILET
FEC	FIRE EXTINGUISHER	TO	TOP OF
CABINET	CABINET	TOC	TOP OF CONCRETE
FXT	FIXTURE	TOS	TOP OF STEEL
FLR	FLOOR	TP	TOILET PAPER DISPENSER
FLUOR	FLUORESCENT	TD	TELEPHONE/CATA
FM	FILLED METAL	TST	TOP OF STAIRS
FND	FOUNDATION	TYP	TYPICAL
FO	FACE OF FINISH	UN.A.O.	UNLESS NOTED OTHERWISE
F.O.F.	FACE OF FINISH	US	UNDERDRIVE
FURR	FURRING	V.I.P.	VERIFY IN FIELD
GA	GAGE	VP	VISION PANEL
GALV	GALVANIZED	W	WITH
G.B.	GRAB BAR	WD	WOOD
GND	GROUND	W.H.	WATER HEATER
GRP	GROUP		
GWB	GYPSUM WALL BOARD		
GYP	GYPSUM		

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**SHEET TITLE**

Cover Sheet

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**ISSUES / REVISIONS**

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DATE 12/19/2013

REVISION DATE 04/27/2015

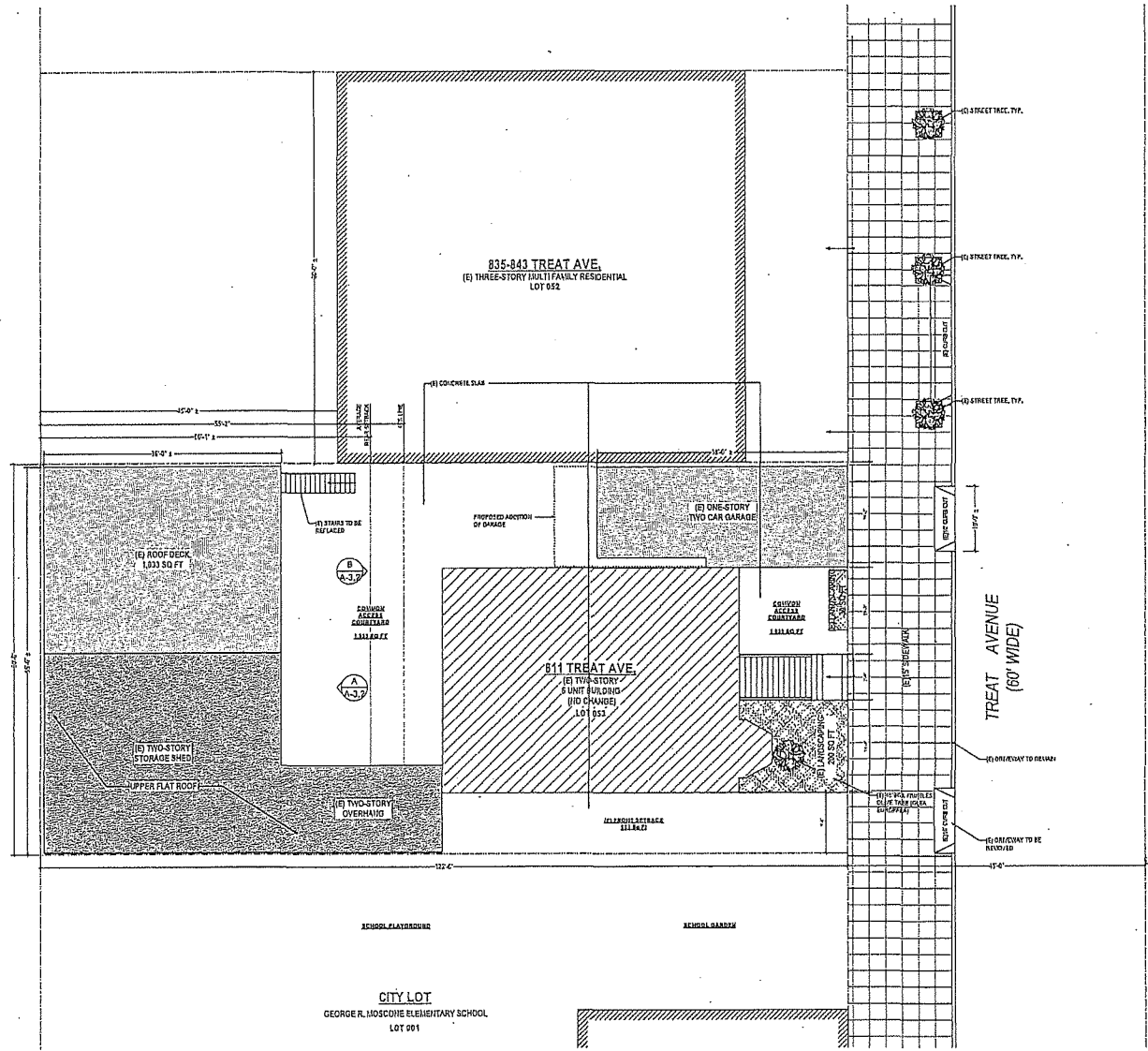
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SHEET NO. A-0.1

4440



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DATE	12/19/2013
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JOB NO.	13-001
SHEET NO.	A-1.1



Existing Site Plan  
 1/8" = 1'-0"



4441

PROJECT NAME  
811 Treat Avenue  
SAN FRANCISCO, CA

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SHEET TITLE

(N)  
Site / Roof Plan

BLOCK & LOT: 3613-053  
PROPERTY LINE:  
OUTLINE OF SUBJECT BUILDING:  
OUTLINE OF NEIGHBORS BUILDING:

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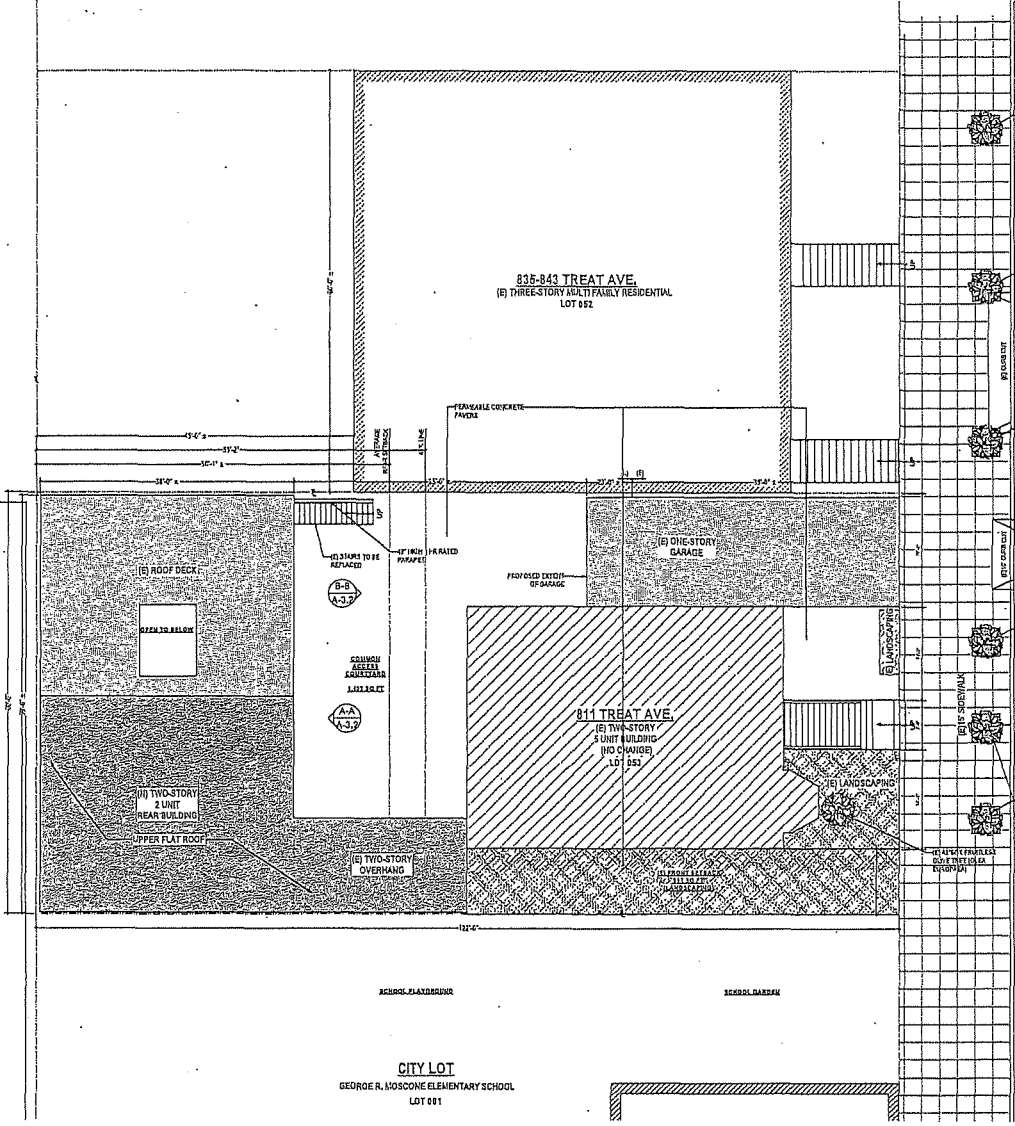
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DATE	12/18/2013
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JOB NO.	13-001
SHEET NO.	A-1.2

Proposed Site Plan  
1/8" = 1'-0"



4442

(E) 2 STORY ELEMENTARY SCHOOL



835-843 TREAT AVE.  
(E) THREE-STORY MULTIFAMILY RESIDENTIAL  
LOT 952

811 TREAT AVE.  
(E) TWO-STORY  
3 UNIT BUILDING  
(NO CHANGE)  
LOT 552

(E) STREET TREE, TYP.

(E) STREET TREE, TYP.

(E) STREET TREE, TYP.

(E) STREET TREE

(E) STREET TREE

(E) STREET TREE

TREAT AVENUE  
(60' WIDE)

SCHOOL PLAYGROUND

SCCHOOL YARD

CITY LOT  
GEORGE R. MOSCONE ELEMENTARY SCHOOL  
LOT 891

1 2 3 4 5 6 7 8 9 10

1 2 3 4 5 6 7 8 9 10

	PROPERTY LINE
	(E) WALL TO BE REMAIN
	(E) WALL TO BE REMAIN
	(N) WALL TO BE CONSTRUCTED
	(N) WALL TO BE 1-HR FIRE RATED, SEE DETAIL C-1 & 2/A4.0

**ELECTRICAL NOTES:**

ELECTRICAL SUBPANEL(S) ON FLOOR PLAN(S). PANELS SHALL NOT BE LOCATED IN THE VICINITY OF EASILY IGNITABLE MATERIAL(S) SUCH AS CLOTHES CLOSET(S). PANELS IN FIREWALL SHALL BE RELOCATED OR PROPERLY PROTECTED TO MAINTAIN FIREWALL SEPARATION.

GFCI PROTECTED OUTLETS AT THE FOLLOWING LOCATIONS:  
 (A) GARAGE  
 (B) UNFINISHED BASEMENT, CRAWL AND STORAGE SPACES.  
 (C) WITHIN 5' OF SINK OR BATH  
 (D) EXTERIOR (WATERPROOF)

RECEPTACLE OUTLETS AT THE FOLLOWING LOCATIONS:  
 (A) 12' O.C. MAX. AND WITHIN 6' OF THE END OF WALLS.  
 (B) ANY WALL SPACE 2' OR MORE FEET WIDE.  
 (C) AT EACH KITCHEN AND DINING AREA COUNTER SPACE WIDER THAN 12" SO THAT NO POINT IN ANY HALLWAY 10 FEET OR MORE IN LENGTH.

LIGHT FIXTURE IN TUB OR SHOWER ENCLOSURES AND EXTERIOR LIGHT FIXTURES SHALL BE LABELED "SUITABLE FOR DAMP LOCATIONS"

APPLIANCES FASTENED IN PLACE, SUCH AS DISHWASHERS, GARBAGE DISPOSALS, TRASH COMPACTORS, MICROWAVE OVENS, ETC., SHALL BE SUPPLIED BY A SEPARATE BRANCH CIRCUIT RATED FOR THE APPLIANCE OR LOAD SERVED.

RECEPTACLES FOR FIXED APPLIANCES SHALL BE ACCESSIBLE, NOT BEHIND APPLIANCE.

A CIRCUIT SUITABLE FOR THE LOAD WITH A MINIMUM OF 30 AMPERES IS REQUIRED FOR AN ELECTRIC CLOTHES DRYER. LIGHT FIXTURES IN TUB OR SHOWER ENCLOSURES SHALL BE LABELED "SUITABLE FOR DAMP LOCATION(S)".

PROVIDE ARC-FAULT INTERRUPTED OUTLETS IN BEDROOMS. NEW SMOKE DETECTORS TO BE INNER CONNECTED SO IF ONE DETECTOR ACTIVATES ALL UNITS SOUND ALARM.

**ENERGY NOTES:**

MIN. 80% OF KITCHEN LIGHTING WATTAGE SHALL BE FLUORESCENT, INCANDESCENT LIGHTING SHALL BE CONTROLLED BY A SEPARATE SWITCH (CNC 150(K) 2).

PROVIDE FLUORESCENT FIXTURES FOR BATHROOMS, LAUNDRY, UTILITY ROOMS AND GARAGES, OR PROVIDE A MANUAL ON OCCUPANCY SENSOR CONTROL FOR ALL INCANDESCENT FIXTURES (DIMMERS DO NOT QUALIFY) (CNC 150 (K) 3).

PROVIDE FLUORESCENT FIXTURES FOR ALL ROOMS, INCLUDING CLOSETS 70 SQ. FT. OR MORE ( OTHER THAN KITCHEN, BATHROOM, LAUNDRY, UTILITY ROOM AND GARAGES), OR PROVIDE OCCUPANCY SENSORS OR DIMMERS (CNC 150 (K) 3).

ALL RECESSED LIGHTING FIXTURES INSULATED IN INSULATED CEILINGS SHALL BE INSULATION COVER (I.C.) AND AT (AIR TIGHT) RATED (CNC 150(K) 5).

FIREPLACES, DECORATIVE GAS APPLIANCES AND GAS LOGS; INSTALLATION OF FACTORY-BUILT AND MASONRY FIREPLACES SHALL INCLUDE:  
 (A) CLOSABLE METAL OR GLASS DOORS.  
 (B) COMBUSTION AIR INTAKE (E.G. IN. MINIMUM) TO DRAW AIR FROM OUTSIDE OF THE BUILDING DIRECTLY INTO FIRE BOX. THE COMBUSTION AIR INTAKE MUST BE EQUIPPED WITH A READILY ACCESSIBLE, OPERABLE AND LIGHT-FITTING DAMPER OR COMBUSTION AIR CONTROL DEVICE.  
 EXCEPTION: AN OUTSIDE COMBUSTION AIR INTAKE IS NOT REQUIRED IF THE FIREPLACE IS INSTALLED OVER CONCRETE SLAB FLOORING AND THE FIREPLACE IS NOT LOCATED ON AN EXTERIOR WALL.  
 (C) A FLUE DAMPER WITH AN READILY ACCESSIBLE CONTROL.  
 EXCEPTION: WHEN A GAS LOG, LOG LIGHTER, OR DECORATIVE GAS APPLIANCE IS INSTALLED IN A FIREPLACE, THE FLUE DAMPER SHALL BE BLOCKED OPEN IF REQUIRED BY THE MANUFACTURER'S INSTALLATION INSTRUCTIONS OR THE STATE MECHANICAL CODE.

**PLUMBING AND MECHANICAL NOTES:**

AIR DUCTS SHALL BE NO. 26 GA. GALVANIZED SHEET METAL OR A FIRE DAMPER PROVIDED WHEN THE DUCTS PENETRATE THE OCCUPANCY SEPARATION BETWEEN THE GARAGE AND THE HOUSE.

SMOOTH METAL DUCT FOR DRYER EXHAUST EXTENDING TO OUTSIDE.

NON-REMOVABLE BACKFLOW PREVENTION DEVICES ON ALL EXTERIOR HOSE BIBS.

SIZE OF WATER CLOSETS, MAXIMUM ALLOWABLE 1.6 GALLONS PER FLUSH.

SHOWER & TUB SHOWERS SHALL BE PROVIDED WITH PRESSURE BALANCE OR THERMOSTATIC MIXING VALVE CONTROLS. HANDLE POSITION STOPS SHALL BE PROVIDED ON SUCH VALVES AND SHALL BE ADJUSTED PER MANUFACTURER'S INSTRUCTIONS TO DELIVER A MAXIMUM MIXED WATER SETTING OF 120 DEGREES F. THE WATER HEATER THERMOSTAT SHALL NOT BE CONSIDERED A SUITABLE CONTROL FOR MEETING THIS PROVISION, (CPC 415.3)

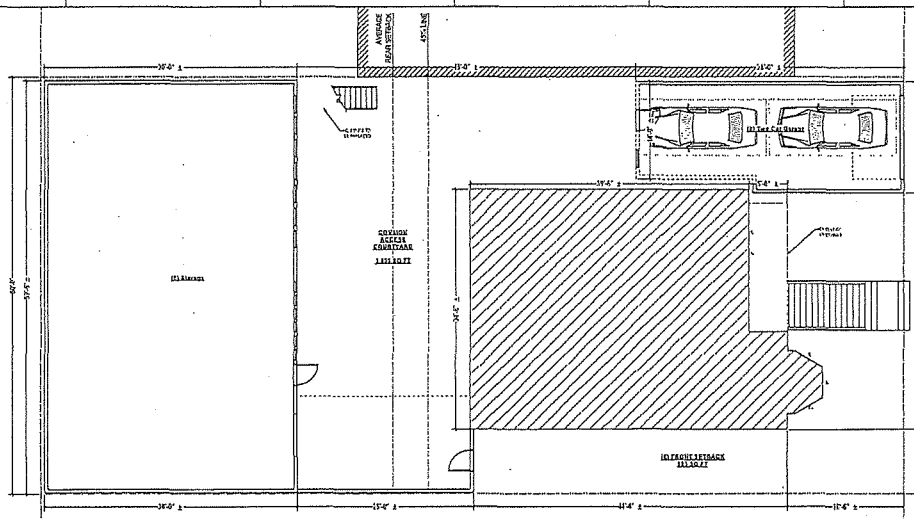
DOORS & PANELS OF SHOWERS AND BATH TUB ENCLOSURES AND ADJACENT WALL OPENINGS WITHIN 60" ABOVE A STANDING SURFACE AND DRAIN INLET SHALL BE FULLY TEMPERED, LAMINATED SAFETY GLASS OR APPROVED PLASTIC.

TEMPERED GLASS SHALL BE AFFIXED WITH A PERMANENT LABEL.

**SANITATION NOTES:**

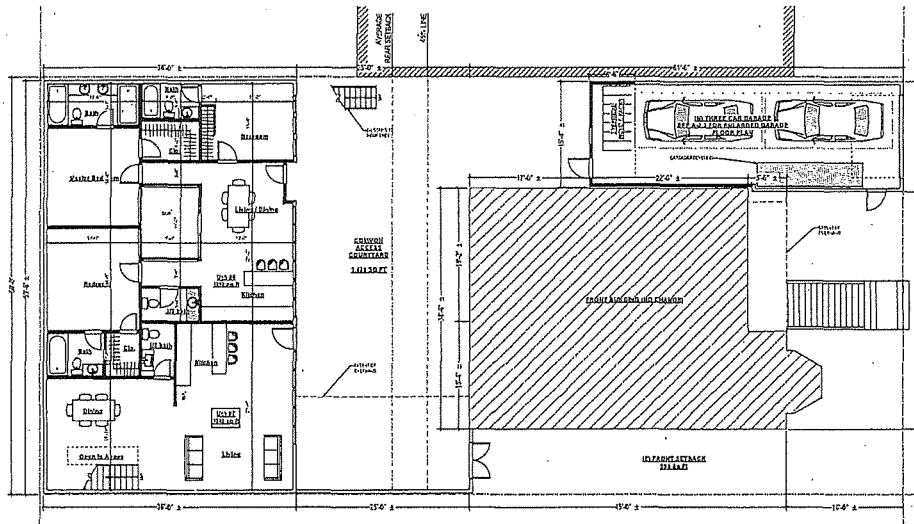
SHOWER STALL FINISH SHALL BE CERAMIC TILE EXTENDING 70 INCHES ABOVE THE DRAIN INLET

MOISTURE RESISTANT UNDERLAYMENT (e.g. WATER RESISTANT GYP. BD.) TO A HEIGHT OF 70 INCHES ABOVE THE DRAIN INLET (CBC 1210.2)



Existing First Floor Plan/Demolition Plan

1/8" = 1'-0"



Proposed First Floor Plan

1/8" = 1'-0"

PROJECT NAME

811 Treat Avenue  
SAN FRANCISCO, CA

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SHEET TITLE

Exiting & Proposed  
First Floor Plans

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SHEET NO.

A-2.1

4443

PROJECT NAME  
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**Exiting & Proposed  
 Second Floor Plans**

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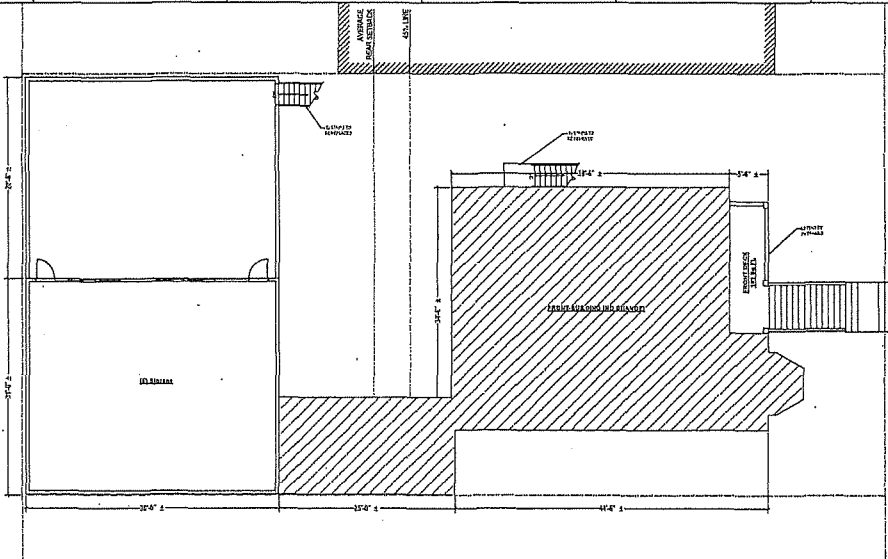
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DATE 12/19/2013

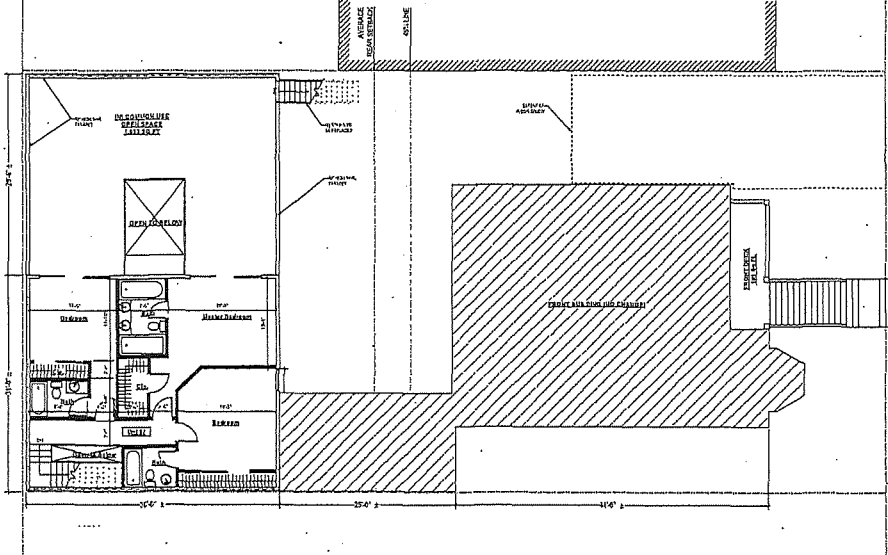
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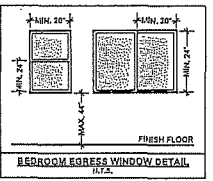
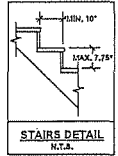
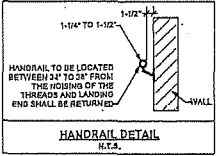
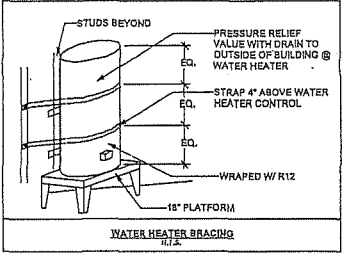
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Existing Second Floor Plan/Demolition Plan  
 1/8" = 1'-0"



Proposed Second Floor Plan  
 1/8" = 1'-0"



**BEDROOM NOTES:**  
 RESCUE WINDOWS/EMERGENCY EGRESS WINDOWS SHALL HAVE A MIN. CLEAR OPENING AREA OF 5.7 SQ. FT., MIN. CLEAR WIDTH OF 20"; MIN. CLEAR HEIGHT OF 24"; AND MAX. HEIGHT FROM FINISHED FLOOR TO BOTTOM OF OPENING OF 44"

**BATHROOM NOTES:**  
 EXHAUST FANS ARE CAPABLE OF PROVIDING FIVE AIR CHANGES PER HOUR. EXHAUST VENTS W/ BACK DRAFT DAMPER SHALL TERMINATE MIN. 3 FEET FROM ANY PROPERTY LINE & BUILDING OPENINGS.  
 BRANCH CIRCUITS: A 20A CIRCUIT IS REQUIRED TO SERVE THE REQUIRED BATHROOM OUTLETS. THIS CIRCUIT CANNOT SUPPLY ANY OTHER RECEP. LIGHTS, FANS, ETC.

**NOTES:**

1. SMOKE DETECTORS SHALL BE IN ALL BEDROOMS AND AREAS LEADING TO THEM.
2. ENVIRONMENTAL AIR DUCT EXHAUST W/ BACK DRAFT DAMPER SHALL TERMINATE 3 FEET MIN. FROM PROPERTY LINE & BUILDING OPENING.
3. VENTING SYSTEMS SHALL TERMINATE NOT LESS THAN 4 FEET BELOW OR 4 FEET HORIZONTALLY FROM, AND NOT LESS THAN ONE FOOT ABOVE A DOOR, AN OPENABLE WINDOW OR A DRAVITY AIR INLET INTO A BUILDING. VENTING SYSTEMS SHALL TERMINATE AT LEAST 1 FEET ABOVE AN OUTSIDE - OR MAKE UP - AIR INLET LOCATED WITHIN 10 FEET AND AT LEAST 4 FEET FROM A PROPERTY LINE, EXCEPT A PUBLIC WAY.

4444

Enlarged (N) Garage  
Floor Plan &  
Window/Door Details

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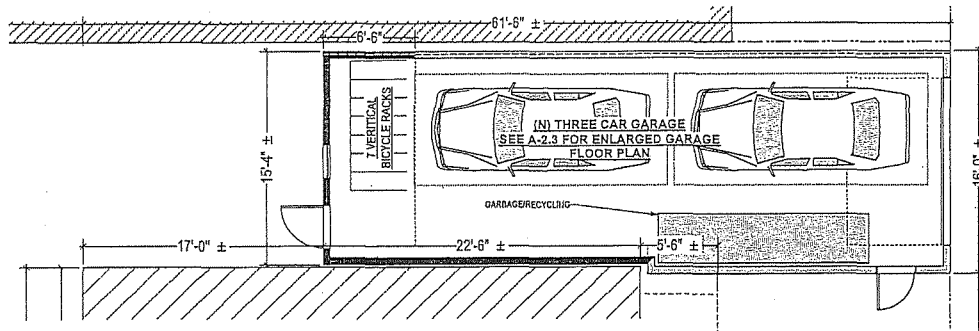
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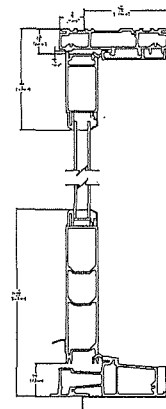
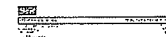
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SHEET NO.

A-2.3



Enlarged Garage Floor Plan  
1/4" = 1'-0"

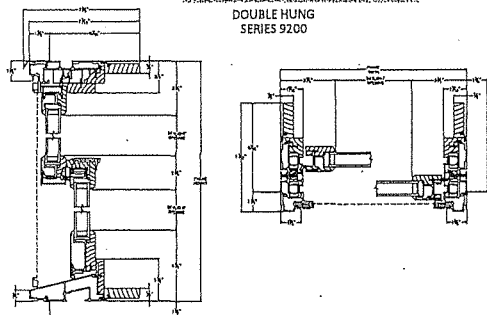


Cross Section Drawing  
Essence Double Hung Window  
1 3/8" Fin Setback, 6 1/16" Wall Condition



CAD File Name: 1113  
View: Horizontal & Vertical  
File Name: 9300 01E-01.DWG  
Scale: inch

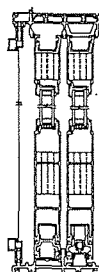
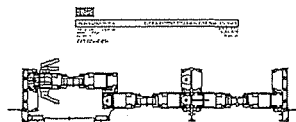
DOUBLE HUNG  
SERIES 9200



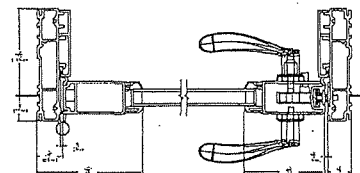
HEAD & SILL

JAMBS

Replacement Double Hung Window Detail  
1/4" = 1'-0"



(N) Patio Door Enlarged Detail  
1/4" = 1'-0"



(N) Entry Door Enlarged Detail  
1/4" = 1'-0"

PROJECT NAME  
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Building Elevations

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DATE 12/19/2013

REVISED DATE 04/27/2015

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SHEET NO. A-3.0

APPROXIMATE OUTLINE OF 2505 21ST STREET

± 25'-4"  
 (E) Front Building Roof Elev.

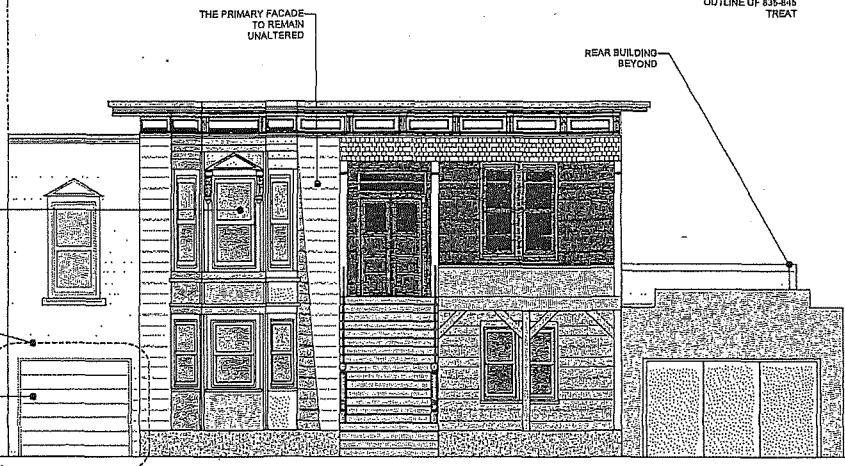
(E) WINDOW TO BE REPAIRED OR REPLACED IN KIND, TYP.

± 13'-2"  
 (E) Front Building Second Flr. Fin. Elev.

SCOPE OF WORK ON FRONT FACADE

(E) ROLL UP DOOR TO BE REMOVED

± 0' (ASSUMED DATUM)  
 (E) Grade Elev.



811 TREAT AVE.  
 Existing Front Elevation (West)  
 1/4" = 1'-0"

835-845 TREAT AVE

4/4/6

SYMBOL	MATERIAL	COLOR	FINISH
1	8" HORIZONTAL WOOD SIDING	BROWN	PAINTED
2	WOOD FRAMED DOUBLE HUNG WINDOW WITH CLEAR GLASS	WHITE	PAINTED
3	SOLID CORE WOOD DOOR	NATURAL	STAINED WOOD

APPROXIMATE OUTLINE OF 2505 21ST STREET

± 25'-4"  
 (E) Front Building Roof Elev.

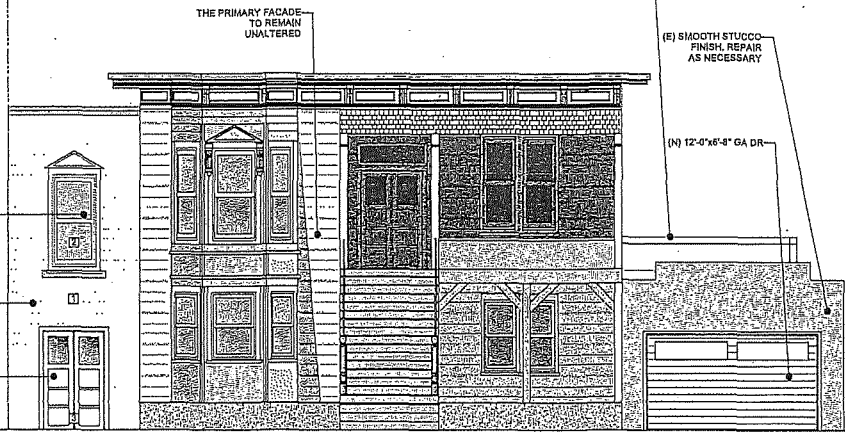
(E) WINDOW TO BE REPAIRED OR REPLACED IN KIND, TYP.

± 13'-2"  
 (E) Front Building Second Flr. Fin. Elev.

(E) HORIZONTAL SIDING TO BE RESTORED OR REPLACED IN KIND TO MATCH PRIMARY FACADE

(N) 5'-0"x8'-0" BI-SWING DOOR TO MATCH FRONT DOOR ON MAIN BUILDING

± 0' (ASSUMED DATUM)  
 (E) Grade Elev.



811 TREAT AVE.  
 Proposed Front Elevation (West)  
 1/4" = 1'-0"

835-845 TREAT AVE.

PROJECT NAME  
**811 Treat Avenue**  
 SAN FRANCISCO, CA

Omega Consulting Engineers, LLP  
 1228 HOWARD STREET  
 SAN FRANCISCO CA 94115  
 TEL: (415) 922.0203  
 FAX: (415) 922.0203

SHEET TITLE

Building Elevations

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ISSUES / REVISIONS

NO.	DATE	DESCRIPTION

DRAWN B.G.

CHECKED P.J.M.

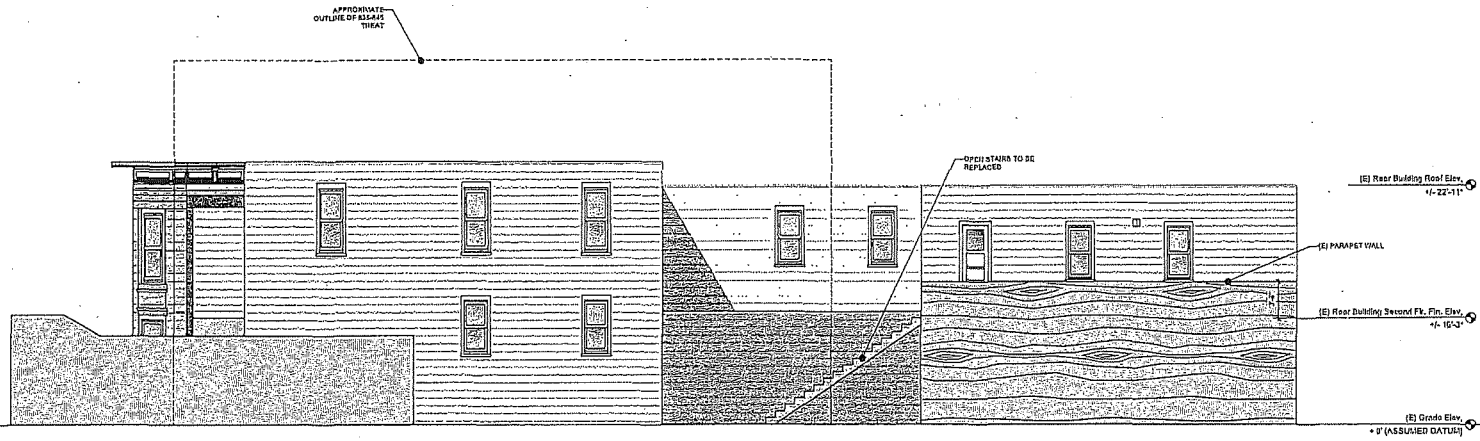
DATE 12/19/2013

REVISED DATE 04/27/2015

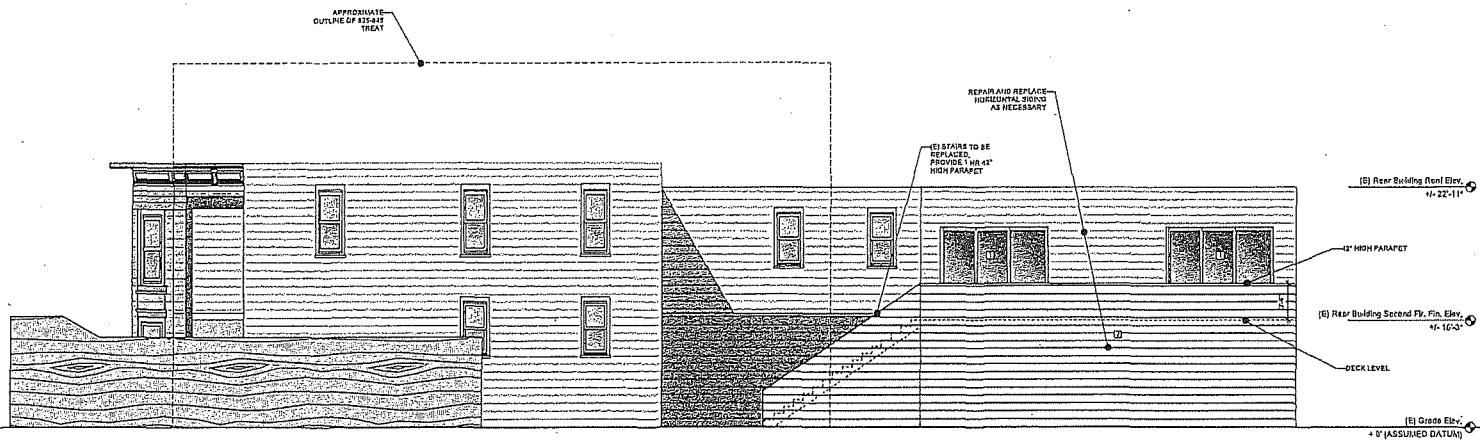
JOB NO. 13-001

SHEET NO.

A-3.1



Existing Right Elevation (South)  
 3/16" = 1'-0"



Proposed Right Elevation (South)  
 3/16" = 1'-0"

4447

PROJECT NAME  
**811 Treat Avenue**  
 SAN FRANCISCO, CA

Omega Consulting Engineers, LLP  
 1258 HOWARD STREET  
 SAN FRANCISCO CA 94115  
 TEL: (415) 922.0200  
 FAX: (415) 922.0203

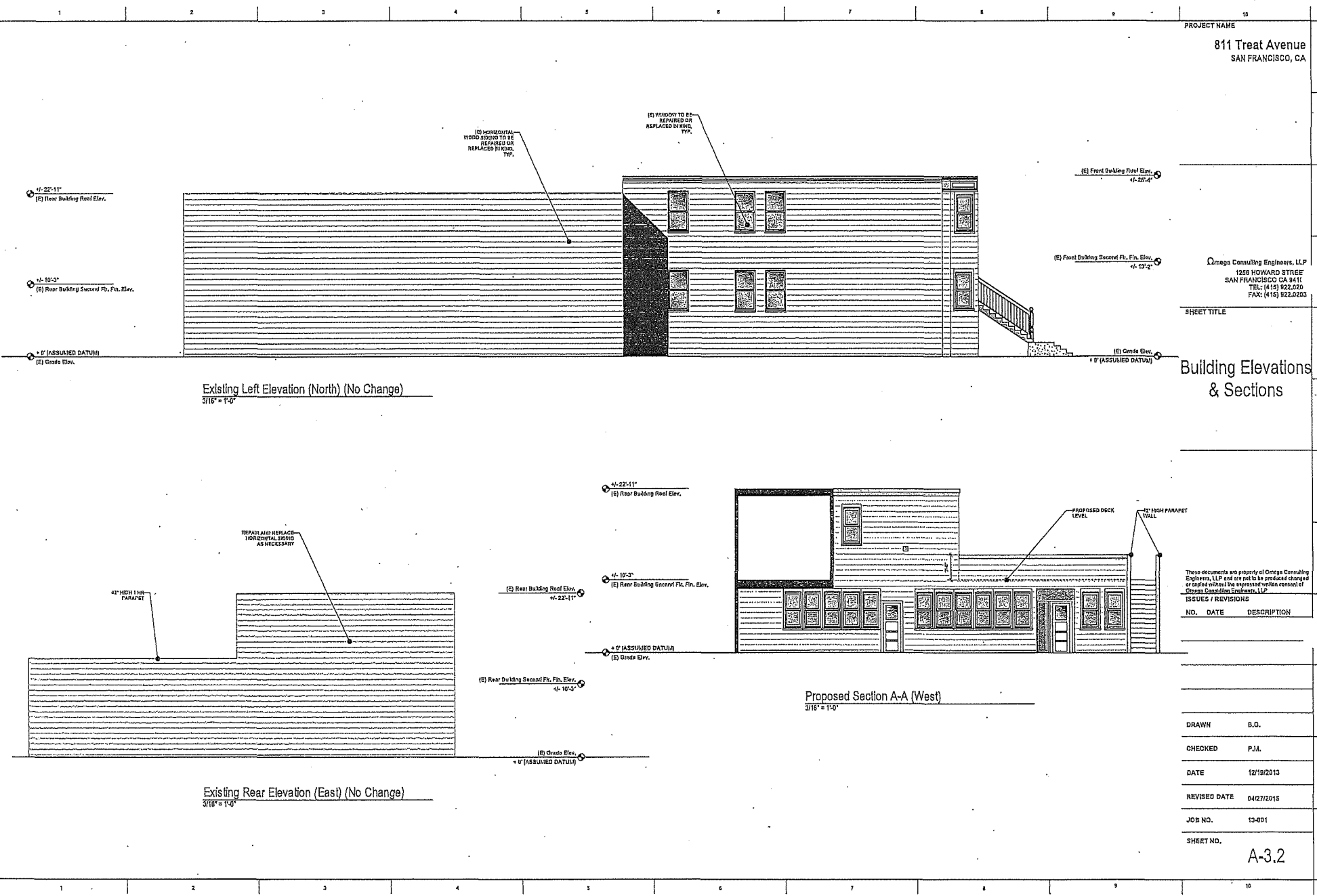
SHEET TITLE  
**Building Elevations  
 & Sections**

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ISSUES / REVISIONS		
NO.	DATE	DESCRIPTION

DRAWN	B.O.
CHECKED	P.J.A.
DATE	12/18/2013
REVISED DATE	04/27/2015
JOB NO.	13-091
SHEET NO.	A-3.2

4448



Existing Left Elevation (North) (No Change)  
 3/16" = 1'-0"

Existing Rear Elevation (East) (No Change)  
 3/16" = 1'-0"

Proposed Section A-A (West)  
 3/16" = 1'-0"





809-11 Treat Avenue

Unit #1 \$563.83

Unit #2 \$ 900.00

Unit #3 \$563.83

Unit # 4 \$529.56

Unit # 5 \$563.83

Parking \$115.00

Parking \$115.00

Mortgage \$2,349.27

Tax \$1,549.00

Insurance \$210.00

Utilities \$380.00

Maintenance

\$150.00

# RELIANCE CONSTRUCTION

851 Burlway Rd. (Suite 800)  
 Burlingame, CA 94010  
 P: (650) 347-9100 F: (650) 558-9300  
 www.reliance-const.com

## Invoice

Date	Invoice #
3/12/2018	2018-510

<b>BILL TO:</b>
Paul Iantorno
Golden Properties, LLC
Site: 811 Treat Ave., San Francisco, CA
paolo@realtywestsf.com

	P.O. #	Terms	Project
	N/A	ASAP	811 Treat Ave., San Francisco, CA 94110
Description	Quantity	Rates	Amount
811 Treat Ave., San Francisco, CA 94110 Perform PREP / FINISH PAINTING at Exterior Work performed: Fri., 3/23 to Fri., 4/13/18			
Line Item Painting Cost per Proposal	1	\$ 19,000.00	\$ 19,000.00
Additional Carpentry work for dry-rot	1	\$ 1,500.00	\$ 1,500.00
<b>Subtotal</b>			\$ 20,500.00
<b>Sales Tax</b>			\$ -
<b>Total</b>			\$ 20,500.00
<b>Payments</b>			\$ -
<b>Balance Due</b>			\$ 20,500.00



# RELIANCE CONSTRUCTION

851 Burlway Rd. (Suite 800)  
 Burlingame, CA 94010  
 P: (650) 347-9100 F: (650) 558-9300  
 www.reliance-const.com

## Invoice

Date	Invoice #
3/12/2018	2018-390

<b>BILL TO:</b>
Paul Iantorno
Golden Properties, LLC
Site: 811 Treat Ave., San Francisco, CA
paolo@realtywestsf.com

	P.O. #	Terms	Project
	N/A	ASAP	811 Treat Ave., San Francisco, CA 94110
Description	Quantity	Rates	Amount
811 Treat Ave., San Francisco, CA 94110 Perform Primer Application at Exterior Work performed: Sat, 3/10 to Sun., 3/11/18  Line Item Cost per Proposal (Primer application)	1	\$ 19,500.00	\$ 19,500.00
<b>Subtotal</b>			\$ 19,500.00
<b>Sales Tax</b>			\$ -
<b>Total</b>			\$ 19,500.00
<b>Payments</b>			\$ -
<b>Balance Due</b>			\$ 19,500.00



# RELIANCE CONSTRUCTION

851 Burlway Rd. (Suite 800)  
 Burlingame, CA 94010  
 P: (650) 347-9100 F: (650) 558-9300  
 www.reliance-const.com

## Invoice

Date	Invoice #
3/8/2018	2018-350

<b>BILL TO:</b>
Paul Iantorno
Golden Properties, LLC
Site: 811 Treat Ave., San Francisco, CA
paolo@realtywestsf.com

	P.O. #	Terms	Project
	N/A	ASAP	811 Treat Ave., San Francisco, CA 94404
Description	Quantity	Rates	Amount
811 Treat Ave., San Francisco, CA 94404 Perform Lead Cleanup and Stabilize Exterior Work performed: Mon., 3/5 to Thu., 3/8/18  Line Item Cost per Proposal, Ver 3 (2/28/18) Primer will be billed separately, on completion.	1	\$ 24,500.00	\$ 24,500.00
<b>Subtotal</b>			\$ 24,500.00
<b>Sales Tax</b>			\$ -
<b>Total</b>			\$ 24,500.00
<b>Payments</b>			\$ -
<b>Balance Due</b>			\$ 24,500.00





# SAN FRANCISCO PLANNING DEPARTMENT

October 10, 2018

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

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

Reception:  
415.558.6378

Fax:  
415.558.6409

Planning  
Information:  
415.558.6377

Re: Transmittal of Planning Department Case Numbers: 2018-006629MLS; 2018-006717MLS; 2018-006796MLS; 2018-006690MLS; 2018-006794MLS; 2018-007338MLS

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

BOS File Nos: \_\_\_\_\_ (pending)

Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

On October 3, 2018 the San Francisco Historic Preservation Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Mills Act Historical Property Contract Applications. At the October 3, 2018 hearing, the Commission voted to approve the proposed Resolutions.

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

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

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

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

Transmittal Materials  
Mills Act Historical Property Contracts

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

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

Sincerely,



Aaron D. Starr  
Manager of Legislative Affairs

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

Attachments:

Mills Act Contract Case Report, dated October 3, 2018

2253 Webster Street

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

353 Kearny Street

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

465-467 Oak Street

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

587 Waller Street

Historic Preservation Commission Resolution  
Draft Mills Act Historical Property Contract

Transmittal Materials  
Mills Act Historical Property Contracts

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

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

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



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

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: Golden Properties LLC	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. Sergio and Carol Iantorno	
Contractor address: 2170 Sutter St. San Francisco, CA 94115	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$368 (estimated property tax savings)
Describe the nature of the contract that was approved: Mills Act Historical Property Contract	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

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

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

Print Name of Board

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

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

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

# Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED  
 BOARD OF SUPERVISORS  
 SAN FRANCISCO  
 2018 OCT 24 AM 9:30  
 Time stamp  
 or meeting date

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

- 1. For reference to Committee. (An Ordinance, Resolution, Motion or Charter Amendment).
- 2. Request for next printed agenda Without Reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning : "Supervisor [ ] inquiries"
- 5. City Attorney Request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attached written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Reactivate File No. [ ]
- 10. Topic submitted for Mayoral Appearance before the BOS on [ ]

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

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

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

Sponsor(s):

Ronen

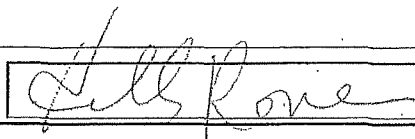
Subject:

[Mills Act Historical Property Contract - 811 Treat Avenue]

The text is listed:

Resolution approving an historical property contract between Golden Gate Properties LLC, the owner of 811 Treat Avenue, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor-Recorder to execute and record the historical property contract. (Historic Preservation Commission)

Signature of Sponsoring Supervisor:



For Clerk's Use Only