

File No. 130463

Committee Item No. 2

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

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: 12/16/2013

Board of Supervisors Meeting

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

#### Cmte Board

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<input 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 checked="" type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" 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 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

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Completed by: Victor Young

Date: December 12, 2013

Completed by: Victor Young

Date: 12/17/13

AMENDED IN COMMITTEE

12/16/13

FILE NO. 130463

RESOLUTION NO.

1 [Mills Act Historical Property Contract - 1772 Vallejo Street (Burr Mansion)]  
2

3 **Resolution approving a Mills Act historical property contract, under Administrative**  
4 **Code, Chapter 71, between John Moran the owner of 1772 Vallejo Street (Burr**  
5 **Mansion), and the City and County of San Francisco; and authorizing the Planning**  
6 **Director and Assessor to execute the Mills Act historical property contract.**  
7

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

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

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

18 WHEREAS, 1772 Vallejo Street is Landmark No. 31 under Article 10 of the Planning  
19 Code and thus qualifies as an historical property as defined in Administrative Code Section  
20 71.2; and

21 WHEREAS, A Mills Act application for an historical property contract has been  
22 submitted by John Moran, the owner of 1772 Vallejo Street, detailing completed rehabilitation  
23 work and proposing a maintenance plan for the property; and  
24  
25

1 WHEREAS, As required by Administrative Code Section 71.4(a), the application for the  
2 historical property contract for 1772 Vallejo Street was reviewed by the Assessor's Office and  
3 the Historic Preservation Commission; and

4 WHEREAS, The Assessor has reviewed the historical property contract and has  
5 provided the Board of Supervisors with an estimate of the property tax calculations and the  
6 difference in property tax assessments under the different valuation methods permitted by the  
7 Mills Act in its report transmitted to the Board of Supervisors on December 10, 2013, which  
8 report is on file with the Clerk of the Board of Supervisors in File No. 130463 and is hereby  
9 declared to be a part of this motion as if set forth fully herein; and

10 WHEREAS, The Historic Preservation Commission recommended approval of the  
11 historical property contract in its Resolution No. 727, which Resolution is on file with the Clerk  
12 of the Board of Supervisors in File No. 130463 and is hereby declared to be a part of this  
13 resolution as if set forth fully herein; and

14 WHEREAS, The draft historical property contract between John Moran, the owner of  
15 1772 Vallejo Street, and the City and County of San Francisco is on file with the Clerk of the  
16 Board of Supervisors in File No. 130463 and is hereby declared to be a part of this resolution  
17 as if set forth fully herein; and

18 WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
19 Administrative Code Section 71.4(d) to review the Historic Preservation Commission's  
20 recommendation and the information provided by the Assessor's Office in order to determine  
21 whether the City should execute the historical property contract for 1772 Vallejo Street; and

22 WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
23 owner of 1772 Vallejo Street with the cost to the City of providing the property tax reductions  
24 authorized by the Mills Act, as well as the historical value of 1772 Vallejo Street and the  
25 resultant property tax reductions; and

1        WHEREAS, The Historic Preservation Commission determines 1772 Vallejo Street  
2 meets the exemption criteria for a residential property valued at \$3 million or more as it is a  
3 City Landmark under Article 10 of the Planning Code. The Historic Structures Report  
4 demonstrates substantial work to be performed to ensure continued preservation of the  
5 property; now, therefore, be it

6        RESOLVED, That the Board of Supervisors hereby approves the historical property  
7 contract between John Moran, the owner of 1772 Vallejo Street, and the City and County of  
8 San Francisco; and, be it

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

11        FURTHER RESOLVED, That the Planning Department and the Assessor-Recorder's  
12 Office will submit an annual report, to the Board of Supervisors, Mayor, Controller, and the  
13 Budget and Legislative Analyst, that details for each property with an existing historic property  
14 agreement: 1) the original date of approval of the agreement by the Board of Supervisors; 2)  
15 the annual property tax amount under the historic property agreement; 3) the percent  
16 reduction in the annual property tax amount due to the historic property agreement; 4) the  
17 reduction in annual property tax revenues to the City; and 5) conformance of the property to  
18 the provision of the historic property agreement; and, be it

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



**CITY AND COUNTY OF SAN FRANCISCO**


**BOARD OF SUPERVISORS**

**BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292  
FAX (415) 252-0461

December 12, 2013

**TO:** Budget and Finance Committee

**FROM:** Budget and Legislative Analyst 

**SUBJECT:** December 16, 2013 Special Budget and Finance Committee Meeting

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**Department:**  
 Planning Department  
 Assessor/Recorder's Office

### EXECUTIVE SUMMARY

The Mills Act, codified in State Government Code Section 50280, authorizes local governments to enter into historic property agreements with owners of qualified historic properties, in which local governments reduce the assessed value of the property according to a formula established in the Mills Act, thereby reducing property taxes payable by the property owner to the City, provided that owners rehabilitate, restore, preserve, and maintain their qualified historic properties.

The proposed resolutions would approve 11 new historic property agreements in accordance with the Mills Act for ten residential properties and one commercial property in which the property owners agree to rehabilitate and maintain their properties to specific historic preservation standards and receive a reduced property assessment, resulting in reduced property tax payments to the City. The following table shows the 11 properties and the assessed property values with and without an historic property agreement.

**Table: Proposed 11 Historic Property Agreements and the Assessed Property Values with and without an Historic Property (Mills Act) Agreement**

Item	File	Property	Property Type	Assessed Value without Mills Act Designation	Assessed Value with Mills Act Designation	Reduction in Assessed Value
2	13-0463	1772 Vallejo Street	Single Family	\$6,250,000	\$2,220,625	\$4,029,375
3	13-0479	2550 Webster Street	Single Family	2,924,570	2,523,438	401,132
4	13-0506	1019 Market Street	Commercial	17,500,000	16,540,000	960,000
5	13-0521	3769 20th Street	Single Family	1,785,000	932,783	852,217
6	13-0522	50 Carmelita Street	Single Family	2,620,582	970,000	1,650,582
7	13-0577	66 Carmelita Street	Single Family	1,999,993	720,000	1,279,993
8	13-0640	70 Carmelita Street	Single Family	635,263	780,000	n/a
9	13-1157	56 Pierce Street	Single Family	1,535,568	910,000	625,568
10	13-1158	64 Pierce Street	Single Family	2,526,192	950,000	1,576,192
11	13-1159	56 Potomac Street	Single Family	1,064,403	630,000	434,403
12	13-1160	66 Potomac Street	3 Unit Rental	1,895,874	900,000	995,874
<b>Total</b>				<b>\$40,737,445</b>	<b>\$28,076,846</b>	<b>\$12,805,336</b>

Under the 11 proposed historic property agreements, total estimated rehabilitation, renovation, and maintenance costs over the initial 10-year term of the agreements are \$10,811,283, as shown in the following table.

**Table: Rehabilitation and Renovation and Maintenance Costs under the 11 Proposed Historic Property Agreements**

Item	File	Address	Property Type	Estimated Costs of Rehabilitation and Renovation	Estimated Costs of Maintenance over 10 Years	Total Rehabilitation, Renovation, and Maintenance Cost over 10 Years
2	13-0463	1772 Vallejo Street	Single Family	\$621,000	\$990,000	\$1,611,000
3	13-0479	2550 Webster Street	Single Family	1,539,000	370,000	1,909,000
4	13-0506	1019 Market Street	Commercial	5,412,783	225,000	5,637,783
5	13-0521	3769 20th Street	Single Family	101,000	50,000	151,000
6	13-0522	50 Carmelita Street	Single Family	0	411,000	411,000
7	13-0577	66 Carmelita Street	Single Family	192,000	25,000	217,000
8	13-0640	70 Carmelita Street	Single Family	43,000	12,000	55,000
9	13-1157	56 Pierce Street	Single Family	0	227,000	227,000
10	13-1158	64 Pierce Street	Single Family	141,000	92,000	233,000
11	13-1159	56 Potomac Street	Single Family	25,000	32,500	57,500
12	13-1160	66 Potomac Street	3 Unit Rental	189,000	113,000	302,000
		<b>Total</b>		<b>\$8,263,783</b>	<b>\$2,547,500</b>	<b>\$10,811,283</b>

Approval of the proposed historic property agreements for the 11 properties would result in reduced property tax revenues to the City in 2014 of \$152,129, as shown in the table below, and over the initial 10-year period of approximately \$1,521,290.

**Table: Estimated Reduction in Property Tax Revenues to the City**

Item	File	Address	No Historic Property Agreement (Estimated)	Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction Over 10 Years
2	13-0463	1772 Vallejo Street	\$74,250	\$26,381	\$47,869	64%	\$478,690
3	13-0479	2550 Webster Street	34,744	29,978	4,766	14%	47,660
4	13-0506	1019 Market Street	207,900	196,495	11,405	5%	114,050
5	13-0521	3769 20th Street	21,206	11,081	10,125	48%	101,250
6	13-0522	50 Carmelita Street	31,133	11,524	19,609	63%	196,090
7	13-0577	66 Carmelita Street	23,760	8,554	15,206	64%	152,060
8	13-0640	70 Carmelita Street	7,547	7,547	0	0%	0
9	13-1157	56 Pierce Street	18,243	10,811	7,432	41%	74,320
10	13-1158	64 Pierce Street	30,011	11,286	18,725	62%	187,250
11	13-1159	56 Potomac Street	12,645	7,484	5,161	41%	51,610
12	13-1160	66 Potomac Street	22,523	10,692	11,831	53%	118,310
		<b>Total</b>	<b>\$483,962</b>	<b>\$331,833</b>	<b>\$152,129</b>		<b>\$1,521,290</b>

The City currently has six historic property agreements, which were approved by the Board of Supervisors from 2002 through 2013. The estimated annual reduction in property tax revenues to the City due to the existing historical property agreements is \$702,740, as shown in the following table.

**Table: Estimated Annual Reduction in Property Tax Revenues to the City under the Six Existing Mills Act Historical Property Agreements**

2013-2014 Property Tax Payment to the City					
Board of Supervisors Approval Date	Address	Historical Property Agreement	No Historical Property Agreement	Reduction	Percent Reduction
May 13, 2002	460 Bush Street	\$24,472	\$44,519	\$20,047	45%
May 15, 2007	1080 Haight Street	32,453	82,415	49,962	61%
August 7, 2007	1735 Franklin Street	23,853	35,708	11,856	33%
November 18, 2008	690 Market Street	1,282,186	1,807,186	525,000	29%
December 3, 2010	1818 California	28,504	112,791	84,287	75%
July 30, 2013	201 Buchanan Street	19,465	31,052	11,588	37%
	<b>Total</b>	<b>\$1,410,932</b>	<b>\$2,113,672</b>	<b>\$702,740</b>	

The total reduction in annual property tax revenues to the City will be \$854,869, including \$702,740 for the existing six historical property agreements and \$152,129 for the proposed 11 historic property agreements.

#### **Exemptions from the Mills Act Property Program Requirements**

Eligibility for Mills Act historical property agreements is limited to sites, buildings, or structures with an assessed valuation, as of December 31 of the year before the application is made, of \$3,000,000 or less for single-family dwellings and \$5,000,000 or less for multi-unit residential, commercial, or industrial buildings, unless the Board of Supervisors grants an exemption. Two of the proposed properties have assessed values that exceed these limits:

- 1772 Vallejo Street is currently valued by the Assessor's Office at \$6,250,000 or \$3,250,000 more than the eligibility limit of \$3,000,000 established by the Mills Act for a single family residence. According to Mr. Tim Frye, Planning Department Preservation Coordinator, the single family residence at 1772 Vallejo qualifies for an exemption as it is a City Landmark under Article 10 of the Planning Code.
- 1019 Market Street is currently valued by the Assessor's Office at \$17,500,000, or \$12,500,000 more than the eligibility limit of \$5,000,000 established by the Mills Act for a commercial property. According to Mr. Frye, the commercial property at 1019 Market Street qualifies for an exemption as it is listed on the National Register of Historic Places and is a contributor to the National Register-listed Market Street Theater and Loft District.

### **Reporting on the Mills Act Historic Property Program**

Administrative Code Section 71.7 requires that the Planning Department and Assessor/Recorder's Office submit a joint report to the Board of Supervisors and the Historic Preservation Commission on March 31, 2013 and every three years thereafter providing the Departments' analysis of the historical property agreement (Mills Act) program. Such report has not been submitted to the Board of Supervisors.

Because, according to Mr. Tim Frye, Planning Department Preservation Coordinator, the Board of Supervisors will not receive an analysis of the historical property agreement program required by Administrative Code Section 71.7 until approximately March 31, 2016, the Budget and Legislative Analyst recommends amending each of the 11 proposed resolutions to request the Director of Planning to submit an annual report to the Board of Supervisors, Mayor, Controller, and Budget and Legislative Analyst that details for each of the 17 properties (11 proposed and six existing) with an historic property agreement (1) the original date of approval by the Board of Supervisors of the agreement; (2) the annual property tax amount under the historic property agreement; (3) the percent reduction in the annual property tax amount due to the historic property agreement; (4) the reduction in annual property tax revenues to the City; and (5) conformance of the property to the provisions of the historic property agreement.

### **RECOMMENDATIONS**

- Amend Resolution 13-0463 to specify that approval of the proposed historical property agreement authorizes an exemption to the Mills Act historical property agreement eligibility limit of \$3,000,000 for a single family residence.
- Amend Resolution 13-0506 to specify that approval of the proposed historical property agreement authorizes an exemption to the Mills Act historical property agreement eligibility limit of \$5,000,000 for a commercial property.
- Amend each of the 11 proposed resolutions to request the Director of Planning submit an annual report to the Board of Supervisors, Mayor, Controller, and Budget and Legislative Analyst that details for each property with an existing historic property agreement (1) the original date of approval by the Board of Supervisors of the agreement; (2) the annual property tax amount under the historic property agreement; (3) the percent reduction in the annual property tax amount due to the historic property agreement; (4) the reduction in annual property tax revenues to the City; and (5) conformance of the property to the provisions of the historic property agreement.
- Approval of the proposed 11 resolutions, as amended, is a policy matter for the Board of Supervisors.

## MANDATE STATEMENT/BACKGROUND

### Mandate Statement

The Mills Act, codified in State Government Code Section 50280, authorizes local governments to enter into historic property agreements with owners of qualified historic properties, in which local governments reduce the assessed value of the property according to a formula established in the Mills Act, thereby reducing property taxes payable by the property owner to the City, provided that owners rehabilitate, restore, preserve, and maintain their qualified historic properties.

The City's Administrative Code<sup>1</sup> specifies (a) required qualifications for properties to allow for approval of a Mills Act historic property agreement, (b) the Mills Act historic property application and approval processes, and (c) the terms and fees for individual property owners to apply for Mills Act historic property agreements with the City in order to receive such Mills Act Property Tax reductions, subject to Board of Supervisors approval.

### Background

In order for a Mills Act historic property agreement to be approved<sup>2</sup>, the property must be designated a qualified historic property by being listed or designated in one of the following ways on or before December 31 of the year before the application is made:

- Individually listed in the National Register of Historic Places or the California Register of Historical Resources;
- Listed as a contributor to a historic district included on the National Register of Historic Places or the California Register of Historical Resources;
- Listed as a City landmark pursuant to Planning Code Article 10;
- Designated as contributory to a historic district; or
- Designated as significant<sup>3</sup> (Categories I and II) or contributory<sup>4</sup> (Categories III or IV).

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<sup>1</sup> Administrative Code Chapter 71

<sup>2</sup> Administrative Code Section 71.2

<sup>3</sup> Planning Code Section 1102(a) designates a building as Category I significant if it is (1) at least 40 years old, (2) judged to be a building of individual importance, and (3) is rated excellent in architectural design or as very good in both architectural design and relationship to the environment. Planning Code Section 1102(b) designates a building as Category II significant if it (1) meets the standards in Section 1102(a) and (2) if it is feasible to add different and higher replacement structures or additions to the height at the rear of the structure without affecting the architectural quality or relationship to the environment and without affecting the appearance of the retained portions as a separate structure when viewing the principal facade.

<sup>4</sup> Planning Code Section 1102(c) designates a building as Category III contributory if it is (1) located outside a designated conservation district, (2) is at least 40 years old, (3) judged to be a building of individual importance, and (4) is rated either Very Good in architectural design or excellent or very good in relationship to the environment. Planning Code Section 1102(d) designates a building as Category IV contributory if it is (1) located in a designated conservation district, (2) judged to be a building of individual importance, (3) judged to be a building

In addition, eligibility for Mills Act historic property agreements is limited to sites, buildings, or structures with an assessed valuation, as of December 31 of the year before the application is made, of \$3,000,000 or less for single-family dwellings and \$5,000,000 or less for multi-unit residential, commercial, or industrial buildings, unless the Board of Supervisors grants an exemption.

Once the Mills Act historic property agreement has been enacted, the initial term is for 10 years, which is automatically extended each year on the anniversary date of the agreement<sup>5</sup>. Therefore, the historic property agreement and reduced property taxes continue into perpetuity.

Either the property owner or the Board of Supervisors may file a notice of nonrenewal to not automatically extend the term of the agreement.<sup>6</sup> Once the notice of nonrenewal has been filled, the final term of the historic property agreement is for ten years and is no longer automatically extended each year.<sup>7</sup>

#### DETAILS OF PROPOSED LEGISLATION

**File 13-0463** is a resolution (a) approving a Mills Act historic property agreement with John Moran, the owner of the residential property located at 1772 Vallejo Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-0479** is a resolution (a) approving a Mills Act historic property agreement with Pacific Heights, LLC, the owners of the residential property located at 2550 Webster Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-0506** is a resolution (a) approving a Mills Act historic property agreement with 1019 Market St. Properties, LLC, the owners of the commercial property located at 1019 Market Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-0521** is a resolution (a) approving a Mills Act historic property agreement with Brian Jackson and Thomas Ranese, the owners of the residential property located at 3769 20<sup>th</sup> Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

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of contextual importance, and (4) is rated either Very Good in architectural design or excellent or very good in relationship to the environment.

<sup>5</sup> According to State Government Code Section 50282

<sup>6</sup> The City must submit a nonrenewal notice 60 days prior to the date of renewal and the owners must submit a nonrenewal notice 90 days prior to the date of renewal.

<sup>7</sup> The City must submit a nonrenewal notice 60 days prior to the date of renewal and the owners must submit a nonrenewal notice 90 days prior to the date of renewal.

**File 13-0522** is a resolution (a) approving a Mills Act historic property agreement with Adam Spiegel and Guillemette Broulliat-Spiegel, the owners of the residential property located at 50 Carmelita Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-0577** is a resolution (a) approving a Mills Act historic property agreement with Amy Hockman and Brian Bone, the owners of the residential property located at 66 Carmelita Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-0640** is a resolution (a) approving a Mills Act historic property agreement with Elise Sommerville, the owner of the residential property located at 70 Carmelita Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-1157** is a resolution (a) approving a Mills Act historic property agreement with Adam Wilson and Quyen Nguyen, the owners of the residential property located at 56 Pierce Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-1158** is a resolution (a) approving a Mills Act historic property agreement with Jean Paul and Ann Balajadia, the owners of the residential property located at 64 Pierce Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-1159** is a resolution (a) approving a Mills Act historic property agreement with Karli Sager and Jason Monberg, the owners of the residential property located at 56 Potomac Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.

**File 13-1160** is a resolution (a) approving a Mills Act historic property agreement with Adam Wilson and Quyen Nguyen, the owners of the residential property located at 66 Potomac Street, and (b) authorizing the Director of Planning and the Assessor to execute the subject historic property agreement.



**Item 2 – File 13-0463****Applicant:** John Moran**Property Address:** 1772 Vallejo Street**Date of Historical Landmark Designation by the Board of Supervisors:** March 30, 1970

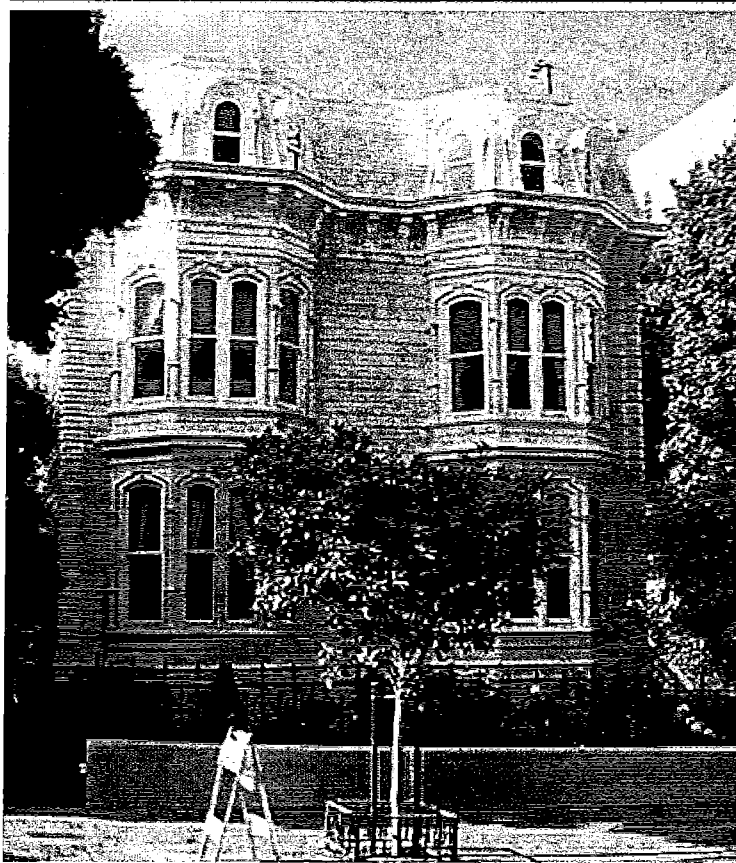
**Board of Supervisors Ordinance Number:** Ordinance No. 103-70 designated the Burr House located at 1772 Vallejo Street as a landmark pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** December 4, 2013

The subject property located at 1772 Vallejo Street is currently valued by the Assessor's Office at \$6,250,000 or \$3,250,000 more than the eligibility limit of \$3,000,000 established by the Mills Act for a single family residence. According to Mr. Tim Frye, Planning Department Preservation Coordinator, the single family residence at 1772 Vallejo qualifies for an exemption as it is a City Landmark under Article 10 of the Planning Code. A required Historic Structures Report by the Planning Department determined that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations. Because Board of Supervisors' approval of proposed historic property agreement for the property at 1772 Vallejo Street would grant the exemption, Resolution 13-0463 should be amended to specify that approval of the proposed historic property agreement authorizes an exemption to the Mills Act historic property agreement eligibility limit of \$3,000,000 for a single family residence.

**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 1772 Vallejo Street, the subject property is located on the north side of Vallejo Street between Gough and Franklin Streets. Assessor's Block 0522, Lot 029. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as City Landmark #31. The three-story-over-basement house was designed primarily in the Italianate style with French Second Empire influences.

**Exhibit 1: 1772 Vallejo Street****Proposed Property Rehabilitation and Renovation Program**

According to the Planning Department's Mills Act Agreement Case Report for 1772 Vallejo Street, the property owners propose to begin rehabilitation efforts and the proposed rehabilitation program involves and includes the following components:

- Evaluating the structural soundness of unreinforced masonry foundation;
- Removing interior unreinforced chimney (not visible from street);
- Improving the landscape drainage to redirect water flow from the house; work to rehabilitate the historic garden setting;
- Completing a feasibility study for upgrading the unreinforced foundation of the rear cottage,
- Repairing the historic windows at the cottage;
- Repairing and reinforcing the fireplace and chimney of the cottage;
- Replacing the roofing, and any damaged rafters as needed, of the cottage;
- Completing a feasibility study for demolishing the non-historic garage to restore the historic character of the property;

- Repairing and replacing historic wood windows as necessary;
- Repairing deteriorated wood siding and millwork in-kind;
- Repainting the exterior for historic accurate paint colors; and
- Replacing the roof.

The proposed rehabilitation and renovations are currently estimated to cost \$621,000.

#### **Proposed Property Maintenance Plan**

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Care of the garden;
- Wood siding, windows/glazing, roof, millwork and ornamentation;
- Gutters, downspouts and drainage; and
- The attic and foundation.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$89,000 per year.

#### **Impact on Property Taxes**

Table 1 below reflects the estimated assessed value of 1772 Vallejo Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

**Table 1: Summary of Assessed Value of 1772 Vallejo Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$6,250,000	\$2,220,625	\$4,029,375	64%	n/a
Estimated Property Taxes Payable to the City	\$74,250	\$26,381	\$47,869	64%	\$478,690

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$478,690 shown in the table above.

Mr. Michael Jine, Office of the Assessor-Recorder, advises that since property tax rates have not been finalized for FY 2014-15, the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$1,611,000 in property renovation and maintenance and save an estimated \$478,690 in property taxes, for net costs to the property owner of \$1,132,310 in historic renovations and maintenance, as shown in Table 2 below.

**Table 2: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$621,000
Estimated Annual Maintenance Costs Over 10 Years	890,000
Estimated Periodic Maintenance Costs Over 10 Years	100,000
Total Costs to Property Owner	1,611,000
Property Tax Savings Over 10 Years	\$478,690
<b>Net Costs to Property Owner</b>	<b>\$1,132,310</b>

According to Mr. Greg Kato, Treasurer/Tax Collector's Office, all property taxes assessed to 1772 Vallejo Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 3 – File 13-0479**

**Applicant:** Pacific Heights, LLC

**Property Address:** 2550 Webster Street

**Date of Historical Landmark Designation by the Board of Supervisors:** March 1, 1971

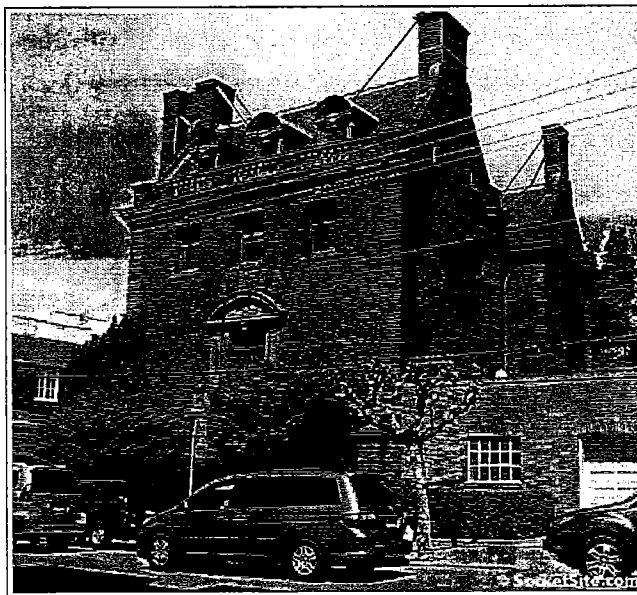
**Board of Supervisors Ordinance Number:** Ordinance No. 51-71 designated the Bourn Mansion located at 2550 Webster Street as a landmark pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** October 16, 2013

**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 2550 Webster Street, the subject property is located on the east side of Market Street between Broadway and Pacific Streets. Assessor's Block 0580, Lot 013. It is located in a RH-2 (Residential-House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as City Landmark #38. The three-story-over-basement, masonry residence was built in 1896 by William Bourne, President of the Spring Valley Water Company and designed by architect Willis Polk in the classical revival style.

**Exhibit 2: 2550 Webster Street**



**Proposed Property Rehabilitation and Renovation Program**

According to the Planning Department's Mills Act Agreement Case Report 2550 Webster Street, the property owners proposed rehabilitation program involves exterior work to the Bourn Mansion and includes the following components:

- Repairing and in-kind replacing of the historic slate roofing, including structural framing and reinforcement;
- Repairing the historic windows; and
- Restoring the conservatory roof and leaded glass windows.

The proposed rehabilitation and renovations are currently estimated to cost \$1,539,000.

**Proposed Property Maintenance Plan**

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Care of the roof chimneys, masonry, millwork and ornamentation;
- Sheet metal; and
- Windows and doors.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$37,000 per year.

**Impact on Property Taxes**

Table 3 below reflects the estimated assessed value of 2550 Webster Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

**Table 3: Summary of Assessed Value of 2550 Webster Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$2,924,570	\$2,523,438	\$401,132	14%	n/a
Estimated Property Taxes Payable to the City	\$34,744	\$29,978	\$4,766	14%	\$47,660

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$47,660 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$1,909,000 in property renovation and maintenance and save an estimated \$47,660 in property taxes, for net costs to the property owner of \$1,861,340 in historic renovations and maintenance, as shown in Table 4 below.

**Table 4: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$1,539,000
Estimated Annual Maintenance Costs Over 10 Years	370,000
Estimated Periodic Maintenance Costs Over 10 Years	0
Total Costs to Property Owner	1,909,000
Property Tax Savings Over 10 Years	47,660
Net Costs to Property Owner	\$1,861,340

According to Mr. Kato, all property taxes assessed to 2550 Webster Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 4 – File 13-0506**

**Applicant:** 1019 Market St. Properties, LLC

**Property Address:** 1019 Market Street

**Date of Historical Landmark Designation by the Board of Supervisors:** N/A

**Board of Supervisors Ordinance Number:** N/A

The property at 1019 Market Street is eligible for a Mills Act agreement because it is listed on the National Register of Historic Places and is designated under Article 11 of the Planning Code as a Category II building.

**Date of Historic Preservation Commission Approval:** October 16, 2013

The subject property located at 1019 Market Street is currently valued by the Assessor's Office at \$17,500,000, or \$12,500,000 more than the eligibility limit of \$5,000,000 established by the Mills Act for a commercial property. According to Mr. Frye, the commercial property at 1019 Market Street qualifies for an exemption as it is listed on the National Register of Historic Places as it is designated under Article 11 of the Planning Code as a Category II building and is a contributor to the National Register-listed Market Street Theater and Loft District. A required Historic Structures Report by the Planning Department determined that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations. Because Board of Supervisors' approval of proposed historic property agreement for the property at 1019 Market Street would grant the exemption, Resolution 13-0506 should be amended to specify that approval of the proposed historic property agreement authorizes an exemption to the Mills Act historic property agreement eligibility limit of \$5,000,000 for a commercial property.

**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 1019 Market Street, the subject property is located on the east side of Market Street between 6th and 7th Streets. Assessor's Block 3703, Lot 076. It is located in a C-3-G (Downtown General) Zoning District and a 120-X Height and Bulk District. The property was designated under Article 11 as Category II building. It is also listed on the National Register as a contributor to the Market Street Theater Loft District, the UMB survey, and the Planning Department 1976 Architectural Survey. The seven-story-over-basement, unreinforced masonry loft was built in 1909 by the McDonough Estate Company, and designed by architect George Applegarth, to house the



Eastern Outfitting Company, which sold furniture, carpets, stoves and bedding through the 1930s. The interior and ground floor were remodeled in 1937 and the building was renovated again in 1970. The primary façade faces Market Street and is comprised of three sections: the ground floor storefront, the Chicago style bay window flanked by giant terra cotta Corinthian columns, and capped with a large decorative sheet metal cornice.

**Exhibit 3: 1019 Market Street**



**Proposed Property Rehabilitation and Renovation Program**

According to the Planning Department's Mills Act Agreement Case Report 1019 Market Street, the property owners proposed to continue rehabilitation efforts approved administratively under a Minor Permit to Alter<sup>8</sup> by Planning Department Staff on July 2, 2013. The proposed rehabilitation program involves the following components:

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<sup>8</sup> A Permit to Alter is the entitlement required to alter Article 11 of the Planning Code designated Significant or Contributory buildings or any building within a conservation district. A Permit to Alter is required for any construction, addition, major alteration, relocation, removal, or demolition of a structure, object or feature. A

- Repairing of the exterior including a new ground floor storefront;
- Repairing the upper story bays and terra cotta columns;
- Restoring the sheet metal cornice; and
- Re-glazing all existing historic windows.

The proposed rehabilitation and renovations are currently estimated to cost \$5,412,783.

#### **Proposed Property Maintenance Plan**

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes care of the roof, sheet metal, terra cotta, wood window sashes, sheet metal window mullions, and the parged concrete walls.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$20,000 per year.

#### **Impact on Property Taxes**

Table 5 below reflects the estimated assessed value of 1019 Market Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

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Minor Permit to Alter can be approved by Planning Department Staff; however, a Major Permit to Alter must be approved by Historic Preservation Commission.

**Table 5: Summary of Assessed Value of 1019 Market Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$17,500,000	\$16,540,000	\$960,000	5%	n/a
Estimated Property Taxes Payable to the City	\$207,900	\$196,495	\$11,405	5%	\$114,050

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$114,050 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$5,637,738 in property renovation and maintenance and save an estimated \$114,050 in property taxes, for net costs to the property owner of \$5,523,688 in historic renovations and maintenance, as shown in Table 6 below.

**Table 6: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

<b>Property Owner Costs</b>	
Estimated Historic Renovation Costs	\$5,412,783
Estimated Annual Maintenance Costs Over 10 Years	200,000
Estimated Cyclical Maintenance Costs Over 10 Years	25,000
<b>Total Costs to Property Owner</b>	<b>5,637,738</b>
Property Tax Savings Over 10 Years	114,050
<b>Net Costs to Property Owner</b>	<b>\$5,523,688</b>

According to Mr. Kato, all property taxes assessed to 1019 Market Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 5 – File 13-0521**

**Applicant:** Brian Jackson and Thomas Ranese

**Property Address:** 3769 20<sup>th</sup> Street

**Date of Historical Landmark Designation by the Board of Supervisors:** October 15, 1985

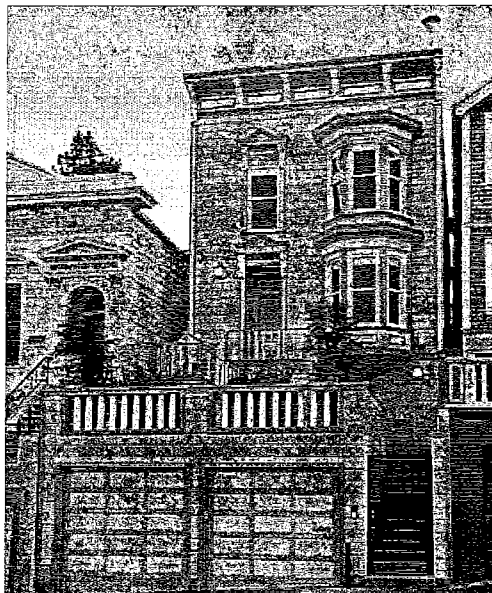
**Board of Supervisors Ordinance Number:** Ordinance No. 757-85 designated the Liberty-Hill Historic District, and the property at 3769 20<sup>th</sup> Street is a contributor to the Liberty-Hill Historic District pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** October 16, 2013

**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 3769 20th Street, the subject property is located on the south side of 20th Street between Dolores and Guerrero Streets. Assessor's Block 3607, Lot 062. It is located in a RH-2 (Residential-House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 of the Planning Code as a contributor to the Liberty-Hill Historic District. The two-story-over-basement, frame residence was built in 1871 in the Italianate style.

**Exhibit 4: 3769 20th Street**



**Proposed Property Rehabilitation and Renovation Program**

Brian Jackson and Thomas Ranese received a Certificate of Appropriateness<sup>9</sup> from the Historic Preservation Commission on November 21, 2012, which approved a rehabilitation program that involves in-kind replacement of historic elements and seismic improvements to the historic portions of the house. To date, the property owner has spent \$69,000 in rehabilitation and renovation costs, and the Mills Act historic property agreement includes an additional \$32,000 in proposed rehabilitation and renovation work, for a total of \$101,000 in rehabilitation and renovation costs included in the historic preservation.

**Proposed Property Maintenance Plan**

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Wood siding, windows/glazing, roof, millwork and ornamentation;
- Gutters, downspouts and drainage; and
- The foundation.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$5,000 per year.

**Impact on Property Taxes**

Table 7 below reflects the estimated assessed value of 3769 20th Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

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<sup>9</sup> A Certificate of Appropriateness is the entitlement required to alter an individual landmark and any property within a landmark district.

**Table 7: Summary of Assessed Value of 3769 20th Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$1,785,000	\$932,783	\$852,217	48%	n/a
Estimated Property Taxes Payable to the City	\$21,206	\$11,081	\$10,125	48%	\$101,250

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$101,250 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$151,000 in property renovation and maintenance and save an estimated \$101,250 in property taxes, for net costs to the property owner of \$49,750 in historic renovations and maintenance, as shown in Table 8 below.

**Table 8: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$101,000
Estimated Annual Maintenance Costs Over 10 Years	50,000
Estimated Periodic Maintenance Costs Over 10 Years	0
Total Costs to Property Owner	151,000
Property Tax Savings Over 10 Years	101,250
Net Costs to Property Owner	\$49,750

According to Mr. Kato, all property taxes assessed to 3769 20th Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

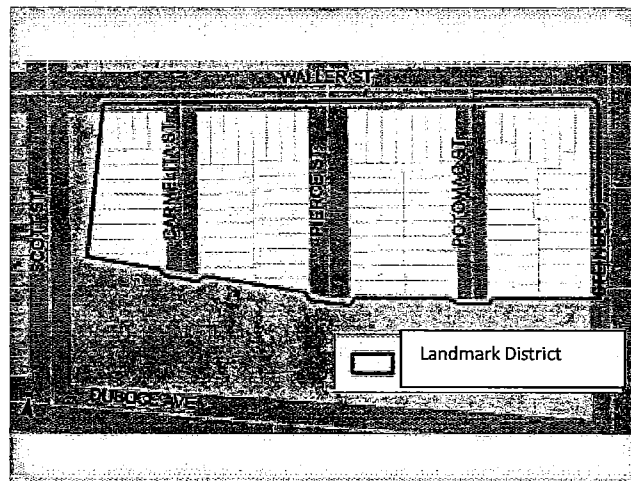
## Duboce Park Historic District

The following seven properties are in the Duboce Park Historic District:

Item	File	Property
6	13-0522	50 Carmelita Street
7	13-0577	66 Carmelita Street
8	13-0640	70 Carmelita Street
9	13-1157	56 Pierce Street
10	13-1158	64 Pierce Street
11	13-1159	56 Potomac Street
12	13-1160	66 Potomac Street

On June 4, 2013, the Board of Supervisors approved Ordinance No. 107-13 to create the Duboce Park Historic District located in the Duboce Triangle Neighborhood in San Francisco.<sup>10</sup> The Duboce Park Historic District includes 87 properties and the three interior block park entrances at Carmelita, Pierce, and Potomac Streets, as shown in the map below. This historic district designation was initiated by the Historic Preservation Committee and recommended for approval by the Planning Commission pursuant to its authority under the City's Charter to recommend approval, disapproval, or modification of landmark and historic district designations under the Planning Code to the Board of Supervisors.

**Exhibit 5: Duboce Park Historic District**



<sup>10</sup> Article 10, Section 1004 of the Planning Code authorizes the Board of Supervisors to designate individual structures or groups of structures that have special character or special historic, architectural or aesthetic interest or values as a City landmarks or a districts.

Under Article 10 of the Planning Code, following the designation of a structure or a group of structures as a landmark or a district, any construction, alteration, removal or demolition for which a City permit is required and that may affect the character-defining features of the landmark or district necessitates a Certificate of Appropriateness from the Historic Preservation Commission.

The following seven properties are located in the Duboce Park Historic District.



**Item 6 - File 13-0522****Applicant:** Adam Spiegel and Guillemette Broulliat-Spiege**Property Address:** 50 Carmelita Street**Date of Historical Landmark Designation by the Board of Supervisors:** June 4, 2013

**Board of Supervisors Ordinance Number:** Ordinance No. 107-13 designated the Duboce Park Historic District and the property at 50 Carmelita Street is a contributor to the Duboce Park Historic District pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** December 4, 2013**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 50 Carmelita Street, also known as the "Patrick and Carolina Reedy House," the subject property is located on the east side of Carmelita Street between Waller and Duboce Streets, the lot is adjacent to Duboce Park. Assessor's Block 0864, Lot 011. It is located in a RH-2 (Residential House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 of the Planning Code as a contributor to the Duboce Park Landmark District. The 2 1/2 story frame house was built in 1899 in a combination of the Queen Anne and Shingle styles.

**Exhibit 6: 50 Carmelita Street**

**Proposed Property Rehabilitation and Renovation Program**

The property was fully rehabilitated at the time of purchase two years ago.

**Proposed Property Maintenance Plan**

The property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Painting and repairing the historic shingled siding and wood trim as needed,
- Inspecting the roof, flashing and vents regularly and replacing elements or the entire roof when needed,
- Inspection of the gutters, downspouts, grading to ensure there is no damage to the foundation,
- Maintenance of the exterior doors, stairways, balustrades, and decking for dry rot; and
- Routine inspections of the historic wood windows and non-historic skylights checking for dry rot, damage, or leaks, and repairing any damage found according to best practices.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$23,000 per year.

**Impact on Property Taxes**

Table 9 below reflects the estimated assessed value of 50 Carmelita Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

**Table 9: Summary of Assessed Value of 50 Carmelita Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$2,620,582	\$970,000	\$1,650,582	63%	n/a
Estimated Property Taxes Payable to the City	\$31,133	\$11,524	\$19,609	63%	\$196,090

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$196,090 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$411,000 in property renovation and maintenance and save an estimated \$196,090 in property taxes, for net costs to the property owner of \$214,910 in historic renovations and maintenance, as shown in Table 10 below.

**Table 10: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$0
Estimated Annual Maintenance Costs Over 10 Years	230,000
Estimated Periodic Maintenance Costs Over 10 Years	181,000
Total Costs to Property Owner	411,000
Property Tax Savings Over 10 Years	196,090
<b>Net Costs to Property Owner</b>	<b>\$214,910</b>

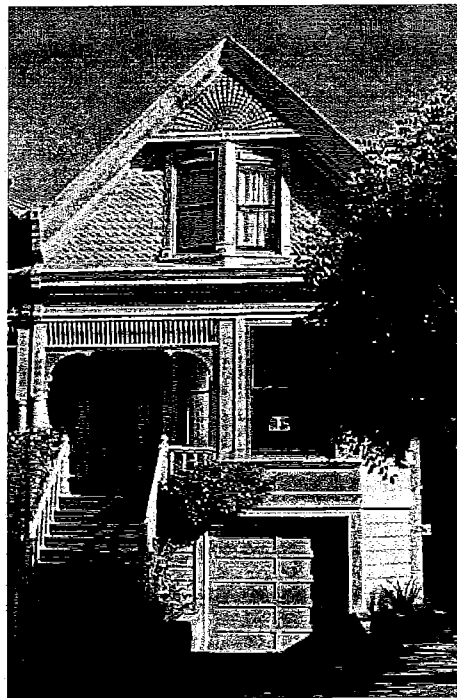
According to Mr. Kato, all property taxes assessed to 50 Carmelita Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 7 - File 13-0577****Applicant: Amy Hockman and Brian Bone****Property Address: 66 Carmelita Street****Date of Historical Landmark Designation by the Board of Supervisors: June 4, 2013**

**Board of Supervisors Ordinance Number:** Ordinance No. 107-13 designated the Duboce Park Historic District and the property at 66 Carmelita Street is a contributor to the Duboce Park Historic District pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval: December 4, 2013****Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 66 Carmelita Street, The subject property is located on the east side of Carmelita Street between Waller and Duboce Streets. Assessor's Block 0864, Lot 015. It is located in a RH-2 (Residential-House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 of the Planning Code as a contributor to the Duboce Park Historic District. The 1 ½ story-over-basement frame house was built in 1900 by master builder Fernando Nelson in the Queen Anne style.

**Exhibit 7: 66 Carmelita Street**

**Proposed Property Rehabilitation and Renovation Program**

According to the Planning Department's Mills Act Agreement Case Report for 66 Carmelita Street, the property owner proposes to continue rehabilitation efforts and the proposed rehabilitation program involves the following components:

- Replacing historic elements with in-kind customs, including rotted entry stairs, balustrades and porch decking;
- Repainting of the stairs and porch;
- Repairing (or replacing, if needed) non-functional double hung windows at the front bay on main floor and rear parlor;
- Replacing the roof;
- Replacing deteriorated non-historic skylights and resealing others;
- Repairing and repainting of historic siding; and
- Completing repairs based on structural engineers inspection to the brick foundation

The proposed rehabilitation and renovations are currently estimated to cost \$192,000.

**Proposed Property Maintenance Plan**

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Wood siding, windows/glazing, roof, millwork and ornamentation;
- Gutters, downspouts and drainage; and
- The foundation.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$2,500 per year.

### Impact on Property Taxes

Table 11 below reflects the estimated assessed value of 66 Carmelita Street both with and without the requested Mills Act Historic Property agreement, after the proposed improvements are completed.

**Table 11: Summary of Assessed Value of 66 Carmelita Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$1,999,993	\$720,000	\$1,279,993	64%	n/a
Estimated Property Taxes Payable to the City	\$23,760	\$8,554	\$15,206	64%	\$152,060

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$152,060 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$217,000 in property renovation and maintenance and save an estimated \$152,060 in property taxes, for net costs to the property owner of \$64,940 in historic renovations and maintenance, as shown in Table 12 below.

**Table 12: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$192,000
Estimated Annual Maintenance Costs Over 10 Years	25,000
Estimated Periodic Maintenance Costs Over 10 Years	0
Total Costs to Property Owner	217,000
Property Tax Savings Over 10 Years	152,060
Net Costs to Property Owner	\$64,940

According to Mr. Kato, all property taxes assessed to 66 Carmelita Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 8 - File 13-0640****Applicant:** Elise Sommerville**Property Address:** 70 Carmelita Street**Date of Historical Landmark Designation by the Board of Supervisors:** June 4, 2013

**Board of Supervisors Ordinance Number:** Ordinance No. 107-13 designated the Duboce Park Historic District and the property at 70 Carmelita Street is a contributor to the Duboce Park Historic District pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** December 4, 2013**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 70 Carmelita Street, the subject property is located on the east side of Carmelita Street between Waller and Duboce Streets. Assessor's Block 0864, Lot 016. It is located in a RH-2 (Residential-House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 as a contributor to the Duboce Park Landmark District. The 1 ½ story-over-basement frame house was built in 1900 by master builder Fernando Nelson in the Queen Anne style.

**Exhibit 8: 70 Carmelita Street**



**Proposed Property Rehabilitation and Renovation Program**

According to the Planning Department's Mills Act Agreement Case Report for 70 Carmelita Street, the property owner proposes to continue rehabilitation efforts and the proposed rehabilitation program involves the following components:

- Replacing or repairing historic wood siding and millwork;
- Reroofing and installing a Dutch gutter on the south side of roof (shared with 66 Carmelita St.; and
- Installing a trench drain to remediate water run-off that is flooding the basement and damaging the foundation, and walls.

The proposed rehabilitation and renovations are currently estimated to cost \$43,000.

**Proposed Property Maintenance Plan**

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Wood siding, windows/glazing, roof, millwork and ornamentation;
- Gutters, downspouts and drainage; and
- The foundation.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$1,200 per year.

**Impact on Property Taxes**

Table 13 below reflects the estimated assessed value of 70 Carmelita Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

**Table 13: Summary of Assessed Value of 70 Carmelita Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$635,263	\$780,000	\$0	0%	n/a
Estimated Property Taxes Payable to the City	\$7,547	\$7,547	\$0	0%	\$0

Source: Assessor/Recorder's Office

Because the current assessed value of the property with a historic property agreement is higher than the assessed value without this agreement, the property owner would not receive a reduction in property taxes in FY 2014-15. Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$55,000 in property renovation and maintenance, as show in Table 14 below. Property tax savings may be realized in later years of the ten-year agreement due to changes in assessed value that cannot be estimated at this time.

**Table 14: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$43,000
Estimated Annual Maintenance Costs Over 10 Years	12,000
Estimated Periodic Maintenance Costs Over 10 Years	0
Total Costs to Property Owner	55,000
Property Tax Savings Over 10 Years	0
Net Costs to Property Owner	\$55,000

According to Mr. Kato, all property taxes assessed to 70 Carmelita Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 9 - File 13-1157****Applicant:** Adam Wilson and Quyen Nguyen**Property Address:** 56 Pierce Street**Date of Historical Landmark Designation by the Board of Supervisors:** June 4, 2013

**Board of Supervisors Ordinance Number:** Ordinance No. 107-13 designated the Duboce Park Historic District and the property at 56 Pierce Street is a contributor to the Duboce Park Historic District pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** December 4, 2013**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 56 Pierce Street, the subject property is located on the east side of Pierce Street between Waller and Duboce Streets. Assessor's Block 0865, Lot 013. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 of the Planning Code as a contributor to the Duboce Park Historic District. The 2 1/2 story-over-basement frame house was built c. 1905 by master builder Fernando Nelson in the Queen Anne style and features applied stick work reminiscent of the Tudor style.

**Exhibit 9: 56 Pierce Street**

### Proposed Property Rehabilitation and Renovation Program

According to the Planning Department's Mills Act Agreement Case Report for 56 Pierce Street, the property was fully rehabilitated prior to the Mills Act historic property agreement application and as such, the property owners do not propose rehabilitation effort only the maintenance plan discussed below.

### Proposed Property Maintenance Plan

The property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Wood siding, windows/glazing, roof, millwork and ornamentation;
- Gutters, downspouts and drainage; and
- The foundation.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$11,700 per year.

### Impact on Property Taxes

Table 15 below reflects the estimated assessed value of 56 Pierce Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

**Table 15: Summary of Assessed Value of 56 Pierce Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$1,535,568	\$910,000	\$625,568	41%	n/a
Estimated Property Taxes Payable to the City	\$18,243	\$10,811	\$7,432	41%	\$74,320

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$74,320 shown in the table above.

Mr. Jine advises that property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$227,000 in property maintenance and save an estimated \$74,320 in property taxes, for net costs to the property owner of \$152,680 in historic renovations and maintenance, as shown in Table 16 below.

**Table 16: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$0
Estimated Annual Maintenance Costs Over 10 Years	117,000
Estimated Periodic Maintenance Costs Over 10 Years	110,000
Total Costs to Property Owner	227,000
Property Tax Savings Over 10 Years	74,320
<b>Net Costs to Property Owner</b>	<b>\$152,680</b>

According to Mr. Kato, all property taxes assessed to 56 Pierce Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 10 - File 13-1158****Applicant:** Jean Paul and Ann Balajadia**Property Address:** 64 Pierce Street**Date of Historical Landmark Designation by the Board of Supervisors:** June 4, 2013

**Board of Supervisors Ordinance Number:** Ordinance No. 107-13 designated the Duboce Park Historic District and the property at 64 Pierce Street is a contributor to the Duboce Park Historic District pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** December 4, 2013**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 64 Pierce Street, the subject property is located on the east side of Pierce Street between Waller and Duboce Streets. Assessor's Block 0865, Lot 015. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 of the Planning Code as a contributor to the Duboce Park Historic District. The 2 1/2 story-over-basement frame house was built c. 1905 by master builder Fernando Nelson in the Queen Anne style and features applied stick work reminiscent of the Tudor style.

**Exhibit 10: 64 Pierce Street**

**Proposed Property Rehabilitation and Renovation Program**

According to the Planning Department's Mills Act Agreement Case Report for 64 Pierce Street, the property owners propose to continue rehabilitation efforts and the proposed rehabilitation program involves the following components:

- Repairing and painting historic wood siding;
- Repairing and replacing, as needed, historic millwork including wood trim and corbels;
- Repairing the leaded glass windows and transoms;
- Repairing the historic front door;
- Repairing or replacing all windows at the front of the house;
- Restoring the front entry, including flooring, lighting and removing non-historic detailing;
- Replacing railings at the front entry stairs to be code compliant and historically accurate;
- Encasing the deteriorated brick foundation in concrete, adding structural steel beams, comment frames, sheer walls and steel framing throughout the house to meet seismic standards;
- Leveling the house to improve drainage at grade; removed concrete slabs at front yard and replaced with planter areas and borders (to improve the property);
- Remediating water pooling at the exterior of house by re-grading and installing trench drain repaired existing roof drains; installed new roof drains to correct drainage issues from neighboring houses.

The proposed rehabilitation and renovations are currently estimated to cost \$141,000.

**Proposed Property Maintenance Plan**

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Wood siding, windows/glazing, roof, millwork and ornamentation;
- Gutters, downspouts and drainage; and
- The foundation.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$6,500 per year.

### Impact on Property Taxes

Table 17 below reflects the estimated assessed value of 64 Pierce Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

**Table 17: Summary of Assessed Value of 64 Pierce Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$2,526,192	\$950,000	\$1,576,192	62%	n/a
Estimated Property Taxes Payable to the City	\$30,011	\$11,286	\$18,725	62%	\$187,250

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$187,250 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$233,000 in property renovation and maintenance and save an estimated \$187,250 in property taxes, for net costs to the property owner of \$45,750 in historic renovations and maintenance, as shown in Table 18 below.



**Table 18: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$141,000
Estimated Annual Maintenance Costs Over 10 Years	65,000
Estimated Periodic Maintenance Costs Over 10 Years	27,000
Total Costs to Property Owner	233,000
Property Tax Savings Over 10 Years	187,250
Net Costs to Property Owner	\$45,750

According to Mr. Kato, all property taxes assessed to 64 Pierce Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 11 - File 13-1159****Applicant:** Karli Sager and Jason Monberg**Property Address:** 56 Potomac Street**Date of Historical Landmark Designation by the Board of Supervisors:** June 4, 2013

**Board of Supervisors Ordinance Number:** Ordinance No. 107-13 designated the Duboce Park Historic District and the property at 56 Potomac Street is a contributor to the Duboce Park Historic District pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** December 4, 2013**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 56 Potomac Street, the subject property is located on the east side of Potomac Street between Waller and Duboce Streets. Assessor's Block 0866, Lot 012. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 of the Planning Code as a contributor to the Duboce Park Historic District. The 1 1/2 story-over basement frame house was built in 1899 by neighborhood builders George Moore & Charles Olinger in the Queen Anne style. This property was the informal sales office and home of George Moore and his family.

**Exhibit 11: 56 Potomac Street**

**Proposed Property Rehabilitation and Renovation Program**

According to the Planning Department's Mills Act Agreement Case Report for 56 Potomac, the property owners propose to begin rehabilitation efforts and the proposed rehabilitation program involves reconstructing and completing structural repairs to the historic front stairs and porch based on historic photographs.

The proposed rehabilitation and renovations are currently estimated to cost \$25,000.

**Proposed Property Maintenance Plan**

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis, and includes the following components:

- Wood siding, windows/glazing, roof, millwork and ornamentation;
- Gutters, downspouts and drainage; and
- The foundation.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

Ongoing maintenance is currently estimated to cost \$3,250 per year.

**Impact on Property Taxes**

Table 19 below reflects the estimated assessed value of 56 Potomac Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

**Table 19: Summary of Assessed Value of 56 Potomac Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$1,064,403	\$630,000	\$434,403	41%	n/a
Estimated Property Taxes Payable to the City	\$12,645	\$7,484	\$5,161	41%	\$51,610

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$51,610 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$57,500 in property renovation and maintenance and save an estimated \$51,610 in property taxes, for net costs to the property owner of \$5,890 in historic renovations and maintenance, as shown in Table 20 below.

**Table 20: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$25,000
Estimated Annual Maintenance Costs Over 10 Years	32,500
Estimated Periodic Maintenance Costs Over 10 Years	0
Total Costs to Property Owner	57,500
Property Tax Savings Over 10 Years	51,610
Net Costs to Property Owner	\$5,890

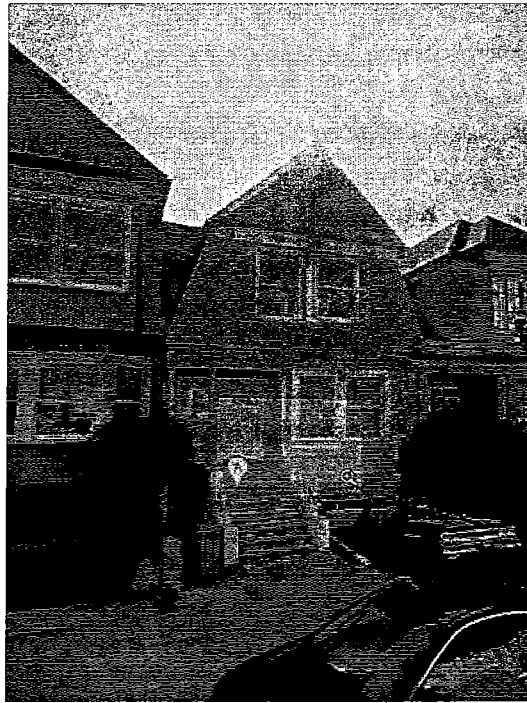
According to Mr. Kato, all property taxes assessed to 56 Potomac Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.

**Item 12 - File 13-1160****Applicant:** with Adam Wilson and Quyen Nguyen**Property Address:** 66 Potomac Street**Date of Historical Landmark Designation by the Board of Supervisors:** June 4, 2013

**Board of Supervisors Ordinance Number:** Ordinance No. 107-13 designated the Duboce Park Historic District and the property at 66 Potomac Street is a contributor to the Duboce Park Historic District pursuant to Article 10 of San Francisco Planning Code and thus qualifies as a historic property.

**Date of Historic Preservation Commission Approval:** December 4, 2013**Property Description**

According to the Planning Department's Mills Act Agreement Case Report for 66 Potomac Street, the subject property is located on the east side of Potomac Street between Waller and Duboce Streets. Assessor's Block 0866, Lot 015. It is located in a RH-2 (Residential- House, Two Family) Zoning District and a 40-X Height and Bulk District. The property was designated under Article 10 of the Planning Code as a contributor to the Duboce Park Historic District. The 1 ½ story-over basement frame house was built in 1899 by neighborhood builders George Moore & Charles Olinger in the Queen Anne style.

**Exhibit 12: 66 Potomac Street****Proposed Property Rehabilitation and Renovation Program**

According to the Planning Department's Mills Act Agreement Case Report for 66 Potomac, the property owners propose to continue rehabilitation efforts and the proposed rehabilitation program involves and includes the following components:

- Repairing and repainting the historic wood siding for historically accuracy;
- Repairing and replacing, as needed, the historic millwork, including the decorative shingles at the front pediment, existing dentils and corbeling;
- Reroofing and installing moisture and thermal protection;
- Installing new wood windows at the rear of the house;
- Repairing all windows at the front of the house;
- Rebuilding all sashes, as needed;
- Replacing the entire compromised brick foundation with a concrete foundation to meet seismic standards;
- Adding structural steel and leveling the house to improve drainage at grade;
- Patching and repairing stucco at front façade; and
- Rebuilding decks; railings and balconies.

The proposed rehabilitation and renovations are currently estimated to cost \$189,000.

### Proposed Property Maintenance Plan

In addition to the historic renovation discussed above, the property owners have agreed to a maintenance plan with annual inspections for maintenance which needs to be done on an ongoing basis.

Inspections would be conducted by (a) the Historic Preservation Commission, (b) the Office of the Assessor-Recorder, (c) the Department of Building Inspection, (d) the Planning Department, (e) the Office of the Historic Preservation of the California Department of Parks and Recreation, and (f) the State Board of Equalization with 72 hours advance notice to ensure compliance with the proposed historic property agreement. In addition, the Planning Department will administer an inspection program to monitor the provisions of the agreement and 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.

The proposed property maintenance plan does not include annual maintenance cost, but Ms. Susan Parks, Planning Department, estimates periodic maintenance over the ten years to total \$113,000.

### Impact on Property Taxes

Table 21 below reflects the estimated assessed value of 66 Potomac Street both with and without the requested Mills Act Historical Property agreement, after the proposed improvements are completed.

**Table 21: Summary of Assessed Value of 66 Potomac Street and Estimated Reduction in Property Taxes Over 10 Years**

	Without a Mills Act Historic Property Agreement	With a Mills Act Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction in Property Taxes Over 10 Years
Estimated Assessed Property Value	\$1,895,874	\$900,000	\$995,874	53%	n/a
Estimated Property Taxes Payable to the City	\$22,523	\$10,692	\$11,831	53%	\$118,310

Source: Assessor/Recorder's Office

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property

tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$118,310 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

Over the initial 10-year Mills Act Historical Property agreement, the property owner will invest an estimated \$302,000 in property renovation and maintenance and save an estimated \$118,310 in property taxes, for net costs to the property owner of \$183,690 in historic renovations and maintenance, as shown in Table 22 below.

**Table 22: Estimated Net Historic Renovation and Maintenance Costs to Property Owner**

Property Owner Costs	
Estimated Historic Renovation Costs	\$189,000
Estimated Annual Maintenance Costs Over 10 Years	0
Estimated Periodic Maintenance Costs Over 10 Years	113,000
Total Costs to Property Owner	302,000
Property Tax Savings Over 10 Years	118,310
<b>Net Costs to Property Owner</b>	<b>\$183,690</b>

According to Mr. Kato, all property taxes assessed to 66 Potomac Street have been paid to the City, through FY 2012-13, with no remaining balance outstanding.



**FISCAL IMPACT**

Approval of the proposed historic property agreements for the 11 properties would result in estimated reduced property tax revenues to the City in 2014 of \$152,129 and estimated reduced property tax revenues to the City over the initial 10-year period of \$1,521,290, as shown in the Table 23 below.

**Table 23: Estimated Reduction in Property Tax Revenues to the City in 2014**

2014-2015 Reduced Property Tax Revenues to the City							
Item	File	Address	Without a Historic Property Agreement	With a Historic Property Agreement	First Year Reduction	Percent Reduction	Estimated Reduction Over 10 Years
2	13-0463	1772 Vallejo Street	\$74,250	\$26,381	\$47,869	64%	\$478,690
3	13-0479	2550 Webster Street	34,744	29,978	4,766	14%	47,660
4	13-0506	1019 Market Street	207,900	196,495	11,405	5%	114,050
5	13-0521	3769 20th Street	21,206	11,081	10,125	48%	101,250
6	13-0522	50 Carmelita Street	31,133	11,524	19,609	63%	196,090
7	13-0577	66 Carmelita Street	23,760	8,554	15,206	64%	152,060
8	13-0640	70 Carmelita Street	7,547	7,547	0	0%	0
9	13-1157	56 Pierce Street	18,243	10,811	7,432	41%	74,320
10	13-1158	64 Pierce Street	30,011	11,286	18,725	62%	187,250
11	13-1159	56 Potomac Street	12,645	7,484	5,161	41%	51,610
12	13-1160	66 Potomac Street	22,523	10,692	11,831	53%	118,310
<b>Total</b>			<b>\$483,962</b>	<b>\$331,833</b>	<b>\$152,129</b>		<b>\$1,521,290</b>

The Budget and Legislative Analyst notes that estimated property tax savings over 10 years is a calculation of the possible impact of the Mills Act Historic Property agreement. Under the provisions of the Mills Act Historic Property agreement the property must be revalued each January 1st to determine the taxable Mills Act value for that year, and the estimated property tax savings over 10 years will change based on adjusted assessed property value and property tax rates. Therefore, the estimated property tax reduction to the City over 10 years could be greater or less than \$1,521,290 shown in the table above.

Mr. Jine advises that since property tax rates have not been finalized for FY 2014-15 and the estimated property taxes assessed are based on the FY 2013-14 property tax rate of 1.188 percent of assessed value.

**POLICY CONSIDERATION****Approval of the 11 Proposed Historic Property Agreements , Together with the Six Previously Approved Historic Property Agreements, Would Result in Estimated Reduced Property Taxes to the City of \$854,869 in FY 2014-15**

The Mills Act was established in 1976 as an incentive to property owners to improve their properties to historic standards. The City currently has six historic property agreements, which were approved by the Board of Supervisors from 2002 through 2013<sup>11</sup>. The estimated annual reduction in property tax revenues to the City due to the existing historic property agreements is \$702,740, as shown in the following table.

**Table 24: Estimated Annual Reduction in Property Tax Revenues to the City under the Six Existing Mills Act Historical Property Agreements**

Board of Supervisors Approval Date	Address	Without Historical Property Agreement	With Historical Property Agreement	Estimated Reduction in Property Tax	Percent Reduction
May 13, 2002	460 Bush Street	44,519	24,472	20,047	45%
May 15, 2007	1080 Haight Street	82,415	32,453	49,962	61%
August 7, 2007	1735 Franklin Street	35,708	23,853	11,856	33%
November 18, 2008	690 Market Street	1,807,186	1,282,186	525,000	29%
December 3, 2010	1818 California	112,791	28,504	84,287	75%
July 30, 2013	201 Buchanan Street	31,052	19,465	11,588	37%
	<b>Total</b>	<b>2,113,672</b>	<b>1,410,932</b>	<b>702,740</b>	

The total estimated reduction in property tax revenues to the City in FY 2014-15 will be \$854,869, including \$702,740 for the existing six historic property agreements and \$152,129 for the proposed 11 historic property agreements, as shown in Table 23 above.

**The Historic Property Agreements Are Extended Annually into Perpetuity Unless the Property Owner or the Board of Supervisors Terminates the Agreement**

Administrative Code Chapter 71 provides for the Board of Supervisors "full discretion to determine whether it is in the public interest to enter into a historic property agreement regarding a particular qualified historic property. The Board of Supervisors may approve, disapprove, or modify and approve the terms of the historic property agreement". Therefore, approval of the 11 proposed historic property agreements is a policy decision for the Board of Supervisors.

<sup>11</sup> The Board of Supervisors previously rejected a Mills Act application (File 09-0263), and capped the property tax reduction for another Mills Act applicant (690 Market Street, File 08-0953).

Once the Mills Act historic property agreement has been enacted, the initial term is for ten years, which is automatically extended each year on the anniversary date of the agreement. The historic property agreement continues into perpetuity unless the property owner or the Board of Supervisors files a notice of nonrenewal; once the notice of nonrenewal has been filed, the term of the historical property agreement extends for a final 10 year term and is no longer automatically extended each year.

Administrative Code Section 71.7 requires that the Planning Department and Assessor/Recorder's Office submit a joint report to the Board of Supervisors and the Historic Preservation Commission on March 31, 2013 and every three years thereafter providing the Departments' analysis of the historical property agreement (Mills Act) program. Such report has not been submitted to the Board of Supervisors.

Because, according to Mr. Tim Frye, Planning Department Preservation Coordinator, the Board of Supervisors will not receive an analysis of the historical property agreement program required by Administrative Code Section 71.7 until approximately March 31, 2016, the Budget and Legislative Analyst recommends amending each of the 11 proposed resolutions to request the Director of Planning to submit an annual report to the Board of Supervisors, Mayor, Controller, and Budget and Legislative Analyst that details for each of the 17 properties (11 proposed and six existing) with an historic property agreement (1) the original date of approval by the Board of Supervisors of the agreement; (2) the annual property tax amount under the historic property agreement; (3) the percent reduction in the annual property tax amount due to the historic property agreement; (4) the reduction in annual property tax revenues to the City; and (5) conformance of the property to the provisions of the historic property agreement.

## RECOMMENDATIONS

1. Amend Resolution 13-0463 to specify that approval of the proposed historic property agreement authorizes an exemption to the Mills Act historic property agreement eligibility limit of \$3,000,000 for a single family residence.
2. Amend Resolution 13-0506 to specify that approval of the proposed historic property agreement authorizes an exemption to the Mills Act historic property agreement eligibility limit of \$5,000,000 for a commercial property.
3. Amend each of the 11 proposed resolutions to request the Director of Planning submit an annual report to the Board of Supervisors, Mayor, Controller, and Budget and Legislative Analyst that details for each property with an existing historic property agreement (1) the original date of approval by the Board of Supervisors of the agreement; (2) the annual property tax amount under the historic property agreement; (3) the percent reduction in the annual property tax amount due to the historic property agreement; (4) the reduction

in annual property tax revenues to the City; and (5) conformance of the property to the provisions of the historic property agreement.

4. Approval of the proposed 11 resolutions, as amended, is a policy matter for the Board of Supervisors.



## MEMORANDUM

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

---

Victor:

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

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

Remarks:

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

Lesser of the 3  
Comparisons

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



1772 Vallejo St  
APN 04-0552-029

MILLS ACT VALUATION



APN: 04-0552-029 SF Landmark: 31  
Property Location: 1772 Vallejo Street Date of Mills Act Application: 5/1/2013  
Applicant's Name: John P. Moran Property Type: Single Family Dwelling  
Agt./Tax Rep./Atty: None Date of Sale: 12/20/2012  
Applicant supplied appraisal? No Sale Price: \$6,250,000

DATE OF MILLS ACT VALUATION: May 1, 2013

TAXABLE VALUE - THREE WAY VALUE COMPARISON					
FACTORED BASE YEAR VALUE		RESTRICTED MILLS ACT VALUE		CURRENT MARKET VALUE	
Land	\$ 4,375,000	Land	\$ 1,554,438	Land	\$ 4,445,000
Imps	\$ 1,875,000	Imps	\$ 666,187	Imps	\$ 1,905,000
Total	\$ 6,250,000	Total	\$ 2,220,625	Total	\$ 6,350,000

PROPERTY CHARACTERISTICS					
Present Use:	SFR	Neighborhood:	Pacific Heights	Number of Stories:	3
Number of Units	1	Year Built:	1878	Land Area:	12,535 sq ft
Owner Occupied:	Yes	Building Area:	4,659 sq ft	Zoning:	RH2

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Comparable Rents	Page 5
Sales Comparison Valuation	Page 6
Map of Comparable Sales	Page 7

**CONCLUSION AND RECOMMENDATIONS**

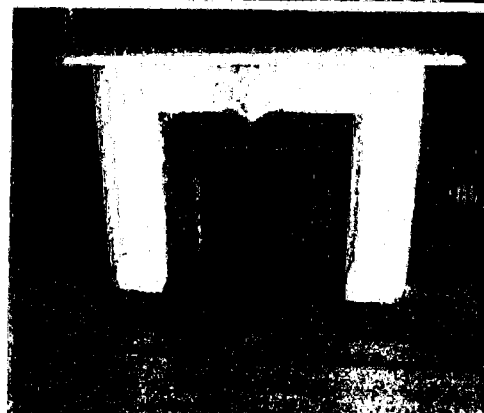
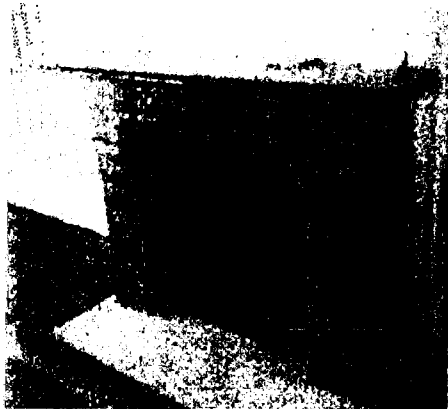
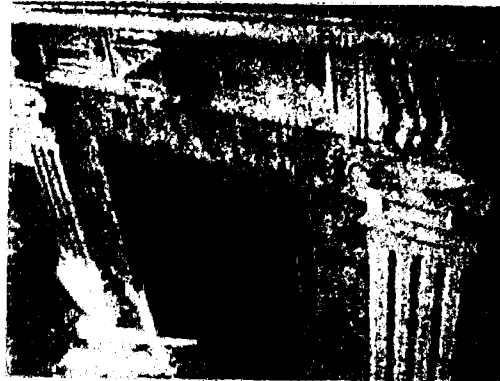
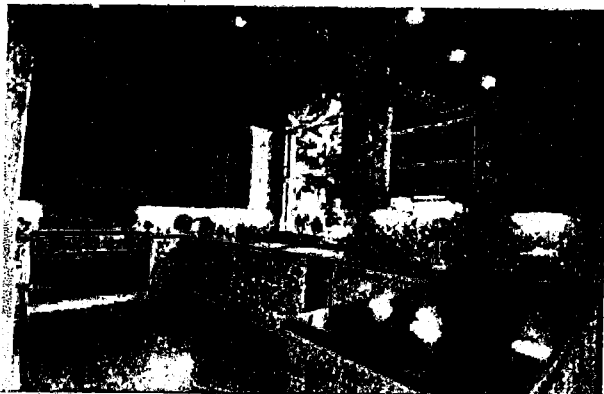
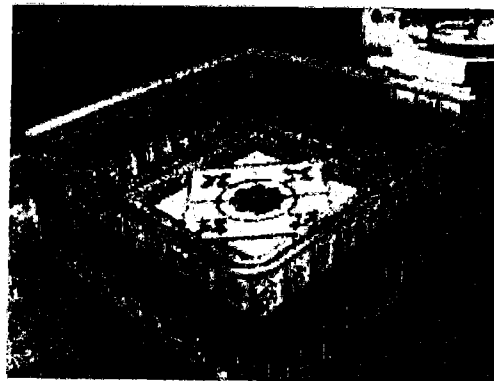
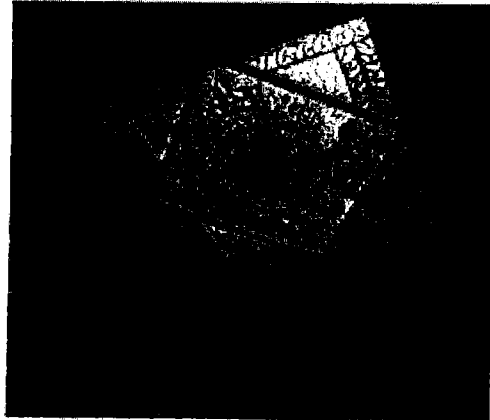
Based on the three-way value comparison, the lowest of the three values is the factored base year value.

The taxable Mills Act value on: May 1, 2013 is \$2,220,625

Appraiser: Dennis May Date: 11/05/13  
Principal Appraiser: Teresa Contro



APN 04-0552-029  
1772 Vallejo Street  
Interior Photos



## RESTRICTED INCOME APPROACH

APN 04-0552-029  
1772 Vallejo Street  
Restricted Mills Act Value  
as of May 1, 2013

### Owner Occupied

Potential Gross Income	\$22,000 per month	x	12 months	\$264,000
Less Vacancy & Collection Loss			5%	<u>(\$13,200)</u>
Effective Gross Income				\$250,800
Less Anticipated Operating Expenses			15%	<u>(\$37,620)</u>
Net Operating Income				\$213,180

### Restricted Capitalization Rate

#### Rate Components:

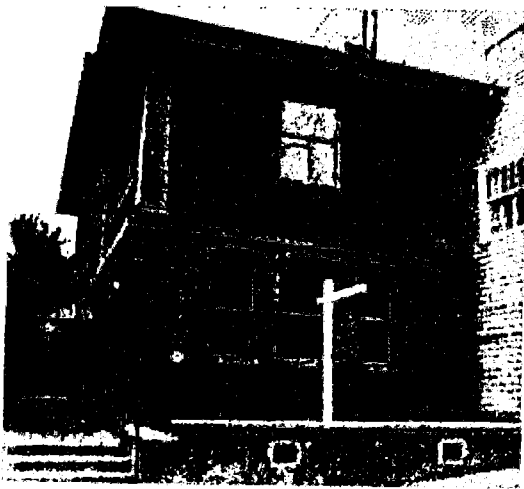
Interest rate per SBE		3.7500%	
Risk rate (4% owner occupied / 2% all other property types)		4.0000%	
Property tax rate		1.1880%	
Amortization rate for improvements only		0.6667%	
Remaining economic life (in years)	60	0.0167	
Improvements constitute % of total property value	40%		
			<u>9.60%</u>

### RESTRICTED VALUE

\$2,220,625

## COMPARABLE RENTS

	BLK / LOT	ADDRESS	NET RENTABLE (SQ.FT.)	RENT (ANNUAL)	RENT (PER SQ FT)	BUILDING DESCRIPTION / OTHER COMMENTS
1	0983-003	2121 Lyon St	3,905	\$180,000	\$46.09	Renovated Pacific Heights Nat'l Historic Landmark
2	0048-009C	2430 Hyde St	2,900	\$143,400	\$49.46	Renovated Russian Hill view home with English garden
3	0959-006	2611 Divisadero St	3,426	\$215,940	\$63.03	Renovated Pacific Heights view home
4	1329-015	615 El Camino Del Mar	2,904	\$192,000	\$66.12	Prime Sea Cliff location, Pano G.G. views, maids qtrs



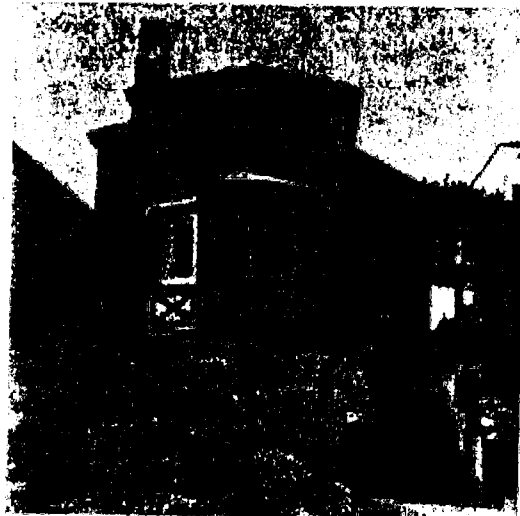
Comp 1 2121 Lyon St



Comp 2 2430 Hyde St



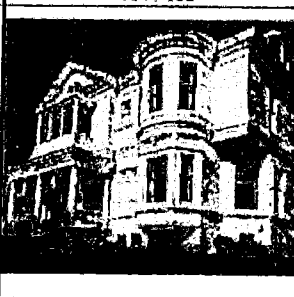



Comp 3 2611 Divisadero St



Comp 4 615 El Camino Del Mar

**SINGLE FAMILY MARKET ANALYSIS**

APN	Subject 0552-029	Sale 1 0559-038	Sale 2 0814-005	Sale 3 0586-014
				
Address	1772 Vallejo St	2430 Vallejo St \$7,350,000	2214 Clay St \$6,800,000	2513 Pacific Ave \$7,500,000
	Description	DescriptionAdjust.	DescriptionAdjust.	DescriptionAdjust.
Date of Valuation/Sale	05/01/13	09/24/12	4/23/2013	12/14/12
Location	Pacific Heights	Pacific Heights	Pacific Heights	Pacific Heights
Proximity to Subject		7 blocks	8 blocks	9 blocks
Lot Size	12,535	8,886\$584,900	7,887\$484,800	3,828\$870,700
View	Partial Bay	Panoramic Bay(\$735,000)	Partial Bay	Panoramic Bay(\$750,000)
Year Bilt/Year Renovated	1878	1900	1900	1912
Condition	Good	Superior Remodel(\$735,000)	Good/Remodeled(\$250,000)	Superior Remodel(\$750,000)
Construction Quality	Good	Good	Good	Good
Gross Living Area	4,659	4,721(\$18,600)	5,352(\$207,900)	3,960\$209,700
Total Rooms	16	13	10	12
Bedrooms	5	6	5	5
Bathrooms	4.5	8(\$90,000)	4\$15,000	5(\$15,000)
Stories	3	3	3	3
Garage	2 car	2 car	2 car	2 ca
Net Adjustments		(\$993,700)	\$41,900	(\$434,600)
Indicated Value	\$3,350,000	\$6,356,300	\$6,841,900	\$7,065,400
Adjust. \$ Per Sq. Ft.	\$719	\$1,346	\$1,278	\$1,784

VALUE RANGE: \$6,356,300 to \$7,065,400

VALUE CONCLUSION: \$6,350,000

REMARKS:

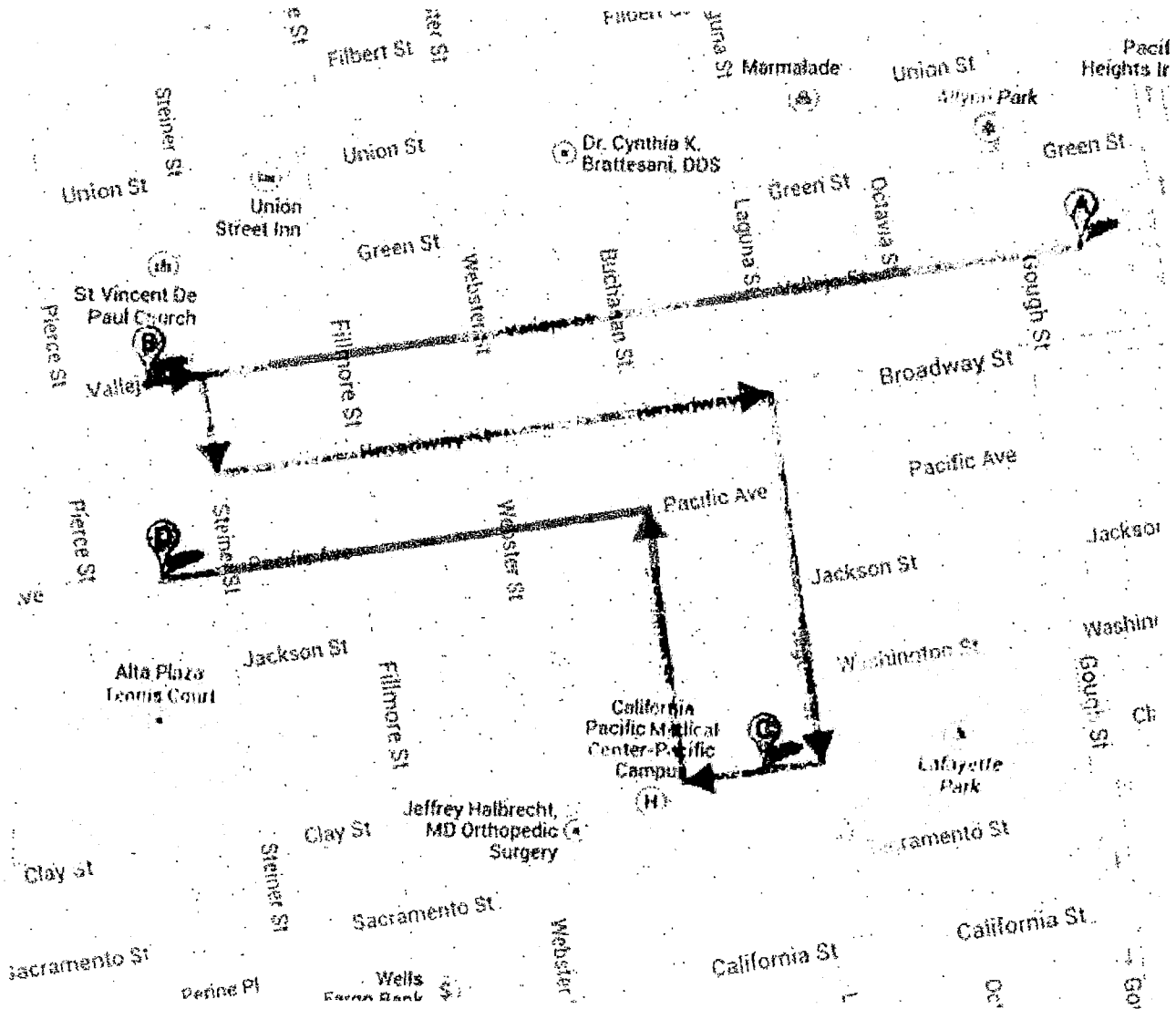
**MARKET VALUE**

LAND	\$4,445,000
IMPROVEMENTS	\$1,905,000
TOTAL	\$6,350,000

**ASSESSED VALUE**

LAND	\$4,375,000
IMPROVEMENTS	\$1,875,000
TOTAL	\$6,250,000

APN 04-0552-029  
1772 Vallejo Street  
Map of Comparables



- Subject **A** 1772 Vallejo Street, San Francisco, CA
- Comp 1 **B** 2430 Vallejo Street, San Francisco, CA
- Comp 2 **C** 2214 Clay Street, San Francisco, CA
- Comp 3 **D** 2513 Pacific Avenue, San Francisco, CA





# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Resolution No. 727 HEARING DATE DECEMBER 4, 2013

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:* December 4, 2013  
*Filing Date:* May 1, 2013  
*Case No.:* 2013.0575U  
*Project Address:* **1772 Vallejo St.**  
*Historic Landmark:* Landmark No. 31, Burr Mansion  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0552/029  
*Applicant:* John Moran  
1772 Vallejo St.  
San Francisco, CA 94123  
*Staff Contact* Susan Parks – (415) 575-9101  
susan.parks@sfgov.org  
*Reviewed By* Tim Frye – (415) 575-6822  
[tim.frye@sfgov.org](mailto:tim.frye@sfgov.org)

### ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 1772 VALLEJO STREET:

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

**WHEREAS**, the Mills Act authorizes local governments to enter into contracts with owners of private historical property who assure the rehabilitation, restoration, preservation and maintenance of a qualified historical property; and

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

**WHEREAS**, the existing building located at 1772 Vallejo Street and is listed as Landmark No. 31 pursuant to Article 10 of the San Francisco Planning Code and thus qualifies as a historic property; and

**WHEREAS**, the Planning Department has reviewed the Mills Act application, historical property contract, rehabilitation program, and maintenance plan for 1772 Vallejo Street, which are located in Case

Docket No. 2013.0575U. 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 1772 Vallejo Street as an historical resource and believes the rehabilitation program and maintenance plan are appropriate for the property; and

**WHEREAS**, at a duly noticed public hearing held on December 4, 2013, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act application, historical property contract, rehabilitation program, and maintenance plan for 1772 Vallejo Street, which are located in Case Docket No. 2013.0575U. The Historic Preservation Commission recommends approval of the Mills Act historical property contract, rehabilitation program, and maintenance plan.

**WHEREAS**, The Historic Preservation Commission determines 1772 Vallejo Street meets the exemption criteria for a residential property valued at \$3 million or more as it is a designated City Landmark pursuant to Article 10 of the San Francisco Planning Code. The Historic Structures Report demonstrates substantial work to be performed to ensure continued preservation of the property.

**THEREFORE BE IT RESOLVED** that the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act historical property contract, rehabilitation program, and maintenance plan for the historic building located at 1772 Vallejo Street.

**BE IT FURTHER RESOLVED** that the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act historical property contract, rehabilitation program, and maintenance plan for 1772 Vallejo Street, and other pertinent materials in the case file 2013.0575U to the Board of Supervisors.

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

Jonas P. Ionin

Commission Secretary

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

NOES:

ABSENT:

ADOPTED: 7-0





## SAN FRANCISCO PLANNING DEPARTMENT

December 4, 2013

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

Re: Transmittal of Planning Department Case Number 2013.0575U  
Mills Act Historical Property Contract Application  
1772 Vallejo St. (Landmark No. 31, Burr Mansion)

BOS File No: \_\_\_\_\_ (pending)

Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

On December 4, 2013 the San Francisco Historic Preservation Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Mills Act Historical Property Contract Application;

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

The Resolution recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, rehabilitation program and maintenance plan for the property at 1772 Vallejo Street, City Landmark No. 31, historically known as the Burr Mansion.

Please note that the Project Sponsor submitted the Mills Act application on May 1, 2013.

The following components of the rehabilitation program are proposed:

- Structural evaluation of the unreinforced masonry foundation,
- Improving the landscape drainage to redirect water away from the house, and
- Repairs to the historic cottage at the rear of the property

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

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

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Information:  
**415.558.6377**

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

As detailed in the Mills Act application, the Project Sponsor has committed to a maintenance plan that will include both annual and cyclical inspections. Furthermore, the Planning Department will administer an inspection program to monitor the provisions of the contract. This program will involve a yearly affidavit issued by the property owner verifying compliance with the approved maintenance and rehabilitation plans as well as a cyclical 5-year site inspection.

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

Sincerely,

A handwritten signature in black ink, appearing to read "AnMarie Rodgers", with a stylized flourish at the end.

AnMarie Rodgers  
Manager of Legislative Affairs

Attachments:

Historic Preservation Commission Resolution No. 727

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

Exhibit A: Mills Act Historical Property Contract

Exhibit B: Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application



# SAN FRANCISCO PLANNING DEPARTMENT

## Mills Act Contracts Case Report

Hearing Date: December 4, 2013

a. *Filing Dates:* September 3, 2013  
*Case No.:* 2013.1261U  
*Project Address:* **50 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential - House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/011  
*Applicant:* Adam Speigel & Guillemette Broulliat-Speigel  
50 Carmelita St.  
San Francisco, CA 94117

b. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1230U  
*Project Address:* **66 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/015  
*Applicant:* Amy Hockman & Brian Bone  
66 Carmelita St.  
San Francisco, CA 94117

c. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1260U  
*Project Address:* **70 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/016  
*Applicant:* Elise Sommerville  
70 Carmelita St.  
San Francisco, CA 94117

d. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1258U  
*Project Address:* **56 Pierce St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0865/013

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

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

1772 Vallejo St.  
San Francisco, CA 94123

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

## PROPERTY DESCRIPTION

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

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

## PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

## MILLS ACT REVIEW PROCESS

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

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

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

## **MILLS ACT REVIEW PROCEDURES**

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

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

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

## **APPLICABLE PRESERVATION STANDARDS**

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

## **TERM**

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

## **ELIGIBILITY**

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

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

- (e) Designated as significant (Categories I or II) or contributory (Categories III or IV) to a conservation district designated pursuant to San Francisco Planning Code Article 11.

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

***Residential Buildings***

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

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

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

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

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

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

## **PUBLIC/NEIGHBORHOOD INPUT**

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

## **STAFF ANALYSIS**

The Project Sponsor, Planning Department Staff, and the Office of the City Attorney have negotiated the attached draft historical property contracts, which include a draft maintenance plan for the historic building. Department staff believes that the draft historical property contracts and maintenance plans are adequate.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is a City Landmark until Article 10 of the Planning Code. A Historic Structures Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations. (See attached, 1772 Vallejo St., Exhibit B)

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

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

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

## **PLANNING DEPARTMENT RECOMMENDATION**

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

## **ISSUES AND OTHER CONSIDERATIONS**

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

## **HISTORIC PRESERVATION COMMISSION ACTIONS**

Review and adopt a resolution for each property:

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

## **Attachments:**

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

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

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

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

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

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

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

**Draft Resolution**

**Exhibit A: Draft Mills Act Historical Property Contract**

**Exhibit B: Draft Rehabilitation & Maintenance Plan**

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

**Exhibit D: Mills Act Application**

**e. 64 Pierce St.**

**Draft Resolution**

**Exhibit A: Draft Mills Act Historical Property Contract**

**Exhibit B: Draft Rehabilitation & Maintenance Plan**

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

**Exhibit D: Mills Act Application**

**f. 56 Potomac St.**

**Draft Resolution**

**Exhibit A: Draft Mills Act Historical Property Contract**

**Exhibit B: Draft Rehabilitation & Maintenance Plan**

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

**Exhibit D: Mills Act Application**

**g. 66 Potomac St.**

**Draft Resolution**

**Exhibit A: Draft Mills Act Historical Property Contract**

**Exhibit B: Draft Rehabilitation & Maintenance Plan**

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

**Exhibit D: Mills Act Application**

**h. 1772 Vallejo St.**

**Draft Resolution**

**Exhibit A: Draft Mills Act Historical Property Contract**

**Exhibit B: Draft Historic Structures Report**

**Exhibit C: Draft Rehabilitation & Maintenance Plan**

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

**Exhibit E: Mills Act Application**

## Site Photo



# Aerial Photo



SUBJECT PROPERTY





**EXHIBIT A:**

**DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT**



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

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
1772 Vallejo Street, San Francisco, CA 94123  
("[NAME OF PROPERTY, IF ANY]")  
SAN FRANCISCO, CALIFORNIA**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and The Moran Family Trust, dated May 18, 2007 ("Owner(s)").

**RECITALS**

Owners are the owners of the property located at 1772 Vallejo Street, in San Francisco, California (Block 0522, Lot 029). The building located at [1772 Vallejo Street] is designated as a City Landmark pursuant to Article 10 of the Planning Code and is also known as the "Burr House" ("Historic Property").

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately one million, one hundred sixty four thousand, five hundred Dollars (\$1,164,500). (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 eighteen thousand, six hundred, forty Dollar (\$ 18,640 s) annually (See Maintenance Plan, Exhibit B).

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

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

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

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

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

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

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

cancellation fee set forth in Paragraph 14 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

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

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

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

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

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

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

11. Payment of Fees. Within one month of the execution of this Agreement, City shall tender to Owners a written accounting of its reasonable costs related to the preparation and approval of the Agreement as provided for in Government Code Section 50281.1 and San Francisco

Administrative Code Section 71.6. Owners shall promptly pay the requested amount within forty-five (45) days of receipt.

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

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

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

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

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

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

action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.

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

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

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

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

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

21. Recordation. Within 20 days from the date of execution of this Agreement, the City shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco.

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

23. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising

out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

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

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

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

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

28. Signatures. This Agreement may be signed and dated in parts

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

CITY AND COUNTY OF SAN FRANCISCO:

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

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

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

DATE: \_\_\_\_\_

OWNERS

By: Tim Moran  
[NAME], Owner

DATE: 4-26-13

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



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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

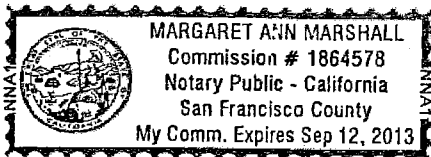
State of California

County of San Francisco

On April 26, 2013 before me, Margaret A. Marshall, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John Moran  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**EXHIBIT B:**

**DRAFT HISTORIC STRUCTURES REPORT**



**BURR HOUSE**  
**HISTORIC STRUCTURE REPORT**



*Prepared for:*  
Moran Trust, dated 1997  
3321 Octavia Street  
San Francisco, CA 94123

*Prepared by:*  
Chattel, Inc. | Historic Preservation Consultants  
71 Stevenson Street, Suite 400  
San Francisco, CA 94105

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May 2013  
Revised July 2013

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## I. EXECUTIVE SUMMARY

Chattel has been asked to prepare a Mills Act Contract application for the Burr House property, located at 1772 Vallejo Street in San Francisco (subject property; Block/Lot 552/029). The property was listed May 3, 1970 as San Francisco City Landmark No. 31 as an "excellent example of the Italianate style of architecture during the transition from Italianate to Period and Eclectic architectural styles." Furthermore, the property "remains a symbol of the City's past... while its garden provides and unusually spacious setting for the building, and sets it off from its neighbors."<sup>1</sup> The subject property consists of a single parcel that contains two contributing buildings, one non-contributing building, and one contributing feature.

### Contributing Buildings

1. House, three-stories plus basement built in 1878
2. One-story cottage, dating to the late nineteenth century

### Non-contributing Building

1. Garage, constructed in the mid-twentieth century

### Contributing Feature

1. Garden setting

In compliance with Mills Act Contract application requirements, this Historic Structure Report (HSR) provides an overview of the subject property's history and existing conditions followed by a proposed scope of work for rehabilitation, restoration and maintenance that is in conformance with the *Secretary of the Interior's Standards (Secretary's Standards)*.

### Elements proposed for rehabilitation, restoration and/or maintenance include:

- garden setting
- unreinforced masonry foundation of house
- exterior wood siding and decorative wood elements on house
- double-hung, wood-sash windows on house
- rolled asphalt roof on house
- unreinforced brick foundation on cottage
- wood siding on cottage
- double-hung, wood-sash windows on cottage
- asphalt shingle roof on cottage

As on site investigation is performed prior to undertaking work, proposed scopes of work may be further developed and modified to more sensitively preserve and restore the property. Granting the Mills Act Contract will assist in the preservation, rehabilitation and maintenance of this unique property that otherwise is in danger of substantial alteration or disrepair.

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<sup>1</sup> City Planning Commission, Resolution 6395, May 3, 1970.

## II. REGULATORY SETTING

### National Register of Historic Places

The National Register is the nation's official list of historic and cultural resources worthy of preservation. Authorized under the National Historic Preservation Act of 1966, as amended, the National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect the country's historic and archaeological resources. Properties listed in the National Register include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archaeology, engineering, and culture. The National Register is administered by the National Park Service (NPS), which is part of the U.S. Department of the Interior, although members of the public are able to nominate properties for listing in the National Register.

Resources are eligible for the National Register if they:

- A. are associated with events that have made a significant contribution to the broad patterns of our history or
- B. are associated with the lives of significant persons in or past; or
- C. embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction;
- D. or have yielded or may be likely to yield, information important in history or prehistory.<sup>2</sup>

Once a resource has been determined to satisfy one of the above-referenced criteria, then it must be assessed for "integrity." Integrity refers to the ability of a property to convey its significance, and the degree to which the property retains the identity, including physical and visual attributes, for which it is significant under the four basic criteria listed above. The National Register recognizes seven aspects or qualities of integrity: location, design, setting, materials, workmanship, feeling, and association. To retain its historic integrity, a property must possess several, and usually most, of these aspects.

### *Relationship to Project*

While the property is not currently listed in the National Register, it appears eligible under criteria C, as an outstanding and rare example of an Italianate home with a garden setting in San Francisco. National Register listing may be pursued in the future as a prerequisite for a conservation easement.

### California Register of Historical Resources

The California Register was established to serve as an authoritative guide to the state's significant historical and archaeological resources (PRC §5024.1). State law provides that in order for a property to be considered eligible for listing in the California Register, it must be found by the State Historical Resources Commission to be significant under any of the following four criteria; if the resource:

- 1. is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; or
- 2. is associated with the lives of persons important in our past; or
- 3. embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual or possesses high artistic values; or
- 4. has yielded, or may be likely to yield, information important in prehistory or history.

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<sup>2</sup> National Register Bulletin #15, "How to Apply the National Register Criteria for Evaluation" (National Park Service, 1990, revised 2002).



The California Register also includes properties which: have been formally *determined eligible for listing in*, or are *listed in* the National Register of Historic Places (National Register); are registered State Historical Landmark Number 770, and all consecutively numbered landmarks above Number 770; points of historical interest, which have been reviewed and recommended to the State Historical Resources Commission for listing; and *city and county-designated landmarks* or districts (if criteria for designation are determined by OHP to be consistent with California Register criteria).

#### *Relationship to Project*

The subject property is not currently listed in the California Register. However, as it appears eligible for listing in the National Register, it also appears eligible for listing in the California Register. A property listed in the National Register automatically is listed in the California Register.

#### **California Environmental Quality Act**

The California Environmental Quality Act (CEQA) recognizes historical resources and requires evaluation of potential impacts of proposed projects on historical resources. According to CEQA,

an historical resource is a resource listed in, or determined eligible for listing in, the California Register of Historical Resources. Historical resources included in a local register of historical resources..., or deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1, are presumed to be historically or culturally significant for purposes of this section, unless the preponderance of the evidence demonstrates that the resource is not historically or culturally significant (California Public Resources Code, PRC §21084.1).

If a proposed project were expected to cause *substantial adverse change* in an historical resource, environmental clearance for the project would require mitigation measures to reduce impacts. "Substantial adverse change in the significance of an historical resource means the physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired" (PRC§15064.5 (b)(1)). PRC §15064.5 (b)(2) describes *material impairment* taking place when a project:

- (A) Demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, inclusion in the California Register... or
- (B) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register... or its identification in an historical resources survey... unless the public agency reviewing the effects of the project establishes by a preponderance of evidence that the resource is not historically or culturally significant; or
- (C) Demolishes or materially alters those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, inclusion in the California Register... as determined by a lead agency for the purposes of CEQA.

---

#### *Relationship to Project*

As a local landmark, the subject property is a historical resource for purposes of CEQA review.

#### **Secretary's Standards**

Established by the Secretary of the Interior, the *Secretary's Standards* provide guidance for historic preservation. The *Secretary's Standards* contain four treatments: preservation, restoration, reconstruction and rehabilitation. The applicable treatment in the case of review of Burr House Apartments Mills Act Contract is rehabilitation. The rehabilitation standards are:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

#### *Relationship to Project*

Projects implemented at the subject property must be in conformance with the *Secretary's Standards* to constitute a less than significant historical resources impact under CEQA and to meet the requirements of the Mills Act Contract.

#### **City of San Francisco**

Article 10 of the San Francisco Planning Code defines criteria for designation of a landmarks:

- (a) The protection, enhancement, perpetuation and use of structures, sites and areas that are reminders of past eras, events and persons important in local, State or national history, or which provide significant examples of architectural styles of the past or are landmarks in the history of architecture, or which are unique and irreplaceable assets to the City and its neighborhoods, or which provide for this and future generations examples of the physical surroundings in which past generations lived;
- (b) The development and maintenance of appropriate settings and environment for such structures, and in such sites and areas;
- (c) The enhancement of property values, the stabilization of neighborhoods and areas of the City, the increase of economic and financial benefits to the City and its inhabitants, and the promotion of tourist trade and interest;
- (d) The preservation and encouragement of a City of varied architectural styles, reflecting the distinct phases of its history: cultural, social, economic, political and architectural and
- (e) The enrichment of human life in its educational and cultural dimensions in order to serve spiritual as well as material needs, by fostering knowledge of the living heritage of the past.

Listing as City Landmark is subject to review and recommendation by the Historic Preservation Commission to the Board of Supervisors who may, by ordinance, designate a landmark.

*Relationship to Project*

The Burr House property was designated City Landmark No. 31 on May 3, 1970.

**Mills Act Historical Property Contract Program**

Enabled by California Government Code Section 50281.1, the Mills Act Historical Property Contract program is one of the few local financial incentives available to owners of historic buildings. By entering into a formal agreement with the City of San Francisco, property owners with Mills Act Contracts may realize permanent property tax savings intended for restoration, rehabilitation, and/or maintenance of their buildings. While eligibility is limited to a property tax assessment value of not more than \$3,000,000 for residential buildings, the Historic Preservation Commission will make specific findings as to whether to recommend to the Board of Supervisors that the valuation exemption be approved. Properties requesting assessment exemption must meet 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; and
- Granting the exemption will not cause the cumulative loss of property tax revenue to the City to exceed \$1,000,000 annually.

In addition, a HSR is required to provide evidence that the property meets the exemption criteria and to substantiate the circumstances for granting the exemption.

*Relationship to Project*

As a landmark, the subject property is eligible to participate in the Mills Act Historical Property Contract Program. As the property exceeds the tax assessment value limit at \$6,250,000, this HSR is required. As stated in this HSR, the property meets the three exemption criteria. It is an exceptional and rare example of an Italianate style home with a unique garden setting. The property is in need of extensive site, structural, exterior and interior work to save it from deterioration and preserve the property in its entirety. It is not anticipated that the exemption will cause a cumulative loss of property tax revenue of more than \$1,000,000 annually.

### III. INTRODUCTION

#### **Project Participants**

Chattel, Inc. is a full service historic preservation-consulting firm with statewide practice. The firm represents governmental agencies and private ventures, successfully balancing project goals with a myriad of historic preservation regulations without sacrificing principles on either side. Comprised of professionals meeting the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR Part 61, Appendix A) in architectural history, history and historic architecture, the firm offers professional services including historic resources evaluation, project effects analysis, and consultation on Federal, state and local historic preservation statutes and regulations.

The firm engages in a collaborative work process, working together as a team. A team of professionals, who meet or exceed the *Secretary of the Interior's Professional Qualifications Standards*, was assembled to prepare the Mills Act Contract and HSR. Shannon Ferguson, Senior Associate and architectural historian, served as project manager and assumed a lead role for the project, conducting research, writing and assembling the report. She was assisted by Justin Greving, architectural historian. Firm Principal Robert Chattel, as preservation architect and principal architectural historian, was responsible for overseeing the project, and assisting in conducting initial on-site assessment of the building.

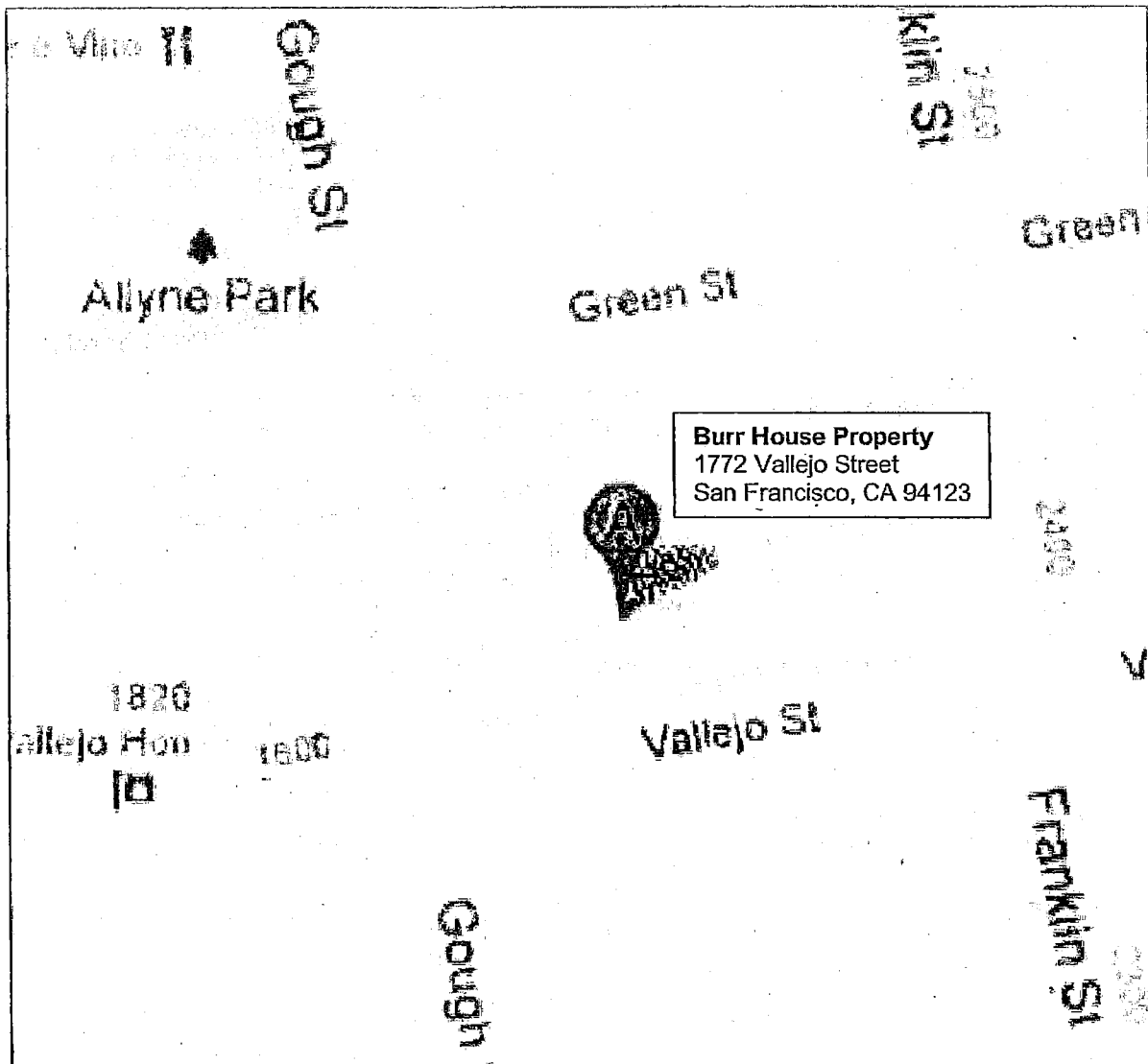
#### **Methodology**

Research was conducted at California Historical Society, Bancroft Library, San Francisco Public Library, City of San Francisco Planning Department files, and City of San Francisco Assessor's office. Primary sources of information consulted include Sanborn maps, original building and alteration permits, building plans, city directories, historic photographs, and Burr family papers, photographs and correspondence regarding the subject property.

#### **Project Data**

The subject property is owned by The Moran Trust dated, May 18, 2007 and is located at 1772 Vallejo Street (Block/Lot 552/029) on the north side of the street between Gough and Franklin streets in San Francisco, CA. It is located in a predominantly residential area and is oriented south toward Vallejo Street.

Location Map



Source: Google Maps

#### IV. HISTORY AND SIGNIFICANCE

##### Architectural Description

###### *Site*

The subject property is bounded by Gough Street to the west, Franklin Street to the east, Green Street to the north and Vallejo Street to the south. It is located in a predominantly residential area and is oriented south toward Vallejo Street. On the property, there are two contributing buildings (house and cottage), one non-contributing building (garage), and one contributing feature (garden setting). The house sits on the west side of a large rectangular parcel with a mature landscaped garden at the east. The one-story garage is located at the northwest corner of the property. Adjacent to the garage is the one-story cottage.

Pittosporum street trees border the property at Vallejo Street. At the south, fronting Vallejo Street is a low concrete wall topped with wrought iron, wrought iron entry gate at the center and a contemporary wrought iron automatic gate at the west. North of the wall is a landscaped garden with box hedges and rose bushes, and a brick retaining wall, and recessed area adjacent to the URM brick basement wall. The recessed area is filled with potted trees and rose bushes. The concrete wall with wrought iron borders this area of the garden on the west. At the west perimeter is a mature tree, URM brick wall and concrete driveway that leads to the rear. East of the house, is a scored concrete path that leads to the porch. The path is bordered by a large, mature ficus tree. A flagstone path borders the east elevation of the building where another large, mature tree is located northeast of the porch. East of the paths is a terraced grass lawn with fountain at the center. Flagstone steps lead to the lower terrace which is bordered by low stone walls at the north and south. The east edge of the lot is marked by a concrete wall that belongs to the adjacent apartment building, and is covered with climbing vines. Three young trees and three mature acacia trees are planted next to the wall. The north portion of the property contains two outbuildings: a one-story garage at the northwest corner and a one-story cottage adjacent. A wood deck is located at the northeast corner and is bordered by a lattice wood fence marking the northern boundary of the property. A concrete parking pad is located between the house and outbuildings. A flagstone path leads from the parking pad to the cottage deck and is bordered by mature plantings.

###### *Outbuildings*

Located at the northwest corner of the property is a non-contributing two-car garage. The one-story, wood-frame structure is clad in stucco and has a flat roof covered in rolled asphalt. Two roll up doors are located on the south elevation.

The cottage is a one-story, wood-frame building with a gable roof covered in asphalt shingles. It sits on an unreinforced brick foundation and is clad in unpainted horizontal wood siding. A brick chimney is located at the west end of the gable. Fenestration consists of six-over-six, double-hung, wood-sash windows. One window is located off-centered on the east elevation. Paired windows flank the centered wood door, which is sheltered by a vine covered pergola. Additional vines partially cover the cottage and mature plantings are located at the foundation. The west elevation of the cottage is obscured by the adjacent garage.

###### *Exterior*

The Burr House is a three-story plus URM brick basement, single-family home constructed in the Italianate style. Roughly rectangular in plan, the wood-frame building has a mansard third story and a flat roof covered in rolled asphalt. It is clad in horizontal wood siding at the first and second stories and scalloped wood shingles at the third story. The primary façade faces south and features two angled bay windows that span the first through third floors. On the first and second stories, the fenestration pattern consists of double-hung, wood sash windows with paired segmental arched windows in the front bay and single arched windows in the angled bays. Windows have ornately

carved hood molding with a shell at the front bay and are flanked by wood colonnettes. An overhanging cornice with wood brackets separates the second and third stories. The third story features arched dormers with elaborately carved hood molding and double-hung, wood sash windows with arched top.

The east elevation faces the garden. A covered entry porch is located at the south end of the façade. The porch is supported by raised URM brick foundation covered in stucco and wood steps with heavy carved wood balusters leading to the double glass and wood paneled front door. The porch roof is supported by columns and has a carved wood cornice and balusters on the roof. At the basement level beneath the porch is a glass and wood paneled door with sidelights and arched transom. Two contemporary, double-hung, multi-light, wood-sash arched windows are located to the north. At the first story, adjacent to the porch, is a double-hung, wood sash window with leaded glass and elaborate hood molding. The third story features a paired segmental arched double-hung, wood-sash window (one window has leaded glass) with similar hood molding and a single arched double-hung, wood-sash window with hood molding. The third story has two arched dormers with elaborately carved hood molding and double-hung, wood sash windows with arched top.

The north elevation basement level features two contemporary, double-hung, multi-light, wood-sash arched windows and a paneled wood door with concrete steps. The first story has a deck with wood balusters and stairs that spans the width of the house. Fenestration at this level consists of large wood sash, fixed windows with arched transom flanking a glass door with arched transom. The second story features a bay window similar to those on the façade and two segmental arched double-hung, wood-sash windows with elaborately carved hood molding. The third story has three arched dormers with elaborately carved hood molding and double-hung, wood sash windows with arched top at the bay and one similar window to the west. A fire escape is located at the second and third stories at the west end of this elevation.

The west elevation basement level has one contemporary, arched, multi-light, double-hung, wood-sash window at the north end and one fixed arched window at the south end. This elevation features an angled bay window at the first through third stories, similar to the south façade. The second story has an additional window south of the angled bay. At the third story, one arched dormer with elaborately carved hood molding and double-hung, wood sash window with arched top is located in the center of the angled bay and two additional similar windows at the mansard.

#### *Interior*

The basement contains storage, a wine cellar and a guest bedroom at the south end. The west end has a bathroom with contemporary fixtures and a mechanical room. At the north end is a laundry room with access to the rear yard, and fitness room. At the center is a wide hallway with an entrance at the east and stairs to the first floor. The first floor contains the public rooms of the house including a foyer with curving staircase, powder room, library, living room, dining room and eat-in kitchen. The second floor has two bedrooms at the south end, a bathroom and master bedroom walk-in closet at the east end, a third bedroom at the west end, and the master bedroom, and bathroom at the north end. The main room of the third floor or attic is clad in redwood paneling with glass fronted wood cabinets on the north side. An office and bathroom are also located on this floor.

#### *Alterations*

The Burr House has been minimally altered since the original building was completed in 1875. Alterations are limited to the garden, entry porch (see historic photos, date unknown) deck at the rear, construction of a garage (date unknown), minimal structural work, some fire/life safety upgrades, and remodels of kitchen and bathrooms. All building permits are on file with Department of Building & Safety. The following notes major alterations:

March 3, 1974

Fire escape

October 3, 1974

Construct shear walls and fire escape, remove partition at second floor.

February 18, 1981

Electrical and plumbing to code in cottage, remodel kitchen and bath

March 6, 1984

Insulate and sheetrock basement ceiling to expand offices

September 17, 1991

New roof

October 18, 1995

Kitchen remodel

February 12, 1996

Bolt existing concrete block walls to existing brick walls

March 28, 1996

Remodel kitchen and four bathrooms

April 1, 1996

Fire sprinklers

November 7, 1996

Fire escape

February 15, 1997

New roof

September 2, 1997

Replace rear porch

September 24, 1992

Repair slab

January, 27, 2009

Reroof cottage

October 27, 2000

Remove existing driveway, install automatic gate, replace existing cement wall in-kind, and reinstall wrought iron at front.

**History of Cow Hollow**

This history of the Burr family and the history of the development of Cow Hollow are intimately tied. Ephraim Willard Burr had a great deal of influence in the development of Cow Hollow because of his ownership of numerous lots in the neighborhood (see historic maps). Soon after moving to San Francisco, his wife Abby sought out a good place for their family home in the undeveloped area north of Market Street. A 100 Vara survey of Cow Hollow conducted by Alcade Leavenworth in 1848 had a street grid that was placed at a 45 degree angle similar to the grid of south of Market Street. A lot located just south of a freshwater lagoon in Cow Hollow appealed to Burr's family, as it sat north



of the city with a view of the Golden Gate<sup>3</sup>. At the same time, Burr also purchased several lots to the northwest. This same area had appealed to George William Hatman, who purchased the land roughly bounded by Union, Filbert, Franklin and Gough, to set up a dairy in 1861.<sup>4</sup> Hatman's dairy contained 60 cows and was one of 30 dairies that sprung up in the area, with some dairies containing over 200 cows.<sup>5</sup> The area retained its rural feel for a number of years and for this reason was an attractive site for residents seeking to build houses adjacent to the rapidly developing city.

However, as city development expanded north and west towards these rural dairies, citizens became concerned about the health hazards presented by the cows as the urban and rural environments collided. Ephraim Burr was one of these citizens directly affected by the unsanitary conditions when his eldest son, Willard Child, contracted cholera, likely from contaminated drinking water, and died at the age of 19 in 1855.<sup>6</sup> Burr sent a formal complaint to the Court of Sessions calling for the, "abatement of the nuances from slaughter houses and hog ranches bordering upon the running water on the Presidio Road between Pacific Street and the Lagoon."<sup>7</sup> Although the court ordered immediate closure of slaughterhouses, they were not moved to until 1870, when they were relocated to Hunter's Point in the southeast section of San Francisco.<sup>8</sup>

The Burr family's land holdings in the area were also affected by the rapidly developing city. As mentioned earlier, the original survey containing land purchased by the Burr family was in line with the street grid placed at a 45 degree angle, similar to the grid south of Market Street. However as the city expanded west and north, it followed a strict North-South grid, forcing the Burr family to renegotiate their property lines in accordance with this new grid.<sup>9</sup> The Ephraim Burr homestead (no longer extant), once located at Van Ness and Filbert, was forced to be relocated to accommodate the northward expansion of Van Ness Street in 1891.<sup>10</sup> This home was dynamited in 1906 after the earthquake to stop the spread of fire beyond Van Ness Street while the Burr House property miraculously survived both the earthquake and fire, as well as development of the neighborhood into an urban area.

### History of the Burr Family

Ephraim Willard Burr was born March 7, 1809, in Warren, Rhode Island.<sup>11</sup> At the age of 14 Burr began his professional career working as a clerk in a general store and soon had the chance to buy the business when the storeowner moved to Provincetown.<sup>12</sup> With money saved up from his successful general store, Ephraim went into the shipbuilding and whaling business. In 1849, Burr and his shipbuilding partner, Joseph Smith, formed a professional relationship with N.L. and G. Griswold to enter into the lucrative whaling industry.<sup>13</sup> During that same year, Burr headed to California to track down the *Niantic*, a whaling vessel that had been converted into a passenger ship by a rogue sea captain and then abandoned once it reached San Francisco.<sup>14</sup> Burr's arrival on the

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<sup>3</sup> Hakenen, 18.

<sup>4</sup> Robert O'Brien, "And they Called it Cow Hollow," *San Francisco Chronicle*, January 1947, [http://foundsf.org/index.php?title=AND\\_THEY\\_CALLED\\_IT\\_%22COW\\_HOLLOW%22](http://foundsf.org/index.php?title=AND_THEY_CALLED_IT_%22COW_HOLLOW%22).

<sup>5</sup> Ibid.

<sup>6</sup> Hakenen, 35.

<sup>7</sup> John L. Levinson, *Cow Hollow Early Days of a San Francisco Neighborhood from 1776* (San Francisco: San Francisco Yesterday Press, 1976), 29.

<sup>8</sup> Ibid., 29.

<sup>9</sup> 100 Vara Survey, prepared by S. Aldrich dated August 31<sup>st</sup>, 1885, Burr-Allyne family papers, MS 717, California Historical Society. This map contains the existing street grid with an overlay of the original grid of the 100 Vara survey, and identifies the lots owned by the Burr Family.

<sup>10</sup> Hakenen, 19. A remnant of the 1848 Alcade Leavenworth survey can be seen in the angled eastern property line of the original parcel that extended through to Green Street. See Sanborn maps for reference.

<sup>11</sup> Iiza Hakenen, "Ephraim Willard Burr: A California Pioneer," Masters Thesis, Humbolt State University, 2008, 4.

<sup>12</sup> Ibid, 6.

<sup>13</sup> Ibid, 8.

<sup>14</sup> Ibid, 10.

west coast was the perfect moment for a budding businessman to reap the rewards of the rapidly developing City of San Francisco.

Once in San Francisco, Burr understood the economic opportunities to be had on the west coast where he would remain for the rest of his life, engaging not only in the local economy, but politics and society as well. Soon after his arrival, Burr purchased a small shipping vessel and set up a general store with John Mattoon and Edmund Maston, forming the Burr, Mattoon and Company in 1850.<sup>15</sup> Burr soon had a number of stores running in the city and within a few years was comfortable enough to send for his wife, Abby Miller, and their five children, Willard Child, Clarence C., Lucy E., Mary Newell, and Edmund Coffin, to move to California.<sup>16</sup>

In 1854, Burr organized the first savings bank on the Pacific Coast, the San Francisco Accumulating Fund Association (later renamed the Savings and Loan Society) and served as president for 21 years.<sup>17</sup> During this time he also became active in San Francisco's political scene. After a scourge of fires rocked the city in the early 1850s, citizens tired of looting and general lawlessness formed vigilance committees to patrol the city and enforce their own form of law that often resulted in the hanging of suspected criminals.<sup>18</sup> Burr was never formally connected with these committees; he was regarded as an upstanding citizen with a sound business background that might be able to change the existing political scene. After declining two invitations to run for Mayor by one vigilance committee, Burr could not refuse a third time and ran for mayor in 1856 on the "Peoples Reform Ticket."<sup>19</sup> After ousting the City Treasurer, Burr had the opportunity to cut the annual city budget in half, by drastically reducing spending on city services.<sup>20</sup> During his three years as Mayor, Burr also tried to enforce a stricter moral code on the city and unsuccessfully attempted to ban the sale and distribution of alcohol on Sunday and after 12PM.<sup>21</sup>

Although Burr's political life as mayor lasted only three years, his contributions to the City of San Francisco spanned his lifetime through his financial investments in the city's public and private infrastructure. Although somewhat skeptical of investing in railroads, Burr funded construction of the first cable car when he loaned \$30,000 to Andrew Hallidie's Clay Street Railway Company.<sup>22</sup> On the morning of August 1, 1873, Burr, along with a number of other investors, witnessed the first successful cable car trip up Clay Street between Kearny and Jones Street.<sup>23</sup> At this moment, Burr witnessed one of the defining moments of San Francisco history. While he may not have been aware of it at the time, his investment contributed to construction of one of San Francisco's most important and lasting icons. Later in life, Burr focused his energies on mining and real estate investments throughout California before passing away July 20, 1894.<sup>24</sup>

The Burr children continued the Burr legacy as prominent San Francisco figures with a number of real estate and other business ventures. The youngest daughter, Mary Newell, married John Winston Allyne, an emerging San Francisco businessman who later purchased the Pacific Oil and

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<sup>15</sup> Ibid, 12.

<sup>16</sup> A family tree of Ephraim Burr is located at the California Historical Society.

<sup>17</sup> Jamie Henderson, "Finding Aid to the Burr-Allyne family papers and photographs, 1839-2012 MS 717," California Historical Society, 3.

<sup>18</sup> Rand Richards, *Historic San Francisco, A Concise History and Guide* (San Francisco: Heritage House Publishers, 2011), 79.

<sup>19</sup> Hekenen, 29.

<sup>20</sup> Hekenen, 33.

<sup>21</sup> Hekenen, 37.

<sup>22</sup> Hekenen, 43.

<sup>23</sup> Tom Matoff, "MUNI History I: The Gilded Age-Entrepreneurial Development, Competition and Consolidation," [http://foundsf.org/index.php?title=MUNI\\_History\\_I:\\_The\\_Gilded\\_Age--Entrepreneurial\\_Development,\\_Competition\\_and\\_Consolidation](http://foundsf.org/index.php?title=MUNI_History_I:_The_Gilded_Age--Entrepreneurial_Development,_Competition_and_Consolidation).

<sup>24</sup> Henderson, 3.

Kerosene works from the Stanford Family.<sup>25</sup> In 1902, Edmund, Lucy, Mary, and Clarence, founded the Baden Company, with land holdings in Alameda, San Francisco, and San Mateo counties.<sup>26</sup> The youngest son and occupant of the Burr House, Edmund Coffin, was trained as a chemist in Germany and followed in his father's footsteps with speculations in mining and real estate as well as purchasing the Alameda Sugar Company in 1889.<sup>27</sup>

When Edmund Coffin married Anna Barnard, it is said he and his wife received the subject property as a wedding present from Ephraim Burr.<sup>28</sup> Edmund and his wife raised three children in the house, Elsie, Alice, and Marian. While Elsie would move out of the Bay Area after her marriage to neighbor Harry Overstreet, the marriage was short lived and she returned to settle in Berkeley.<sup>29</sup> The other two sisters, Alice and Marian, remained in the house as they pursued a number of interests. Alice graduated from the Clarence White School of Photography in 1916, where she studied under Clarence White.<sup>30</sup> Her lifelong passion for photography led her to experiment with a number of photographic processes, and prints of her photographs are located in the archives of the California Historical Society. Marian Burr was active in the Red Cross and accompanied Alice on a number of trips abroad.<sup>31</sup> Alice and Marian continued the family tradition of real estate development, commissioning William Wurster in 1942 to design an apartment building on the land fronting Green Street.<sup>32</sup> The building was to complement an earlier apartment building constructed for the sisters (constructed prior to 1950; exact date and architect unknown). However, Wurster's design was never realized. The two sisters remained in the house until they died, Marian in 1966, and Alice in 1968.<sup>33</sup> Deaths of the two sisters ended almost a century of continuous use of the Burr House by the Burr family.

### Property History

At the time the Burr House was constructed, Cow Hollow was a relatively undeveloped area of the city. Block Books show that Ephraim Willard Burr owned numerous parcels in a 20 block area from Larkin to Laguna and Vallejo to Filbert Streets in Cow Hollow. The Burr House was constructed on parcel 29, and the property originally extended through to Green Street (see Sanborn maps) before a lot split in 1971. Historic photographs show that the house and outbuildings were set within a large garden setting, providing a buffer between the neighboring houses and dairy farms. The garden setting was planted with trees, shrubs, grasses and flowering bushes. Simple brick pathways wound between the house and outbuildings. The plantings appear to be unplanned and not formally designed, reflecting the rural character of the agricultural surroundings of Cow Hollow at the time of construction.

The garden setting appears to have been altered most recently in 1997 (see Appendix 3: Landscape Plan) with a formal, designed landscape. The current landscape includes many mature trees and shrubs and a symmetrical, ornamental planting area south of the house and a grassy lawn to the east of the house with a fountain at its center. Some trees appear in historic photographs, but it is difficult to tell if these are the same trees currently on the property. The property does still retain its large garden setting, providing a sense of openness and breathing room from neighboring buildings.

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<sup>25</sup> Ibid., 3.

<sup>26</sup> Ibid., 3.

<sup>27</sup> Ibid., 3.

<sup>28</sup> Anne Bloomfield, *Gables and Fables: A Portrait of San Francisco's Pacific Heights*, (San Francisco: Heydey Press, 2007), 20.

<sup>29</sup> Henderson, 3.

<sup>30</sup> Ibid., 3.

<sup>31</sup> Ibid., 3.

<sup>32</sup> Trieb, Marc, *An everyday modernism; the houses of William Wurster*. Berkeley: University of California Press, 1999, 59-60.

<sup>33</sup> Ibid., 3.

Historic photographs also show the cottage, a contributing building to the property. Sanborn maps show that the one-story cottage was added to the north end of the property sometime between 1886 and 1893. The cottage may have been fabricated on the East Coast and shipped around the horn and reassembled on the property.

There is also a one-story, two-car garage located at the northwest corner of the property. It is a non-contributing building. No records exist to confirm the exact construction date or architect of the one-story garage; however it appears on the 1950 Sanborn map.

According to Sanborn maps and historic photographs, there were two other outbuildings on the property at one time. Sanborn maps show a greenhouse (no longer extant) was constructed on the property sometime between 1886 and 1893. Planning Department file records indicate that it was located near the stone wall on the northeast side of the property and that it was still extant in 1970. A one-story Arts and Crafts style photography studio was constructed for Alice Burr on the northern portion of the property bordering Green Street in 1916. It was designed by Henry H Gutterson, who also designed a remodel of the studio in 1937 that raised the building and added a new first story, making the building two stories.<sup>34</sup> In 1971, the lot was split, with the northern portion containing the photography studio becoming a separate parcel.<sup>35</sup> This building is still extant.

City Landmark designation text states that the house, a contributing building, was constructed in 1875 by Ephraim Willard Burr (1809-1894) as a wedding present for his son Edmund Coffin (1846-1927), who married Anna Barnard also in 1875. However, water tap records show that Ephraim W. Burr did not turn on water service until on August 2 1878, indicating that the construction date may not be 1875, but three years later. The architect of the house is unconfirmed. The Landmark designation text notes the architect as Edmund M. Wharff, while architectural historian Anne Bloomfield credits the house to William H. Wharff, a neighbor of the Burr family who constructed several houses in Pacific Heights. Gary A. Goss and Bill Kostura, architectural historians, believe the house was designed by Thomas J. Welsh, who designed many churches for the San Francisco Archdiocese, including Sacred Heart at Fell and Fillmore streets, and numerous homes for prominent San Franciscans. Construction was supervised by Anna Barnard's father, Thomas Barnard, a builder from Nantucket.<sup>36</sup>

Edmund may not have lived in the home immediately after it was constructed, some say because he may not have been able to afford it. California Voter Register lists from 1878 show his address as 32 Rincon Place and the 1886 Register lists his address as 1224 Broadway. By 1888 Burr was finally living at 1722 Vallejo; an early address of the subject property.<sup>37</sup>

In Here today: San Francisco's architectural heritage, authors Roger Olmstead and T.H. Watkins note that during the 1906 earthquake, the house, "slipped off its foundations and ninety-three jacks were required to lift it back."<sup>38</sup> However the house may not have slipped off its foundation as Burr family correspondence provides that "the front porch and step were badly shaken and the moulding just above the brick foundation [possibly the brick porch foundation] was badly displaced by the terrific shaking."<sup>39</sup>

<sup>34</sup> Alice Burr specifications, blueprints and articles of incorporation for construction of studio 1916 July 14-1917 January 10. Box 28, Folder 21, California Historical Society.

<sup>35</sup> City and County of San Francisco Deed Records, January 25, 1971, Book 487, page 340.

<sup>36</sup> Bloomfield, Anne and Arthur Bloomfield, "Gables and Fables". Berkeley: Heydey, 1997;

<sup>37</sup> California, Voter Registers, 1866-1898, Ancestry.com.

<sup>38</sup> Roger Olmstead and T.H. Watkins, Here today: San Francisco's architectural heritage (San Francisco: Chronicle Books, 1968), 22.

<sup>39</sup> Letter to Lucy Burr Holman from E. Willard Burr, April 27, 1906. Burr-Allyne Family Papers and Photographs, 1839-2012, Box 2, Folder 28, California Historical Society.

The house was designated City Landmark No. 31 on May 3, 1970. Also in 1970, owner Georgiana G. Stevens represented by Rubin Glickman applied for a conditional use permit to "convert the dwelling to professional offices for no more than four attorneys with their secretaries. Off-street parking for approximately ten automobiles would be provided in the rear yard. The building exterior would not be altered and no signs would be erected."<sup>40</sup> The case report notes that minor outbuildings on the property included a greenhouse, outhouse and old shed. The outhouse may be the garage and the old shed the cottage.

In 1974, a conditional use application was granted to add additional professional offices in the building;<sup>41</sup> the number of offices is unknown. A building permit was filed by Jonathan Manor, Inc. on February 28, 1974 for demolition of the rear stair and porch, replacement of driveway, demolition of rear garage and shed (likely the cottage) to provide for twelve to eighteen off-street parking spaces required by the additional offices. However, the permit was later cancelled on January 23, 1975 and the work never took place. Shear walls were constructed in 1978 and bolted to the brick foundation in 1996. The kitchen and bathrooms were also remodeled at this time. Fire sprinklers were installed and the rear porch was replaced in 1997.

### Ownership History

The property was first owned by Ephraim W. Burr. He constructed the house on the property as a wedding gift for his son Edmund C. Burr and Anna Barnard and together they raised three daughters, Elsie, Marian and Alice in the house. Daughters Marian and Alice resided in the subject property until their deaths in 1966 and 1968, respectively. The house was likely purchased by Martha Gerbode after Alice's death. Gerbode was an environmentalist and philanthropist in the Bay Area and Hawaii. She had an interest in historic preservation and environmental protection and often purchased real estate for these purposes.<sup>42</sup> Gerbode only owned the property for a brief period of time, just before it was officially designated. Gerbode was friends with Georgiana G. Stevens, a writer and expert on the Mideast.<sup>43</sup> Stevens acquired the property in late 1969. Georgiana G. Stevens sold the property to Rubin Glickman in 1971. Glickman, a graduate of Northwestern Law School with a focus on real estate, moved from Chicago to San Francisco in the 1960's. He claims to have once represented Janis Joplin, Bill Graham, and members of the Grateful Dead and Jefferson Airplane. He also represented Bay Area drug rehabilitation centers such as Synanon and Delancey Street with facility acquisition and Glide Church's housing project adjoining the church. He currently serves as chairman on the Mayor's Physical Fitness Council. Other prior governmental appointments include commissioner and chairman of the San Francisco Redevelopment Agency and appointments to the Metropolitan Transportation Commission and Coastal Conservancy Commission.<sup>44</sup> Also in 1971, the lot was split, with the northern portion containing the Arts and Crafts style photography studio becoming a separate parcel still owned by Georgiana G. Stevens.<sup>45</sup> Glickman sold the property to Jonathan Manor, Inc. in 1972.<sup>46</sup> Manor applied for a conditional use permit to use the house as lawyers' offices. In 1975, the property was purchased by International Transactional, Inc.<sup>47</sup> It was sold to Ralph H. Baxter, Jr. in 1995.<sup>48</sup> The

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<sup>40</sup> City Planning Commission Case Report for Hearing on December 3, 1970, Case No. CU70.91.

<sup>41</sup> City Planning Commission Case Report for Hearing on January 10, 1974, Case No. CU73.66.

<sup>42</sup> *Martha Alexander Gerbode (1909-1971), environmentalist, philanthropist, and volunteer in the San Francisco Bay Area and Hawaii: oral history transcript*, University of California Berkeley Regional Oral History Office University of California The Bancroft Library Berkeley, California, 1995.

<sup>43</sup> Obituary, Georgiana Gerlinger Stevens. <http://www.sfgate.com/bayarea/article/Georgiana-Gerlinger-Stevens-writer-expert-on-2762337.php>. Accessed April 12, 2013.

<sup>44</sup> Ruben Glickman Biography, <http://www.sfgov3.org/index.aspx?page=1188>. Accessed April 12, 2013.

<sup>45</sup> City and County of San Francisco Deed Records, January 25, 1971, Book 487, page 340.

<sup>46</sup> City and County of San Francisco Deed Records, September 2, 1972, Book 694, page 600.

<sup>47</sup> City and County of San Francisco Deed Records, September 13, 1974, Book 930, page 269.

<sup>48</sup> City and County of San Francisco Deed Records, September 15, 1995, Book page

property was purchased by the present owner, John Moran in 2012.<sup>49</sup>

### Significance

With its garden setting, the subject property is an exceptional example of a historic landscape in an urban setting. The intact open space of the garden surrounding the Burr House reflects the era when the house was built, and is evidence of its continued use by the Burrs as a family residence.<sup>50</sup>

Unlike the more plentiful urban townhomes being constructed at the same time, the Burr House was constructed in the relatively undeveloped Cow Hollow area of the city. The architect took advantage of the large lot size with the home at the southwest and a garden at the east and north, providing open space around the buildings. As lots in the neighborhood were sub-divided in the 1900s, the subject property was one of the few to retain its original lot size until 1971 when the lot was divided into two. To this day, the garden setting of the Burr House is visible from the street and harkens back to an era when Cow Hollow was a rural outpost to San Francisco.

Placement and orientation of contributing buildings on the site reinforce the significance of the garden setting. Unique orientation of the house, with its main entrance facing east towards the garden and not north towards the street, reinforces the importance the garden setting has on the subject property. As it appears today, the garden emphasizes the open space surrounding the house and cottage and provides a visual buffer from the neighboring properties. The large garden setting of the Burr House is visible from the street and harkens back to an era when Cow Hollow was a rural outpost to San Francisco.

The house represents a unique combination of Italianate style house topped with a mansard roof that is distinctly Second Empire, and thus presents a hybrid of the two most popular architectural styles of the time. The Italianate style was first popularized in the patternbooks of Andrew Jackson Downing in the 1840s and 1850s, and would be the predominant style for houses built anywhere between the 1850s to the 1880s.<sup>51</sup> Along with the Gothic Revival, this style emerged in England as part of the Picturesque movement that rejected the more formal classical revival styles, and instead emphasized the free nature of the rambling Italian villas.<sup>52</sup> Typical details of the style give an emphasis to the windows, cornices, and doorways, which are often heavily embellished with a variety of decorative motifs. Similar decorative emphasis is found on the house. While the style was popular throughout the Midwest and along the west coast, Virginia and Lee McAlister note in *A Field Guide to American Houses* that San Francisco contains a high concentration of this style of townhome that were constructed side by side in rows as the city, "grew from a village to a principal port."<sup>53</sup>

The subject property is significant for its exceptional architectural style and unique garden setting. The Burr family constructed the house in 1878 and owned the property until 1969, with the house and garden undergoing very few alterations and encroachments during that time. Because of the long history of ownership by the Burr family and the relatively few alterations to the house and garden, the period of significance for the subject property is 1878-1971, representing the construction date of the house until the time of the lot split.

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<sup>49</sup> City and County of San Francisco Deed Records, December 12, 2002, Book, page.

<sup>50</sup> The National Park Service provides guidance on cultural landscapes, see, Charles A. Birnbaum, Preservation Brief #36, "Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes" (National Park Service, 1994).1.

<sup>51</sup> Virginia and Lee McAlister, *A Field Guide to American Houses* (New York: Alfred A. Knopf, 2006), 212.

<sup>52</sup> Ibid, 212.

<sup>53</sup> Ibid, 212

## Character Defining Features

### *Overall Visual Aspects*

#### Significant

- Garden setting
- Italianate style with elaborate carved wood architectural detailing
- Angled bay windows spanning multiple floors
- Distinctive mansard roof

#### Contributing

- Cottage
- Landscape

#### Non-contributing

- Garage

### *Visual Character at Close Range*

#### Significant

- Rusticated horizontal wood siding
- Carved wood ornamentation on all elevations, including quoins, hood molding, colonnettes, brackets, and cornice.
- Covered entry porch with carved wood balusters at steps and roof
- Double-hung, wood-sash windows
- Cottage, including unpainted weathered siding, multi-light windows and gable roof

#### Contributing

- Landscape, trees, shrubs, lawn
- Driveway, concrete entry path
- Low concrete wall with wrought iron and entry gate

#### Non-contributing

- Driveway gates
- Garage
- Rear porch
- Exterior lighting
- Driveway and parking pad

### *Visual Character of Interior Spaces, Features and Finishes*

#### Significant

- Foyer and curving staircase
- Skylight
- Third floor (attic) redwood paneling

#### Contributing

- Carved wood doors, moldings including crown, picture rails and baseboards
- Fireplace mantels
- Bedroom sinks

#### Non-contributing

- Kitchen
- Bathrooms
- Basement rooms
- Interior of cottage
- Hardwood floors

## V. RECOMMENDATIONS

### Garden Setting

The building is located on the west portion of a rectangular parcel. Pittosporum street trees border the property at Vallejo Street. At the south, fronting Vallejo Street is a low concrete wall topped with wrought iron, wrought iron entry gate and a contemporary wrought iron automatic gate. North of the wall is a landscaped garden with box hedges and rose bushes, and a brick retaining wall, and recessed area adjacent to the URM brick basement wall. The recessed area is filled with potted trees and rose bushes. At the west is a mature tree, brick retaining wall and concrete driveway with similar low concrete wall and wrought iron to the east. A landscaped garden is located east of the building. A scored concrete path leads to the porch and is bordered by a large, mature ficus tree. A flagstone path borders the east elevation of the building where another large, mature tree is located northeast of the porch. East of the path is terraced grass lawn with fountain at the center. Flagstone steps lead to the lower terrace which is bordered by low stone walls at the north and south. The east edge of the parcel is marked by a concrete wall that belongs to the adjacent apartment building, and is covered with climbing vines. Three young trees and three mature acacia trees are planted next to the wall to screen the apartment building. The north portion of the property contains a one-story garage at the northwest corner, a wood-frame cottage (see sections below for description of garage and cottage) and a wood deck at the northeast corner and is bordered by a lattice wood fence and the northern boundary of the property. A concrete parking pad borders the north elevation of the house and south elevation of the garage and cottage. A flagstone path leads from the parking pad to the deck and is bordered by mature plantings.

The recessed area and east perimeter wall suffers from poor drainage with water entering the foundation. Tree trimming and/or removal is necessary to prevent damage to the property and cottage or personal injury. Many of the mature trees on the property appear to be at the end of their useful life. Dying/decaying trees may require removal to ensure that they do not fall on the house in heavy winds or rain. Some trees are planted adjacent foundation and may require removal so tree roots do not infiltrate the foundation. Other trees may require pruning, as limbs are overhanging or encroaching on the house, garden and cottage and could break or rub against the house and cause damage.

The driveway and parking pad concrete is cracked and broken and will be repaired as necessary. The URM brick retaining wall is listing and is vulnerable to earthquake damage. Because security/decorative lighting is minimal with some non-functioning and basement window openings are at street level, the property is vulnerable to intruders who may seek theft or to damage.

### *Proposed Treatment*

The site currently suffers from poor drainage. Improvements to landscape drainage will encourage excess water to flow away from house and cottage. Work may include removal of grass, trees, and shrubs along retaining wall and east perimeter wall of house to prepare for excavation. After excavation, a waterproof membrane may be installed against walls. A drain pipe will collect water and a sand interceptor pit that will hold and dispose of water will be installed in the trench, as well as any new electrical and plumbing lines, as necessary. Then the trench will be backfilled with excavated soil. To extent feasible, existing features of the garden setting will be preserved and rehabilitated. Based on historic photographs and physical evidence, features that are no longer present may be restored and non-historic features, such as the fountain, will be removed.



A qualified arborist will evaluate the age and overall health and condition of the trees and their impact on the garden setting, house and cottage, and their foundations. The arborist will make removal, pruning and maintenance recommendations. Current proposed work includes, thinning, pruning and shaping *Pittosporum* street trees. Pruning or if necessary, removal and the stump ground down of tree overhanging driveway. The ficus tree at the center of the property will receive a light, corrective pruning, removing tree limbs that are too close to the house. Three mature acacia trees at east end of property appear to be at the end of their useful life and could fall in heavy rain or wind. They will be removed, as necessary and the stumps ground down. The holly tree at the northeast corner of the property is encroaching on the cottage and will be pruned. A tree limb (tree is on neighboring property) overhanging cottage will be braced or removed. Pruning or removing the trees will restore an open feeling to the garden setting, as shown in historic photographs.

Strengthening details will be developed to address the out of plane weakness of URM retaining wall at the west end of the property. The cracked and broken concrete driveway will be repaired. Size of concrete parking pad at rear of property will be reduced to restore a portion of the historic naturalistic garden setting. In addition, up lighting will be installed around the building and garden to highlight the property's unique features and provide additional security from theft or intruders who seek to damage the property. Wrought iron security bars will also be installed at basement windows for the same purpose.

#### *Maintenance Recommendation*

Treatment of garden setting must also account for the natural cycle of germination, growth, seasonal change, aging, decay, and death of plants. Planning for this continual change is an important part of maintaining a diverse, healthy garden setting through appropriate replacement when plants reach the end of their life cycle. We recommend a qualified landscape architect be engaged to provide a landscape plan that reflects historic characteristics of the garden setting. This landscape plan would take into account the age and condition of existing trees and shrubs to provide a comprehensive approach to future improvements on the subject property. We would also encourage the landscape architect to work with a qualified arborist to determine future long-term recommendations for existing trees, which may include removal and/or replacement, depending on tree condition.

#### **Structural**

The subject property has three stories of traditional light framed timber construction over one-story unreinforced masonry (URM) basement. The house is supported on an URM brick foundation. Based on typical construction methods for this vintage of construction, it is expected that there is URM out of plane weakness at the basement and that the basement walls simply bear on the foundation and are not tied to the foundation. Concrete masonry unit (CMU) shear walls were added to the basement and some walls were sheathed with plywood in 1975. Further work was performed in 1996, which tied the basement CMU walls to the existing URM walls with epoxy dowels. This previous structural work does not provide adequate structural reinforcement, making the house very vulnerable to collapse in an earthquake. The Burr House has three URM brick chimneys. Unreinforced masonry chimneys are also very vulnerable in an earthquake. They may crack, spall, separate from the structure, collapse, or fall through the roof structure and injure occupants or fall to the ground. URM brick basements, foundations and chimneys may suffer damage even at relatively low levels of ground shaking.

#### *Proposed Treatment*

A qualified structural engineer specializing in historic structures will conduct a preliminary structural review, that will include review of previous structural drawings and calculations, URM testing, impact

of removal of existing shear wall between dining room and kitchen, and removal of URM chimney removal. Engineer will provide written report summarizing results of URM testing, existing construction of foundations and basement, and recommendations for further seismic improvements. Using the historic building code, engineer will develop conceptual strengthening details to address URM out of plane weakness at basement and strengthening of foundation using reinforced concrete. Report will also evaluate the impact of removal of existing URM chimney and wall between dining room and kitchen and may include details for additional wall strengthening or shear walls, header for new opening and possible first floor strengthening, as necessary. Details for infill of roof and floors where chimney is removed will also be developed. Other URM chimneys will be evaluated for stability and strengthening recommended as necessary.

## **Building Envelope**

### **Exterior elevations**

First and second story exterior elevations are clad in horizontal wood siding with quoins at the corners. Angled bay windows feature intricately carved wood details, including colonettes, paneling and shell detail over center window. Heavy wood brackets are located at the eaves of the second floor. The third floor consists of a mansard roof clad in scalloped shingles and is punctuated by angled bays with arched windows that have an intricately carved wood surround.

Painted wood is in good condition with only some evidence of paint deterioration such as chalking, blistering, peeling, or cracking at this time.

### *Proposed Treatment*

Owner wishes to repaint house with historically accurate paint colors in the next ten years and proposes paint analysis to identify colors.

### *Maintenance Recommendation*

An overall maintenance plan and cyclical repair program will be created and implemented to effectively protect and maintain historic exterior wood elements. Regular inspection will establish baseline conditions and identify any needed repairs. Inspection tasks may involve monitoring for faulty flashing, leaking gutters, cracks and holes in siding, deteriorated caulking in joints and seams, plant material growing too close to wood surfaces, or insect or fungus infestation. When repainting, one or more paint layers may contain lead-based paint and proper precautions should be taken. Wood will be cleaned, lightly scraped, and hand sanded in preparation for a new finish coat. Thermal and chemical paint removal will be used with caution, only using an electric heat plate, electric heat gun, and solvent-base or caustic strippers when necessary.

### **Wood Sash Windows**

Basement fenestration at south façade consists of fixed wood sash windows. At north, east and west basement elevations fenestration consists of contemporary, six over six, double-hung, wood sash windows. Fenestration consists of double-hung, wood sash windows with round head at first, second and third stories. Most appear to contain original glass. Fenestration at first story on the north elevation (in kitchen) have been altered and consist of large wood sash, fixed windows with arched transom. Windows appear to be in good condition, some with water intrusion and damage to interior/exterior sills and deteriorated glazing putty.

### *Proposed Treatment*

Windows are proposed to be rehabilitated as necessary. Physical conditions of each window will be carefully evaluated on a unit-by-unit basis. A graphic or photographic system or window schedule may be devised to record existing conditions and illustrate the scope of any necessary repairs to each window unit. Any partially decayed wood will be waterproofed, patched, built-up, or consolidated and then painted to achieve a sound condition and good appearance.

Badly deteriorated parts of the frame or sash will be spliced or replaced in-kind. Deteriorated glazing putty, sash cords and hardware will be replaced and windows painted. Appropriate weatherstripping will be installed to reduce air infiltration.

### **Roof**

The roof is flat and is covered with rolled asphalt. A skylight is located in approximately the middle of the roof and two additional skylights are at the northwest corner. Roof appears to be in fair to good condition.

#### *Proposed Treatment*

Proposed work to the roof includes installation of solar panels. Panels will be slightly set back from the perimeter and will not be visible from the street (See proposed plan in Appendix 3). Repair or replace roof in-kind, as necessary.

#### *Maintenance Recommendation*

Use caution to insure that anchors for solar panels do not penetrate, break, or wear the roofing surface. At least twice a year, the roof will be inspected against a checklist. All changes will be recorded and reported. Gutters will be checked for leaves and debris during the spring and fall and after heavy rain. Hidden gutter screening both at downspouts and over the full length of the gutter could help keep them clean. The surface material would require checking after a storm as well. Periodic checking of the underside of the roof from the attic after a storm will give early warning of any leaks.

### **Deck**

A wood deck and stairs spans the width of the north (rear) elevation at the first story and features wood balusters. Balusters and stairs are painted. Deck was constructed in approximately 1997 when the kitchen was remodeled. Some wood members appear to be suffering from deterioration.

#### *Proposed Treatment*

Remove existing non-historic deck and stairs at north elevation of house and construct new, larger contemporary and compatible deck with carport and stairs to garden.

### **Building Interior**

#### **Mechanical/Electrical/Plumbing**

Mechanical, electrical, and plumbing systems appear to be in good working order.

#### *Proposed Treatment*

Repair electrical, plumbing and mechanical systems, as necessary, using qualified professionals and obtaining building permits as required. Any historic fabric removed or damaged during repair will be replace in-kind.

#### **Interior Painting**

The interior of the home features plaster walls, crown molding and wide baseboards, original doors with wide casing and hardware that may be original. Historic photos show that wood elements may have exhibited a dark brown stain. Wood elements and plaster walls are in good condition.

#### *Proposed Treatment*

Proposed work includes engaging a qualified conservator to perform historic paint analysis to determine historic paint colors. Recommended colors will be matched to a paint company color chip and lighter and darker intensity color also recommended in a detailed report also showing paint sample locations and methodology. Paint home colors recommended by conservator.

#### **Kitchen/Bathrooms**

Kitchen and bathrooms were remodeled in 1997 and feature contemporary fixtures, tile and hardware. Mechanical, electrical and plumbing appear to be in working order at this time.

#### ***Proposed Treatment***

Remodel existing non-historic kitchen and three and a half bathrooms, upgrading mechanical, electrical and plumbing to code, as required.

#### **Outbuildings**

##### **Garage**

Located at the northwest corner of the property, the contemporary two-car garage with roll up doors is a wood-frame structure clad in stucco with a flat roof covered in rolled asphalt. The garage was constructed at an unknown date, as no permit is on file with Department of Building and Safety; however it appears on the 1950 Sanborn map (Figure X). Garage is not part of original configuration of buildings, and is not historic. It appears to be in fair to good condition.

#### ***Proposed Treatment***

Non-historic garage is proposed to be demolished and replaced with a concrete parking pad. Demolition of garage will allow for better access to cottage for rehabilitation.

##### **Cottage**

The cottage is a one-story, wood-frame building with unpainted horizontal wood siding and a gable roof covered in asphalt shingles. It sits on an unreinforced brick foundation and has a brick chimney at the west end of the gable. Fenestration consists of six-over-six, double-hung, wood-sash windows. The wood front door is sheltered by a vine covered pergola. Additional vines partially cover the cottage and mature plantings are located at the foundation. Sanborn maps show that the cottage was added to the property sometime between 1886 and 1893 (Figure X).

The Unreinforced brick foundation is suffering from degrading mortar that will continue to deteriorate and may pose a life-safety concern in an earthquake. Roof appears to be in good condition. Mechanical, plumbing and electrical appears to be in poor to fair condition.

#### ***Proposed Treatment***

The foundation will be reinforced with concrete. Plumbing and electrical will be upgraded to code and roof will be repaired or replaced as necessary.

#### VI. CONCLUSION

With its tiers of bay windows and mansard third floor, the Burr House property is an outstanding and unusual example of an early Italianate home with Second Empire architectural elements and an intact garden setting. Owned by the Burr family for over 91 years, the property survived the 1906 Earthquake and Fire with minimal damage and few alterations over these years. When it was designated as a landmark, the house property was identified as being an excellent example of the Italianate style. Moreover, the surrounding garden was also called out in the nomination for providing a unique setting for the building that set it off from its neighbors.

The property is in need of extensive site, structural, exterior and interior work to save it from deterioration and preserve the property in its entirety. Granting an exemption for limitation on eligibility for the Mills Act Contract will assist in the building's preservation; otherwise it could be in danger of delayed maintenance or inappropriate alterations. The property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, restoration and on-going maintenance of the property. This HSR provides a clear description of the building's architecture, alterations, significance, and present condition, and proposes a scope of work to rehabilitate, restore and maintain the building in a manner that conforms with the *Secretary's Standards*. Finally, granting the exemption will not cause the cumulative loss of property tax revenue to the City to exceed \$1,000,000 annually.

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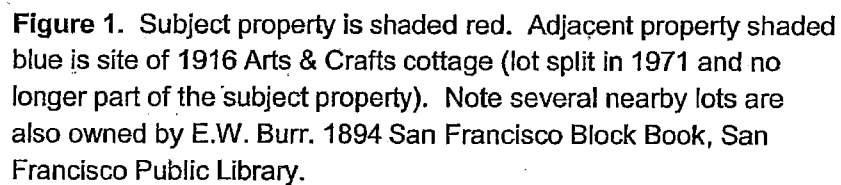
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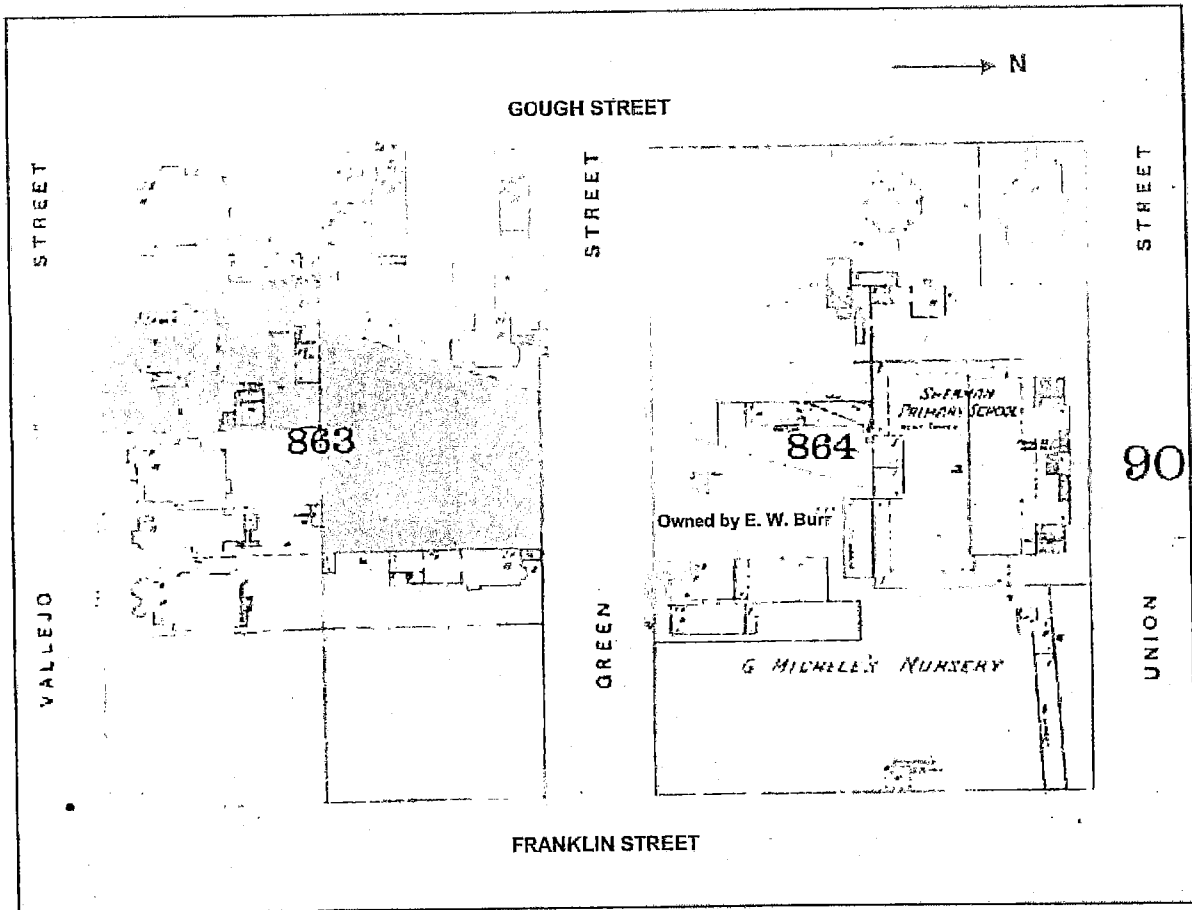
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## VIII. APPENDICES

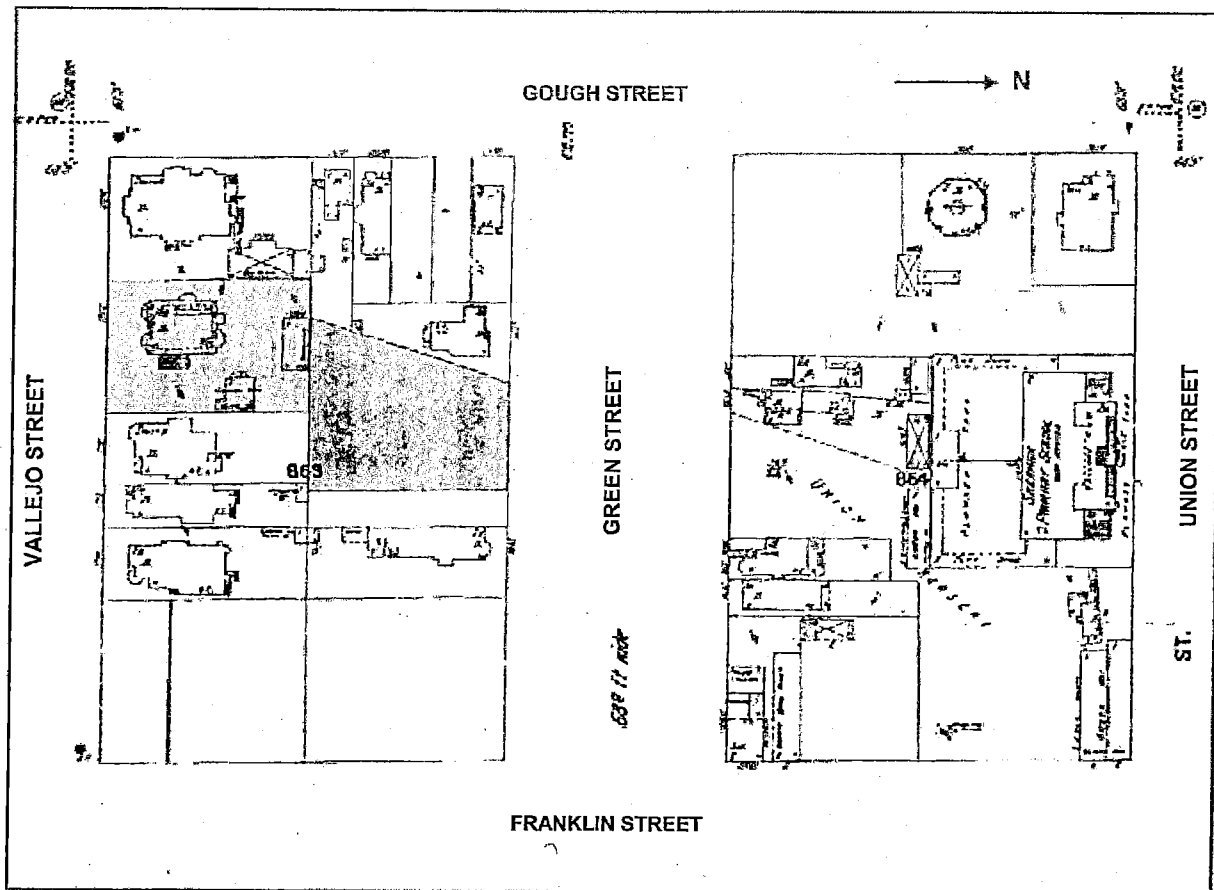


## **APPENDIX 1: HISTORIC MAPS AND PHOTOGRAPHS**

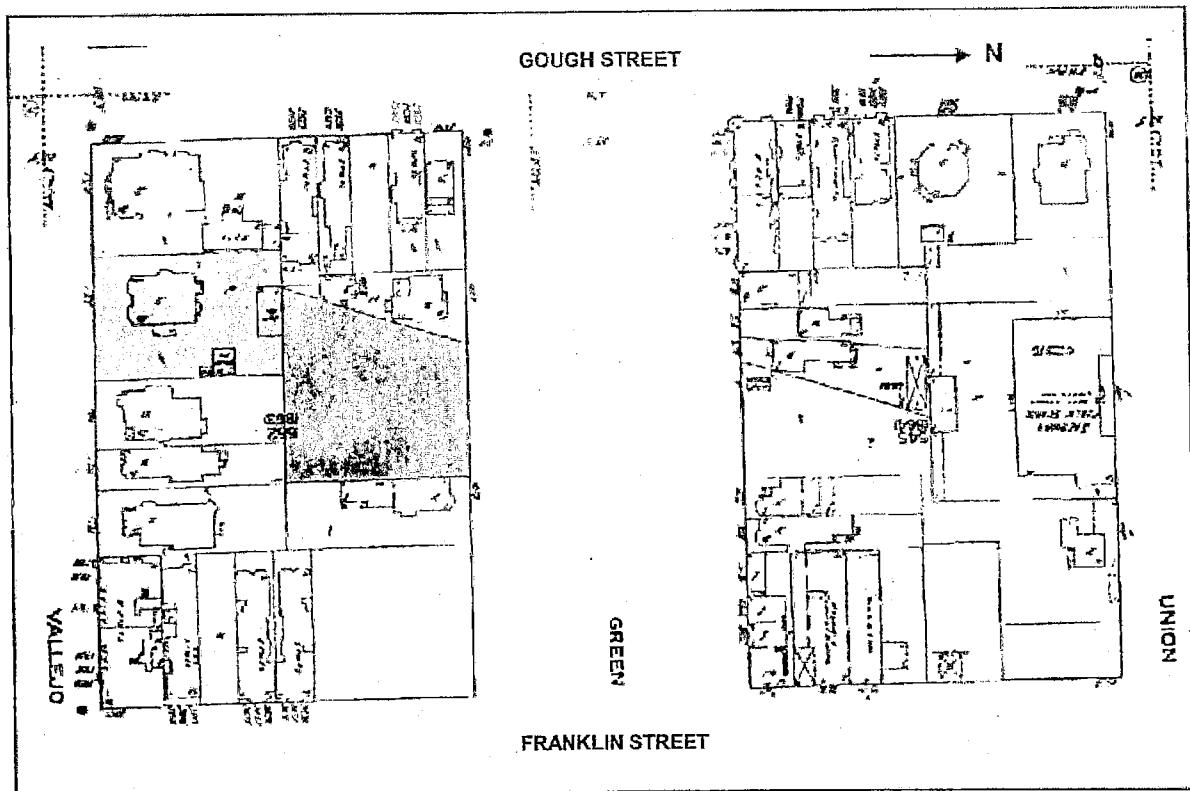




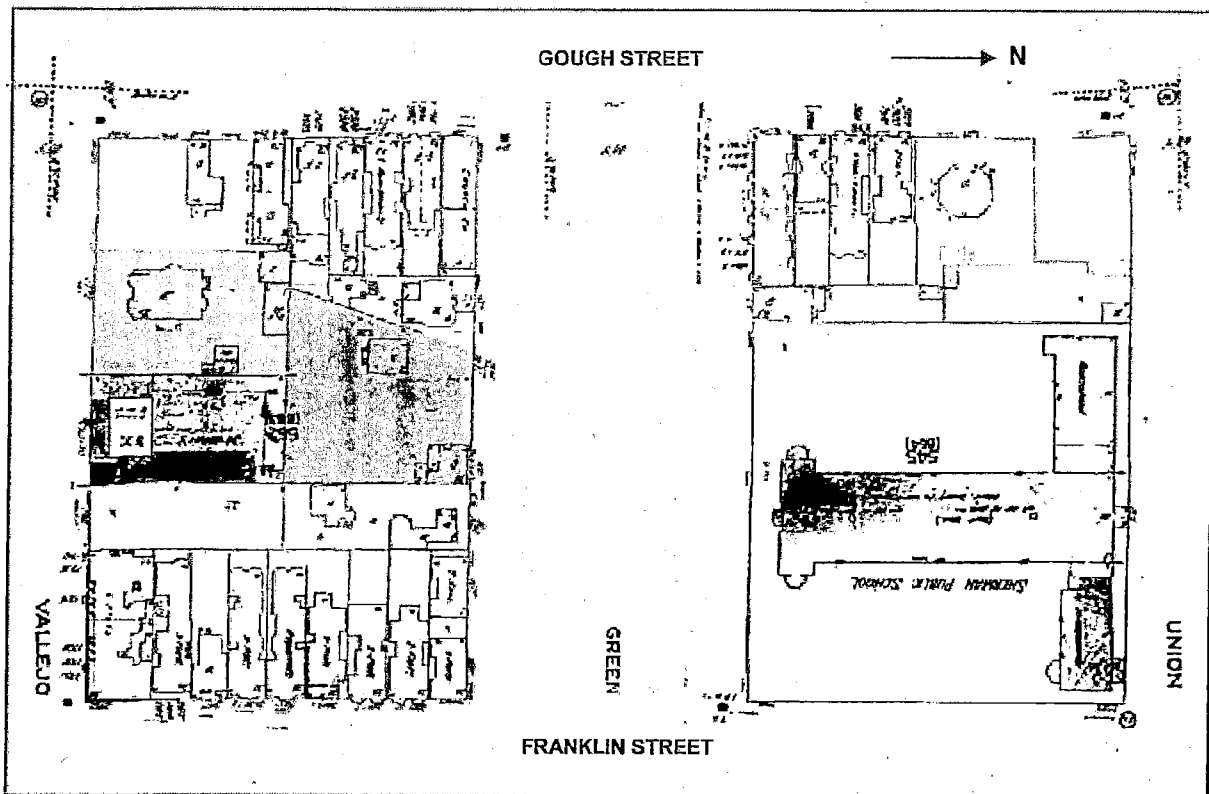
**Figure 2.** Subject property is shaded red; note cottage at north end and greenhouse at east end. Adjacent property shaded blue is future site of 1916 Arts & Crafts cottage and two-story dwelling (lot split in 1971 and no longer part of the subject property). Triangular shaped lot with water tower was also owned E. W. Burr. Sanborn Fire Insurance Map, 1886-1893, vol. 4, 1893, sheet 90 b.



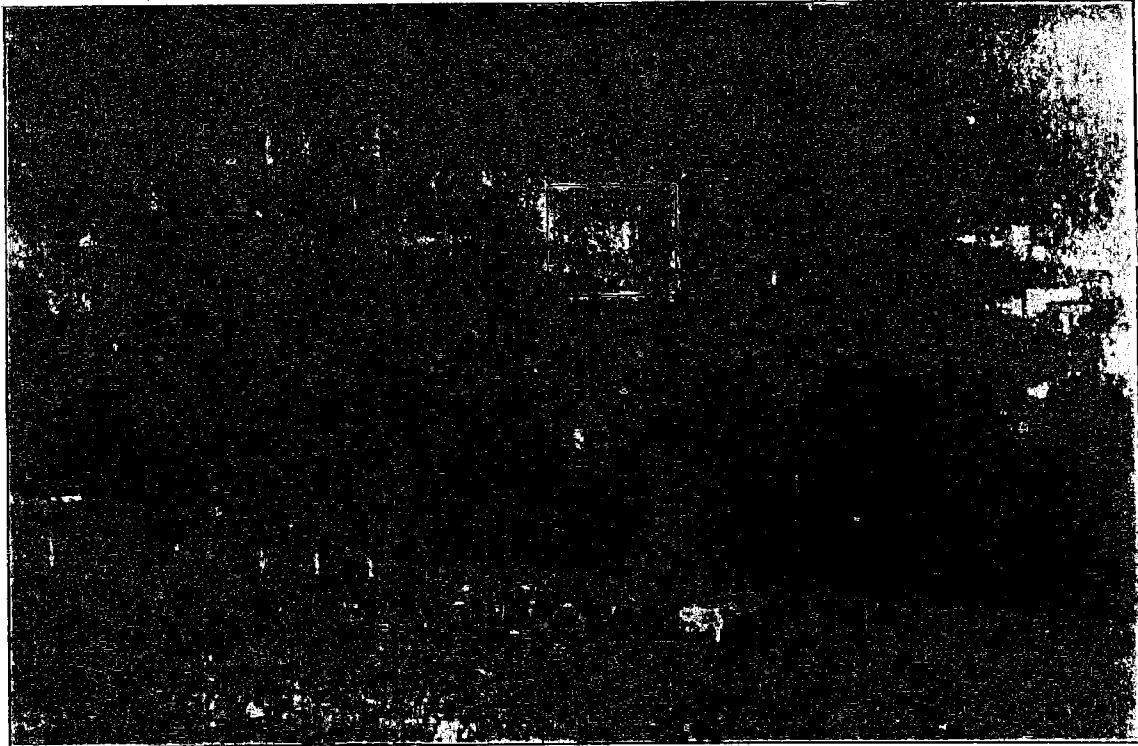
**Figure 3.** Subject property is shaded red; note cottage at north end and greenhouse at east end. Adjacent property shaded blue is future site of 1916 Arts & Crafts cottage and two-story dwelling (lot split in 1971 and no longer part of the subject property). Triangular shaped lot with water tower is also owned E. W. Burr. Sanborn Fire Insurance Map, 1889-1900, vol. 3, 1899, sheet 263.



**Figure 4.** Subject property is shaded red; note cottage at north end and greenhouse at east end. Adjacent property shaded blue is future site of 1916 Arts & Crafts cottage and two-story dwelling (lot split in 1971 and no longer part of the subject property). Triangular shaped lot with water tower is also owned E. W. Burr. Sanborn Fire Insurance Map, 1913-1915, vol. 3, 1913, sheet 228.



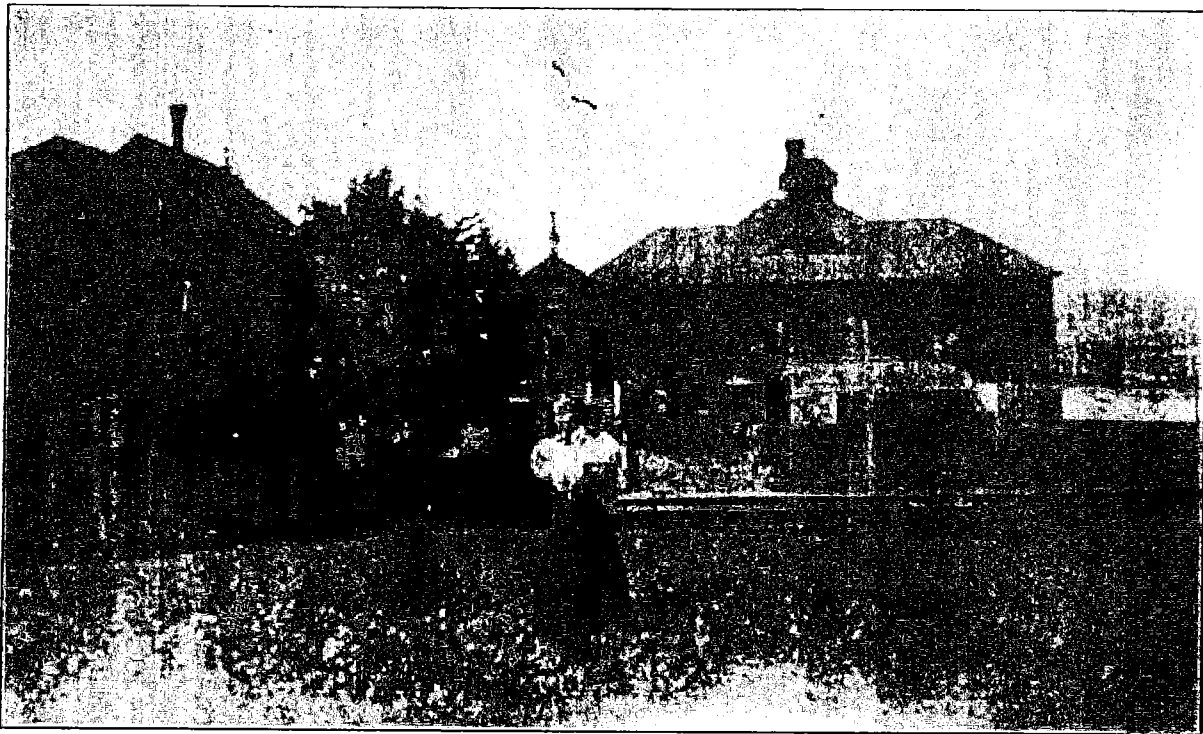
**Figure 5.** Subject property is shaded red; note one-story garage at northwest corner. Also note 1916 Arts & Crafts cottage at center and two-story dwelling at northeast corner of adjacent lot shaded blue (lot split in 1971 and no longer part of the subject property). Sanborn Fire Insurance Map, 1950, vol. 3, 1913-Oct. 1950, sheet 228.



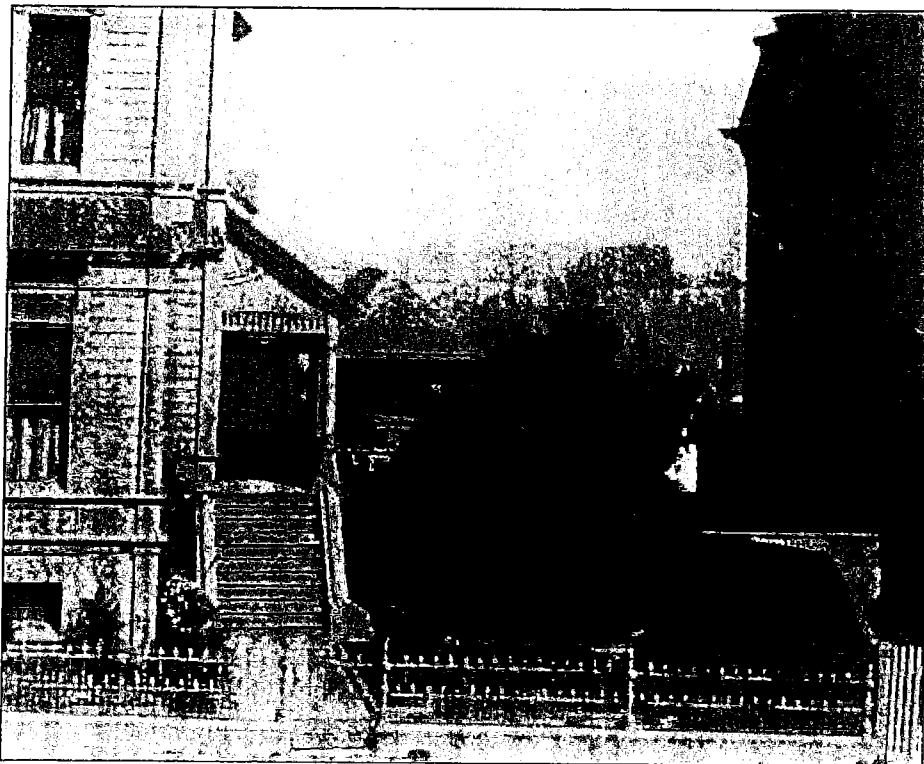
**Figure 8.** Cow Hollow, n.d. Burr House is outlined at center. It was one of the first distinctive houses constructed in the undeveloped Cow Hollow neighborhood. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 9.** Cow Hollow, view north, n.d. View may be from third floor of Burr House. Note undeveloped Burr property in foreground and in front of Sherman School. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 10.** Burr property, view north, n.d.. Sherman School is in background. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 11.** Burr house at right, view north, n.d.. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.

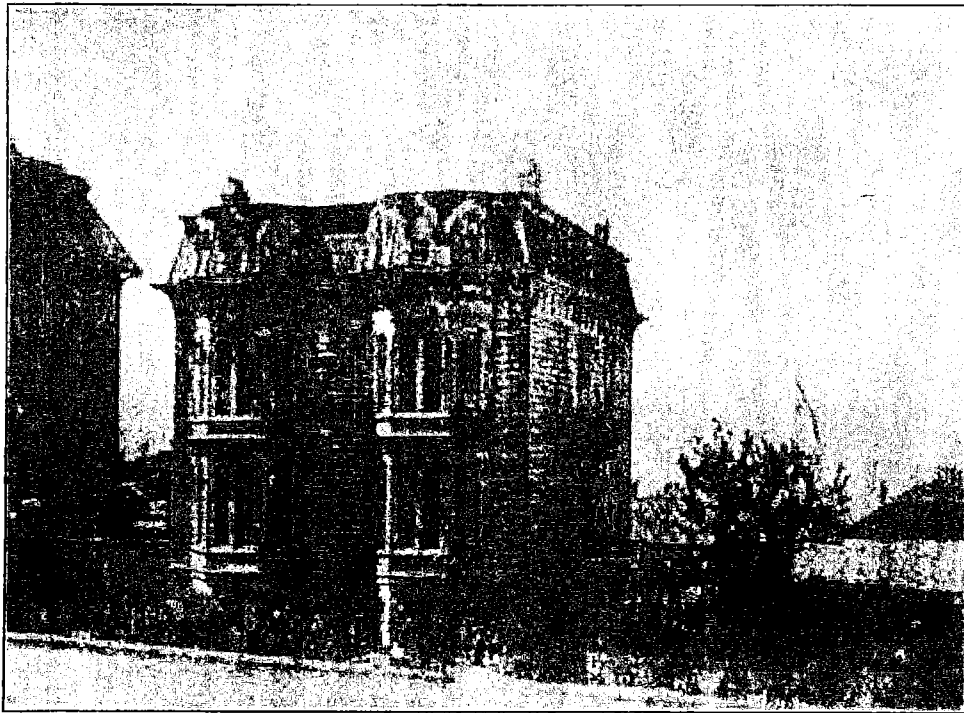




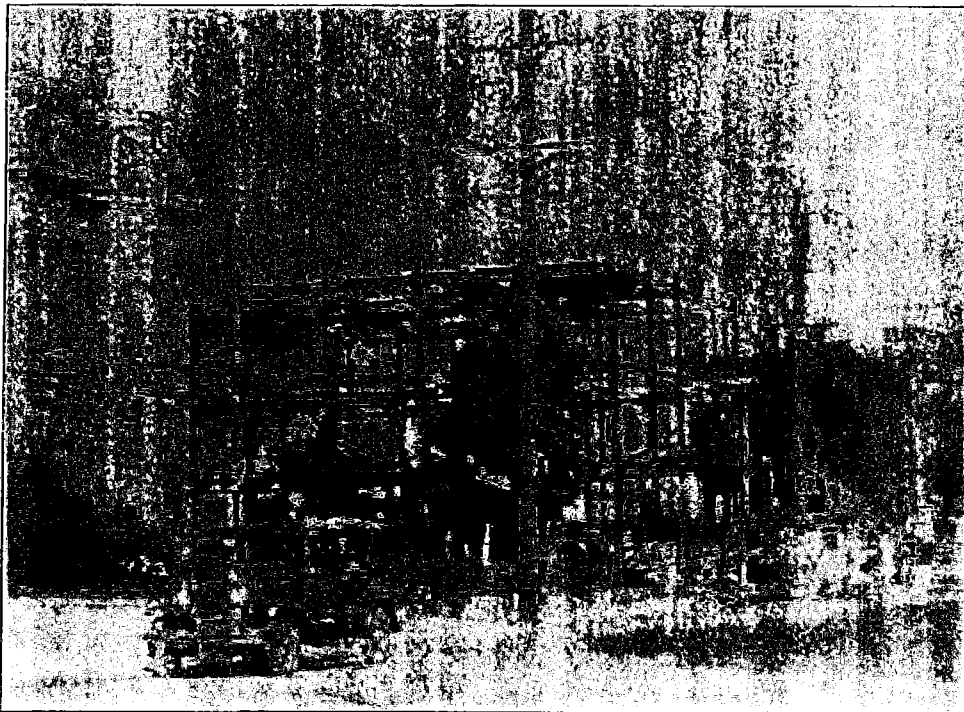
Figure 12. Burr House and garden at right, n.d. Note the one-story cottage in background. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



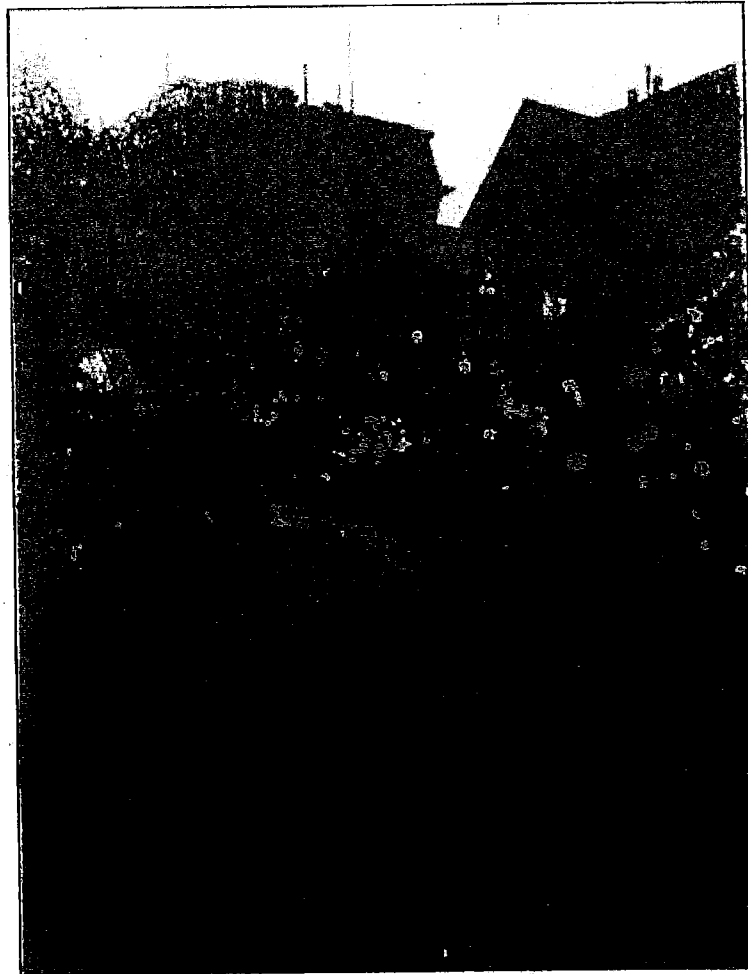
Figure 13. Burr House, November 16, 1890.  
Source: Burr-Allyne family papers and photographs,  
1839-2012 (bulk 1900-1930), California Historical  
Society.



**Figure 14.** Burr House and garden, n.d. Note that additional windows have been added to bays on mansard roof. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



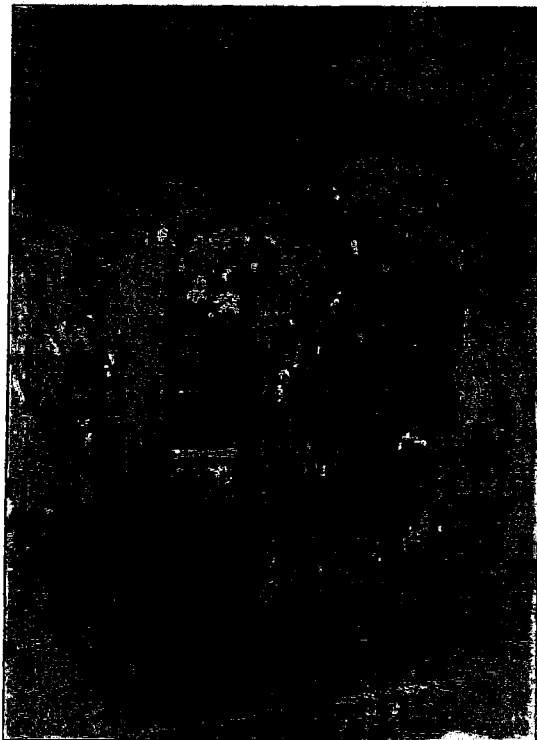
**Figure 15.** Burr House and garden at left, c. 1931. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 16.** Rear of Burr House and garden, n.d. Note naturalized garden, greenhouse at left and cottage at right. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 17.** Cottage at rear of Burr House, n.d. Note arbor and landscaping. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 18.** Cottage at rear of Burr House, n.d. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 24.** Alice Burr in front of the 1916 Arts & Crafts cottage, n.d. Note naturalized garden and path. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.

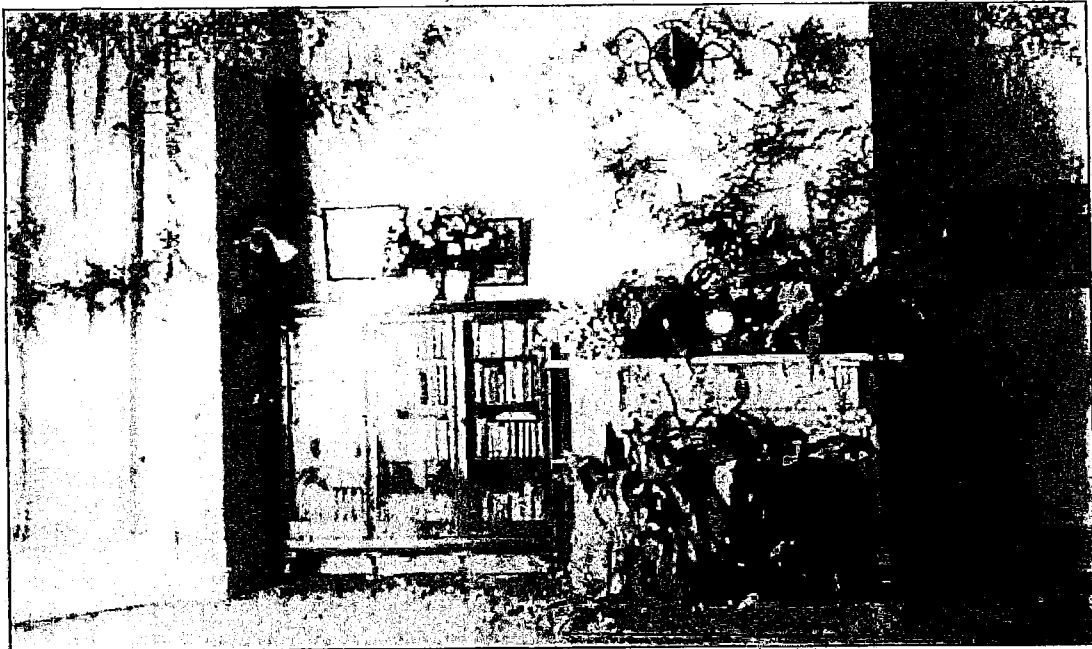
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**Figure 25.** Arts & Crafts cottage, c. 1968. Note Burr House in background at right and naturalized garden. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 256.** Arts & Crafts cottage, c. 1968. Note that the building has two stories and naturalized garden surroundings. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 27.** Burr House living room, c. 1890. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 28.** Burr House parlor, c. 1890. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.

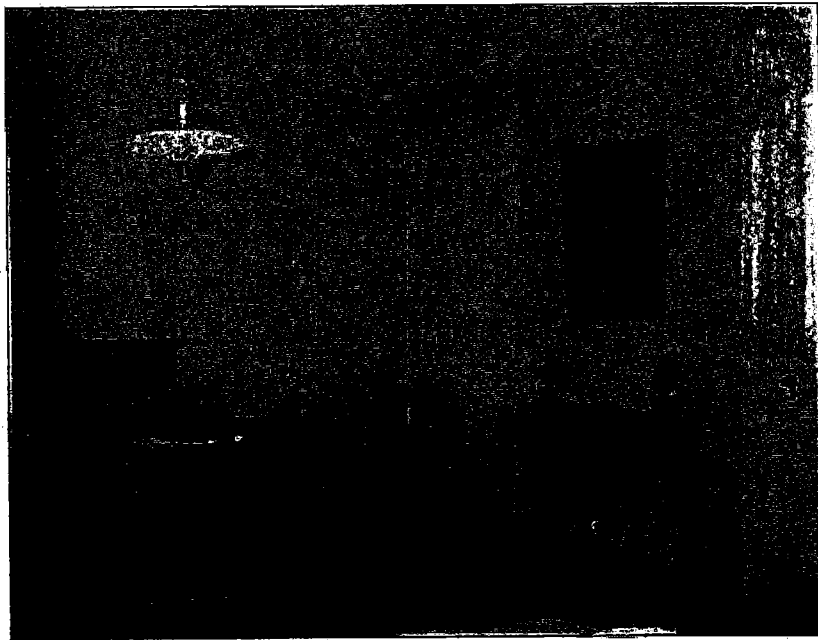


**Figure 29.** Burr House living room, c. 1968. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.

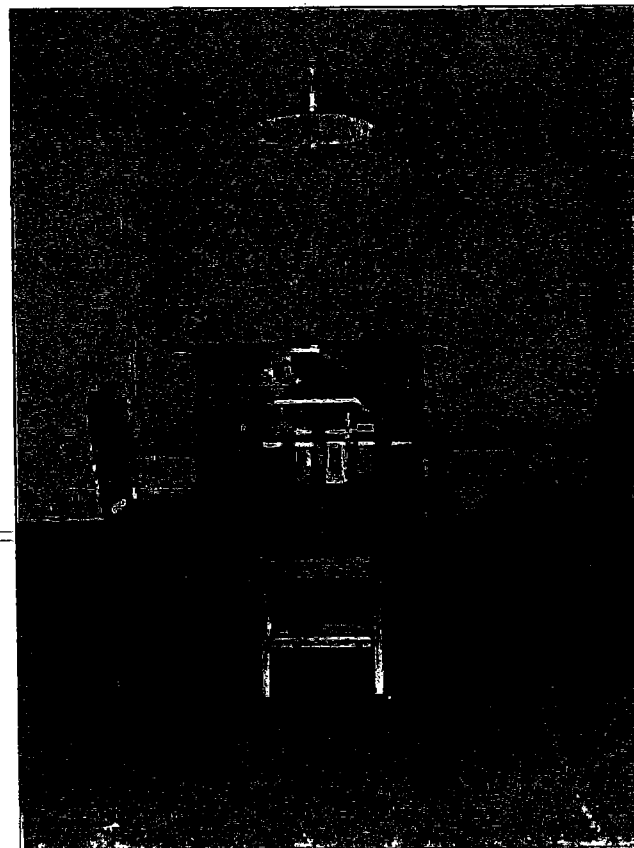


**Figure 30.** Burr House living room and parlor in background, c. 1968. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.





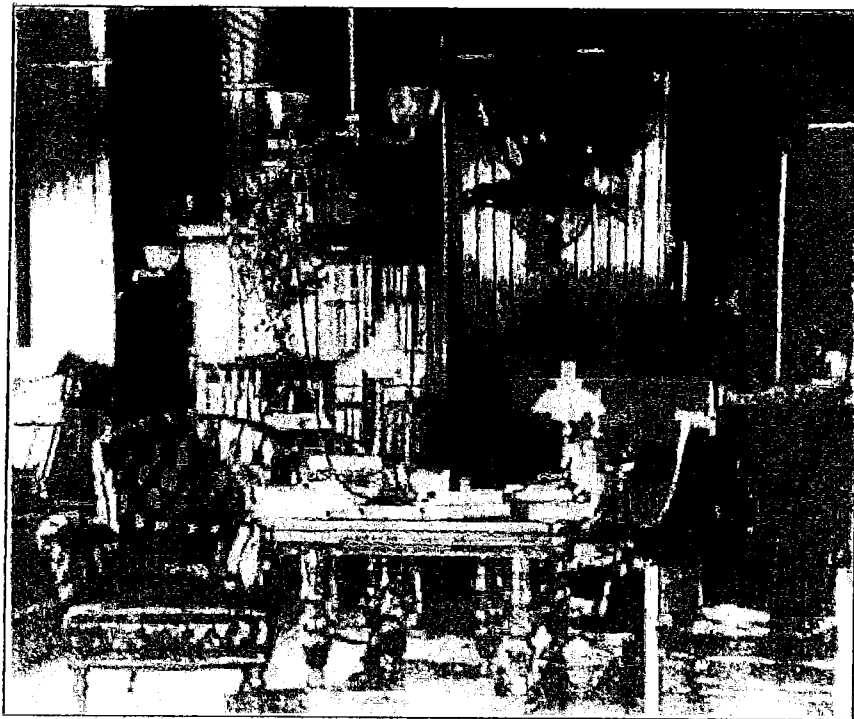
**Figure 31.** Dining room, c. 1968. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



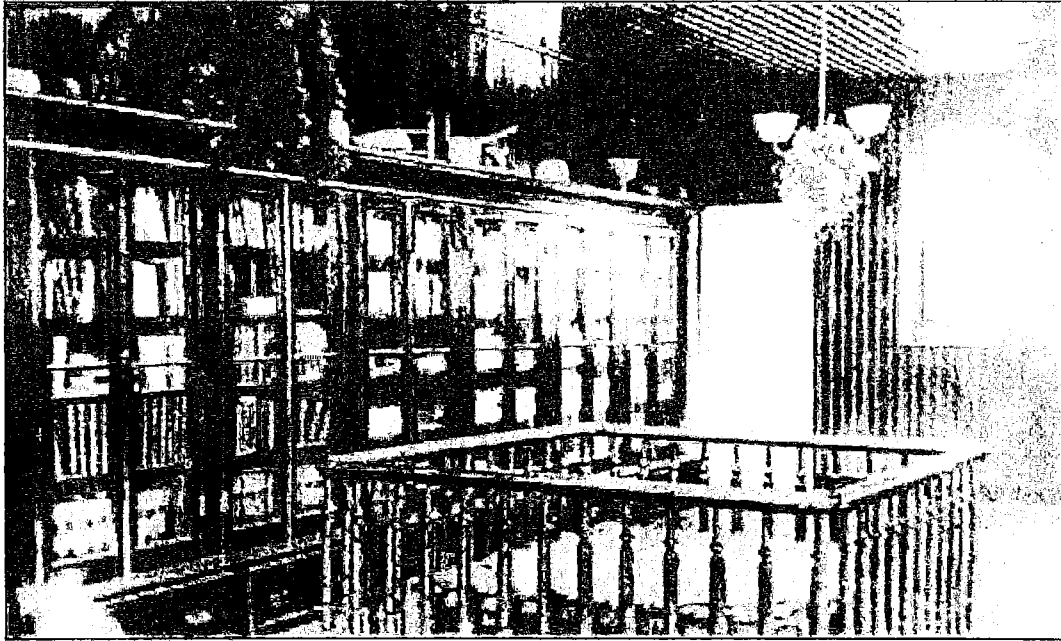
**Figure 32.** Dining room, c. 1968. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



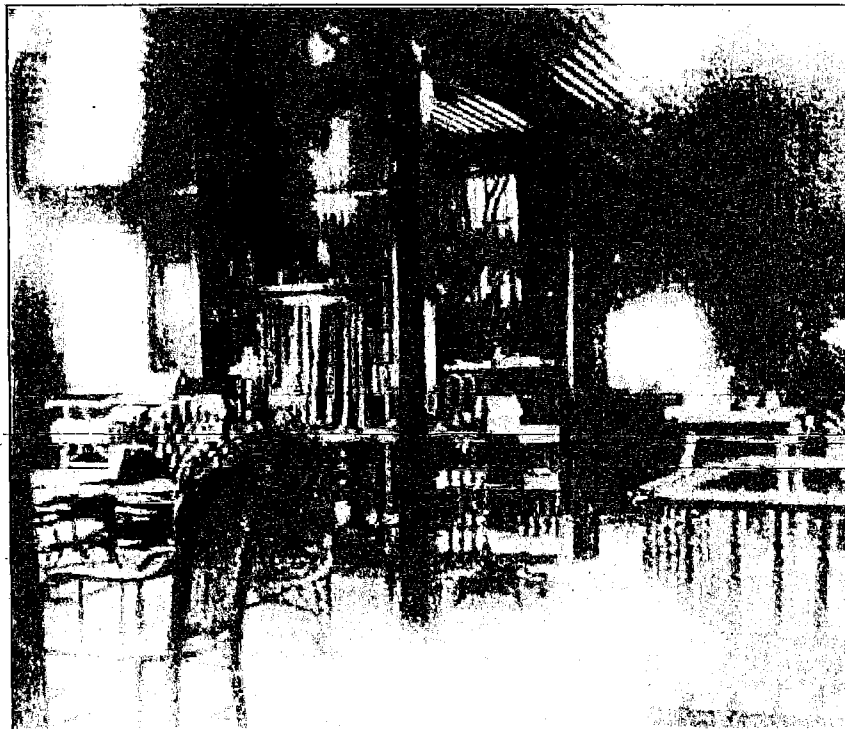
**Figure 33.** Third floor, n.d. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 34.** Third floor, n.d. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 35.** Third floor, n.d. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 36.** Third floor, n.d. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.

## **APPENDIX 2: CURRENT PHOTOGRAPHS**

CURRENT PHOTOGRAPHS



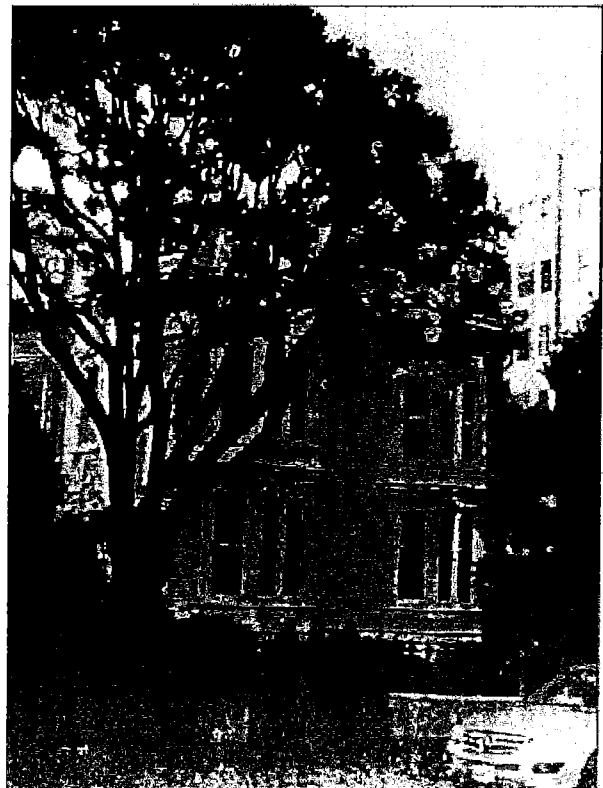
Photo 1. Burr House, 1772 Vallejo Street, 94123. Site, view north. Before tree-trimming. Note mature trees encroaching on the house and garden setting.



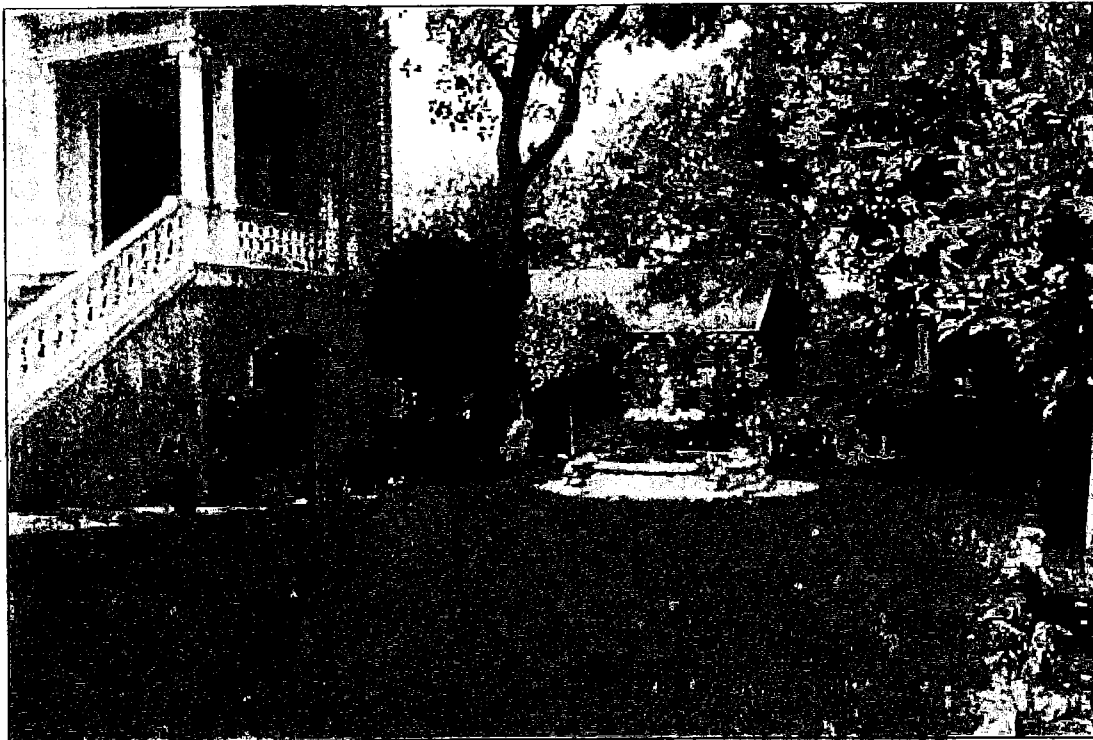
Photo 2. Burr House, 1772 Vallejo Street, 94123. Site, view northwest. After tree trimming. Note that trees are no longer encroaching on house or garden setting



**Photo 4.** Burr House, 1772 Vallejo Street, 94123. Site, view northeast. Note tree limbs overhanging driveway.



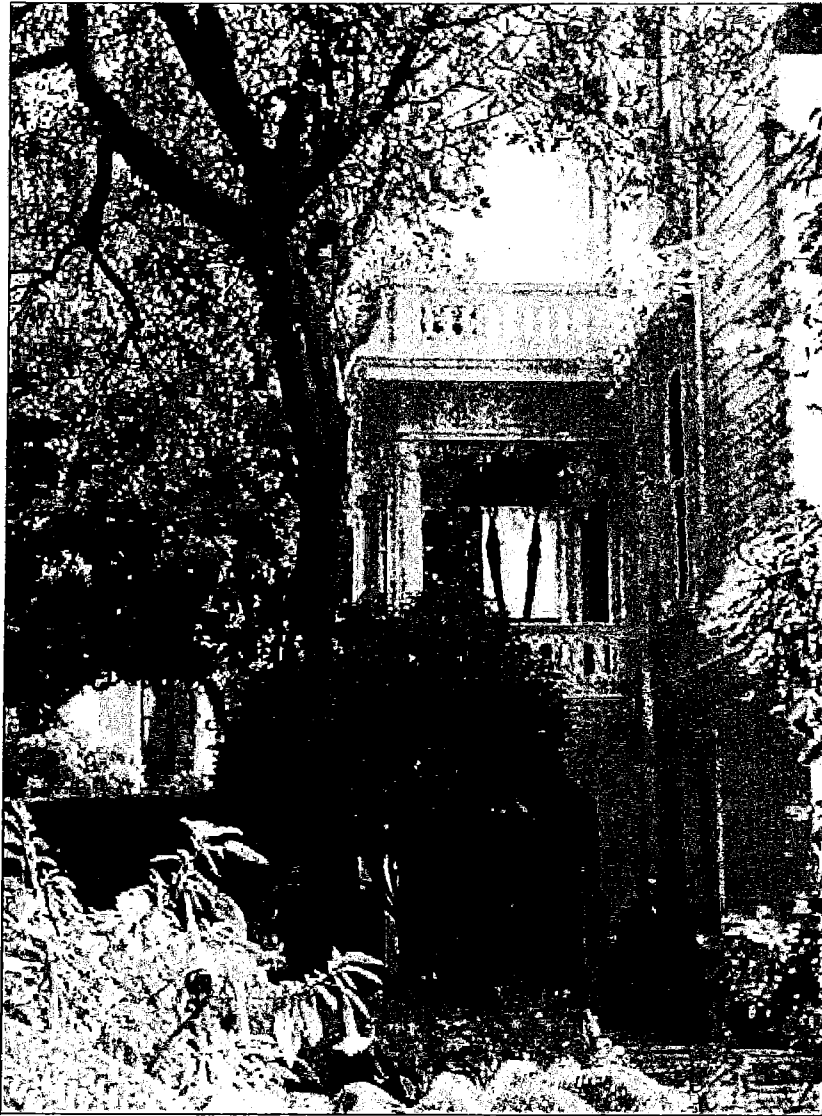
**Photo 5.** Burr House, 1772 Vallejo Street, 94123. Site, view northeast. Tree after trimming. Note expanded view of the property.



**Photo 6.** Burr House, 1772 Vallejo Street, 94123. Site, view northwest. Note tree limbs overhanging cottage



**Photo 7.** Burr House, 1772 Vallejo Street, 94123. Site, view northwest. Note mature trees planted adjacent to porch foundation and tree limbs encroaching on house

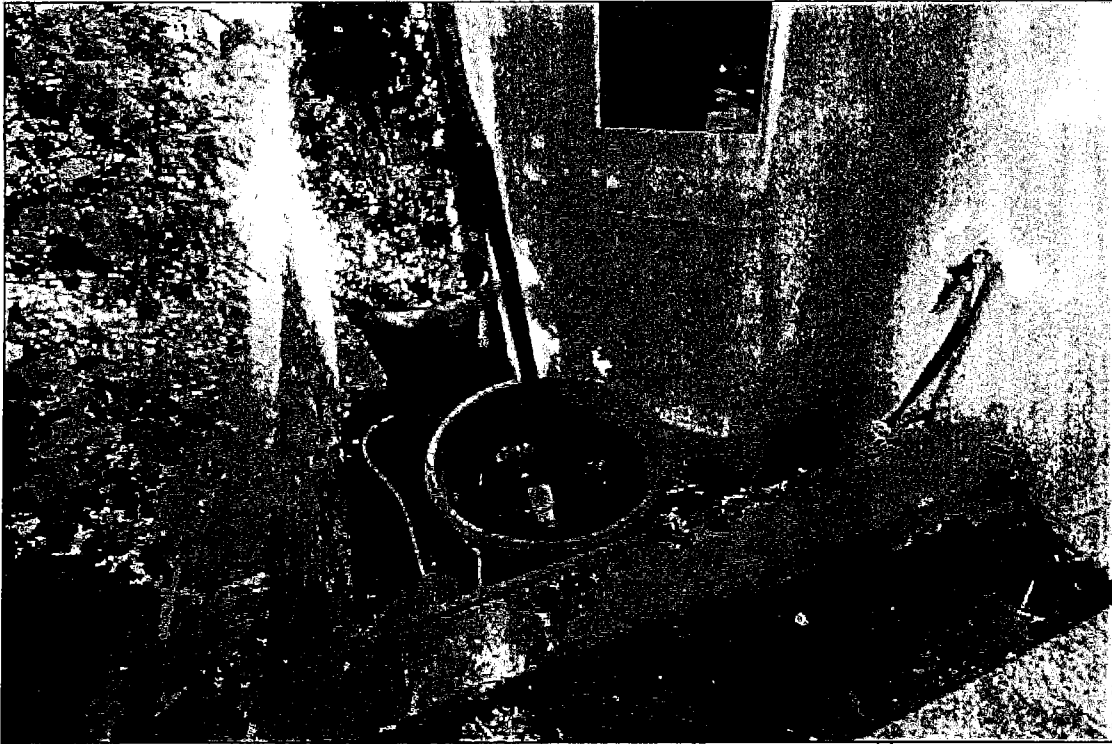


**Photo 8.** Burr House, 1772 Vallejo Street, 94123. Site, view south. Note mature trees planted adjacent to porch foundation and tree limbs encroaching on house

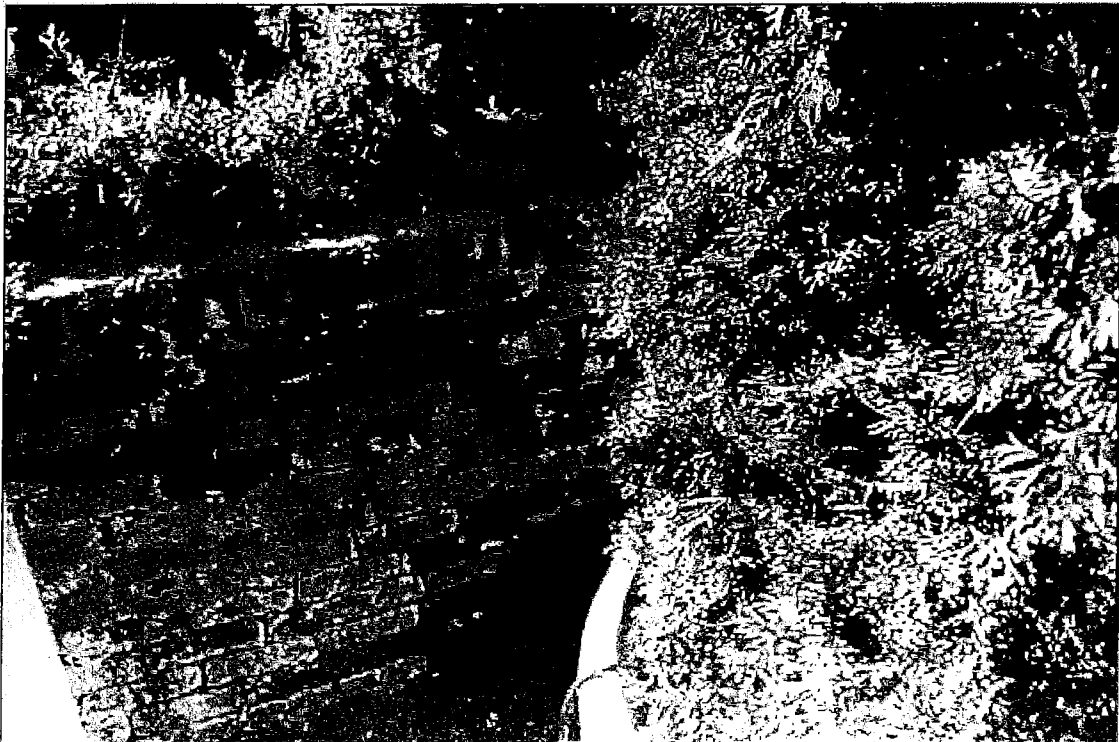




**Photo 9.** Burr House, 1772 Vallejo Street, 94123. Site, view west. Note area with box hedges, site of unreinforced masonry retaining wall.



**Photo 10.** Burr House, 1772 Vallejo Street, 94123. Detail of unreinforced masonry retaining wall adjacent to south facade. Note cracking and mortar deterioration.



**Photo 11.** Burr House, 1772 Vallejo Street, 94123. Detail of unreinforced masonry retaining wall adjacent to south facade. Note cracking and mortar deterioration.



Photo 12. Burr House, 1772 Vallejo Street, 94123. Site, view southeast.

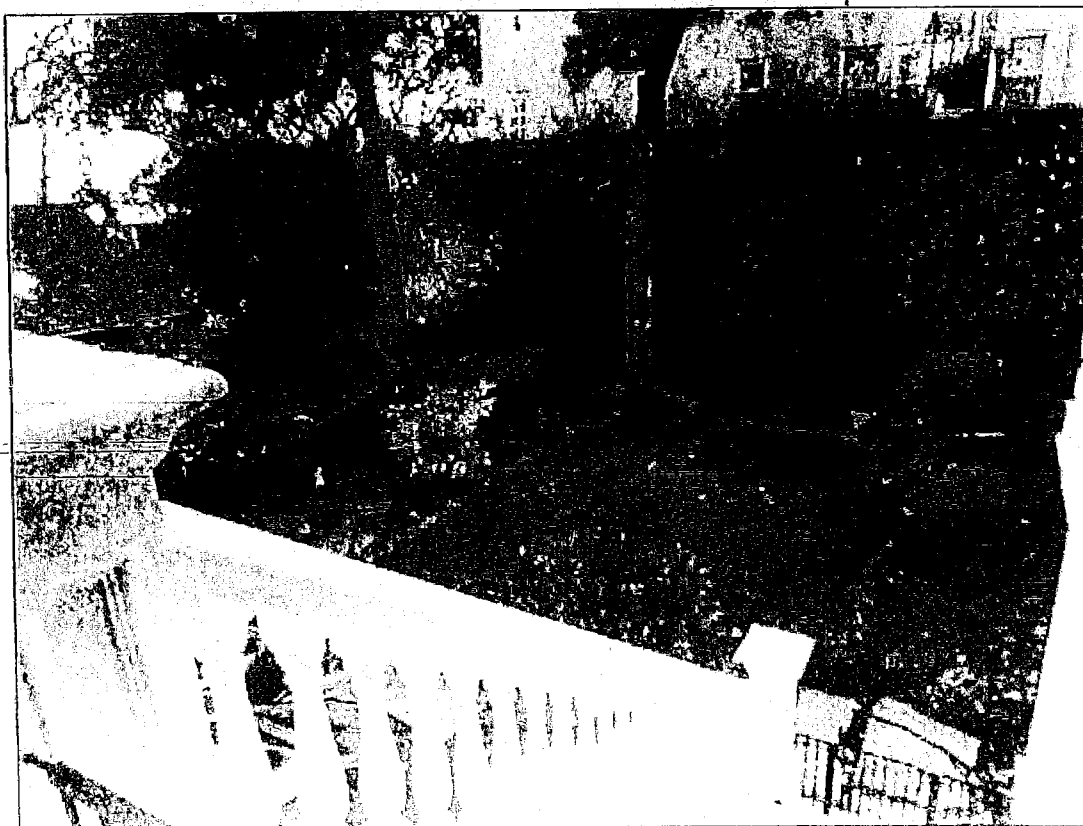
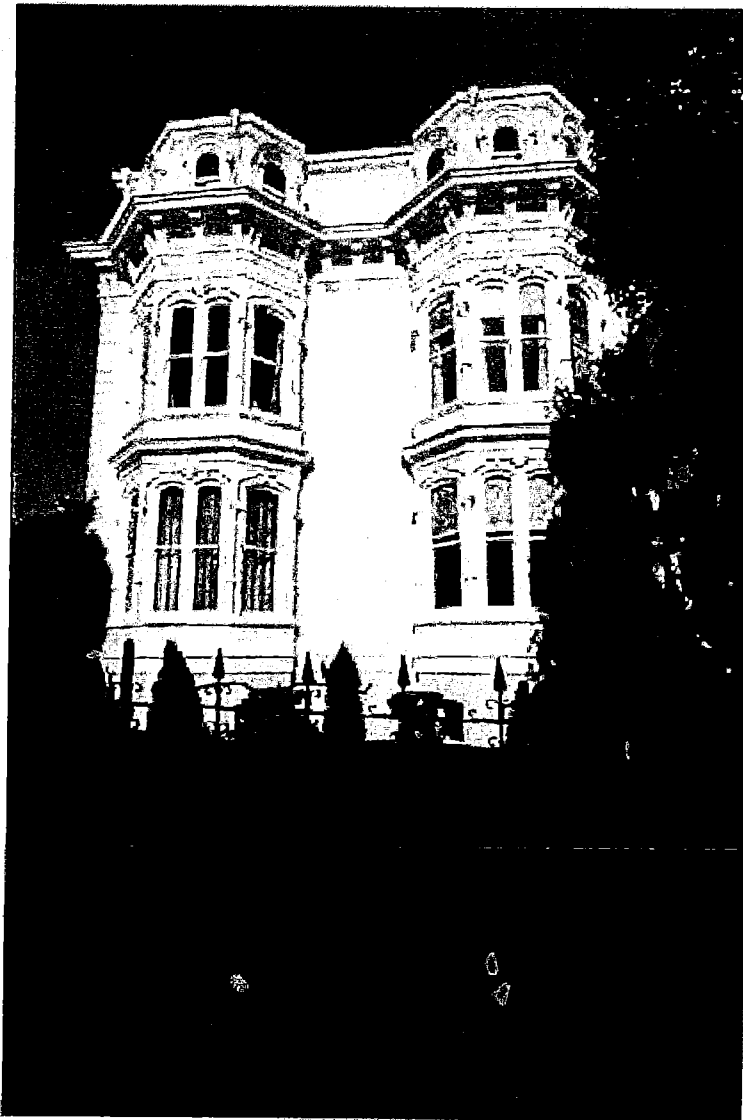


Photo 13. Burr House, 1772 Vallejo Street, 94123. Site, view northeast



**Photo 14.** Burr House, 1772 Vallejo Street, 94123. Primary (south) facade, view north. Note that windows have been added to bays at mansard roof.



Photo 15. Burr House, 1772 Vallejo Street, 94123. East elevation, view northwest. Note mature trees encroaching on porch and house.

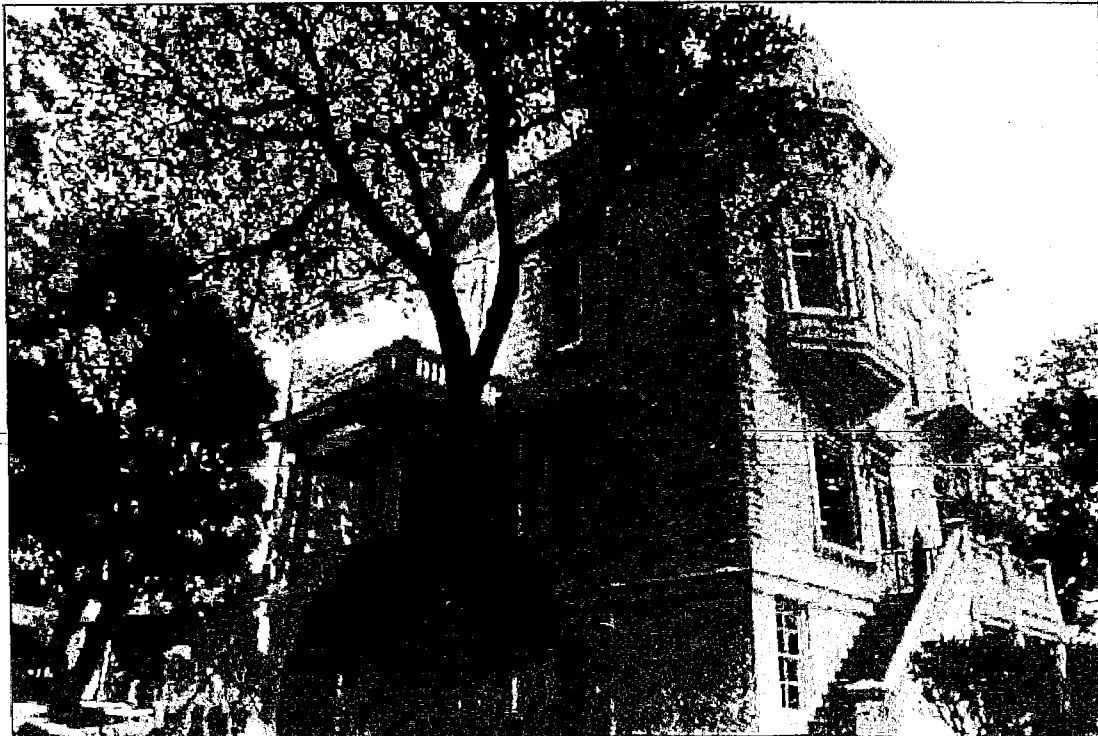
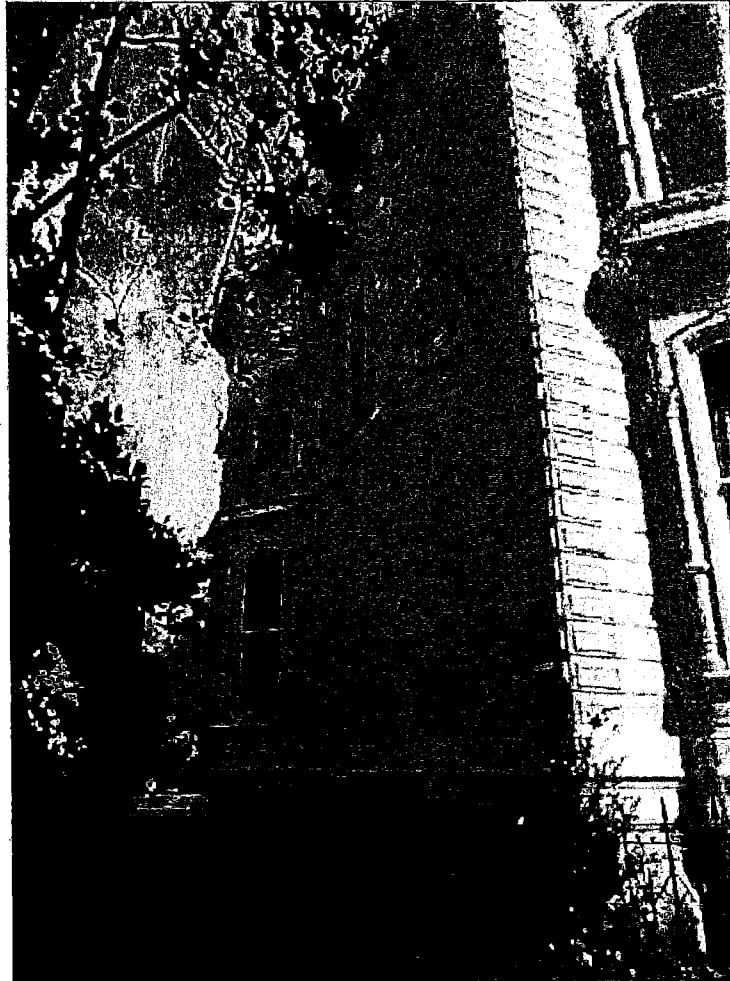


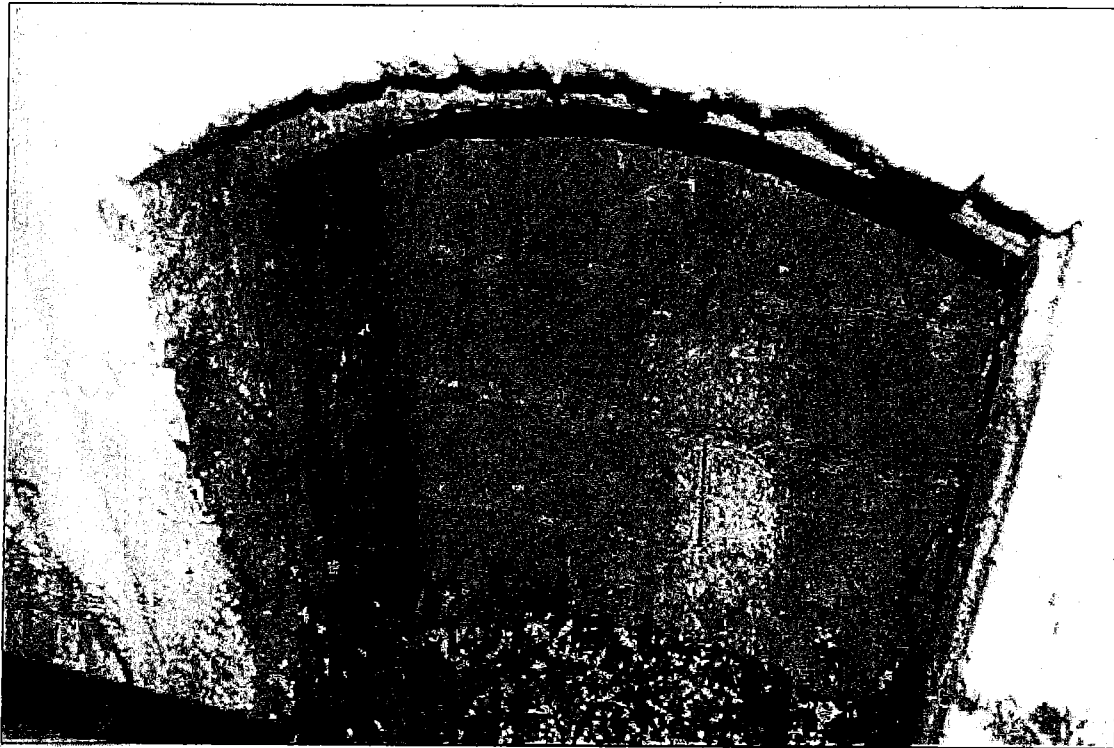
Photo 16. Burr House, 1772 Vallejo Street, 94123. East (left) and north (right) elevations, view southwest. Note mature trees encroaching on house.



**Photo 17.** Burr House, 1772 Vallejo Street, 94123. north elevation, view south.



**Photo 18.** Burr House, 1772 Vallejo Street, 94123. West elevation, view north.



**Photo 19.** Burr House, 1772 Vallejo Street, 94123. Detail of concrete CMU shear wall at west elevation basement.



**Photo 20.** Burr House, 1772 Vallejo Street, 94123. Condition of URM underneath porch shows mortar has suffered from some water damage.





**Photo 21.** Burr House, 1772 Vallejo Street, 94123. Condition of URM underneath porch shows mortar has suffered from some water damage.



**Photo 22.** Burr House, 1772 Vallejo Street, 94123. Out of plane URM brick wall west of driveway.



**Photo 23.** Burr House, 1772 Vallejo Street, 94123. Out of plane URM brick wall west of driveway.

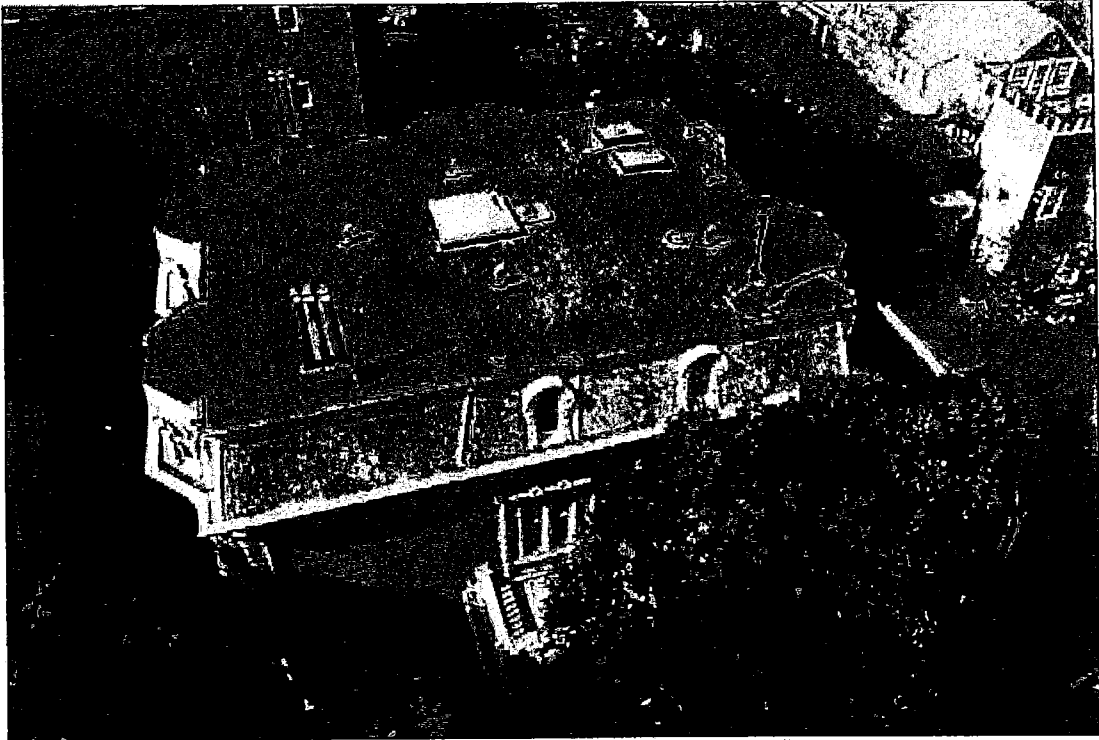
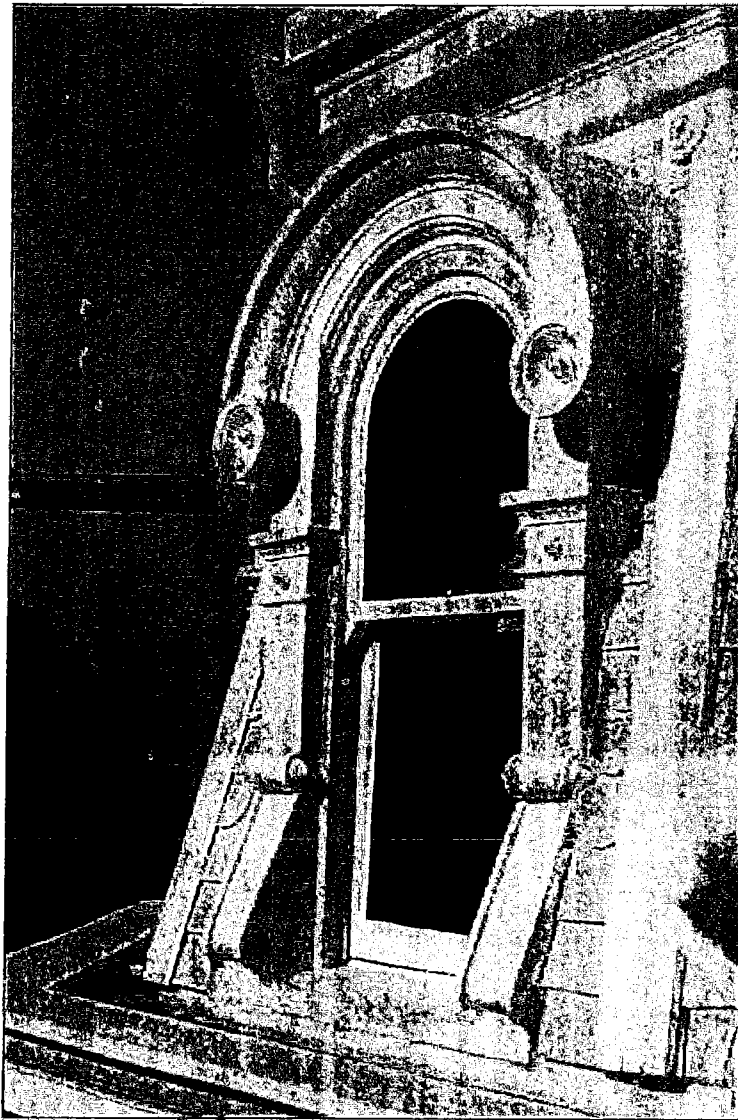


Photo 24. Burr House, 1772 Vallejo Street, 94123. Roof of house, view northwest.



**Photo 25.** Burr House, 1772 Vallejo Street, 94123.  
Window at mansard roof. Note minor water damage at sill.



**Photo 26.** Burr House, 1772 Vallejo Street, 94123. Window at mansard roof. Note water damage at sill and frame.

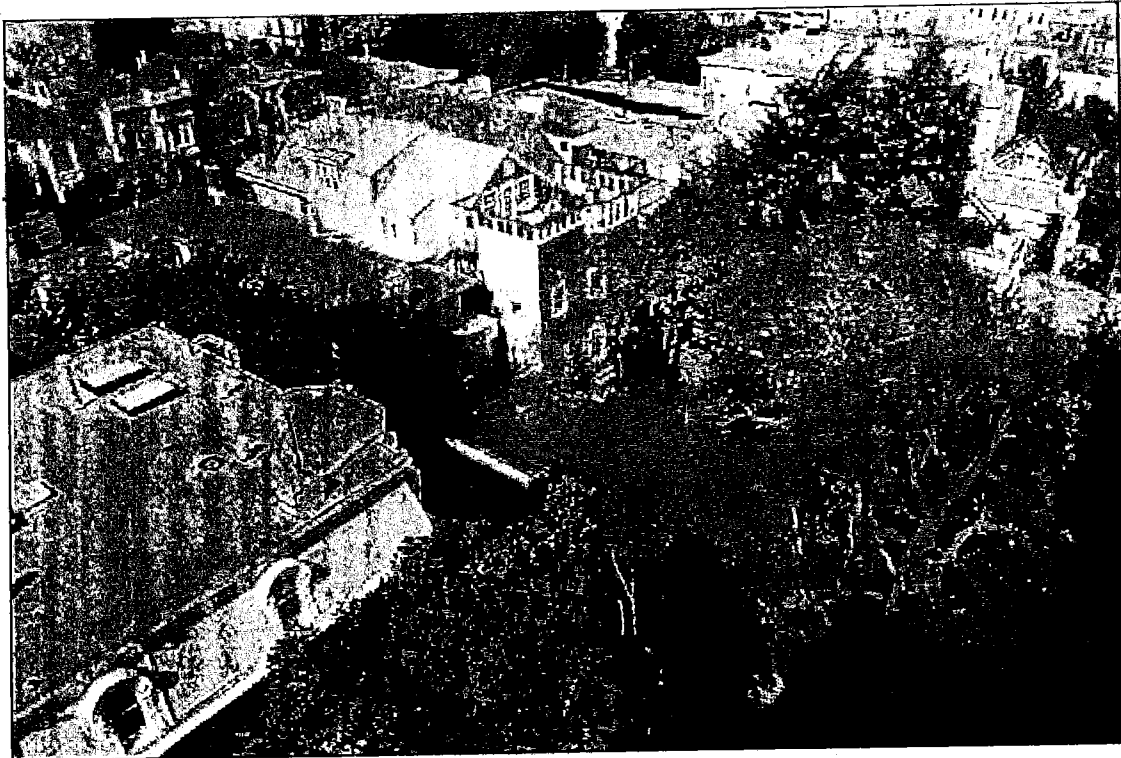
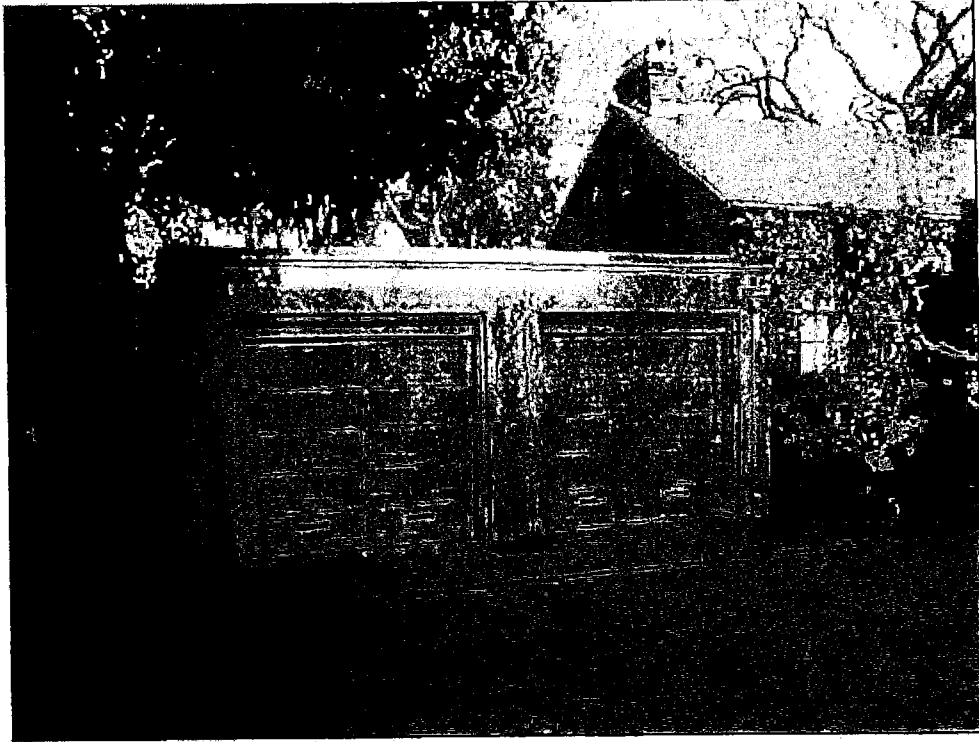


Photo 27. Burr House, 1772 Vallejo Street, 94123. Roof of garage and cottage, view northwest.



**Photo 28.** Burr House, 1772 Vallejo Street, 94123. Non-historic garage at northwest corner of property and west elevation of cottage, view north.



**Photo 29.** Burr House, 1772 Vallejo Street, 94123. South elevation of cottage, view north.

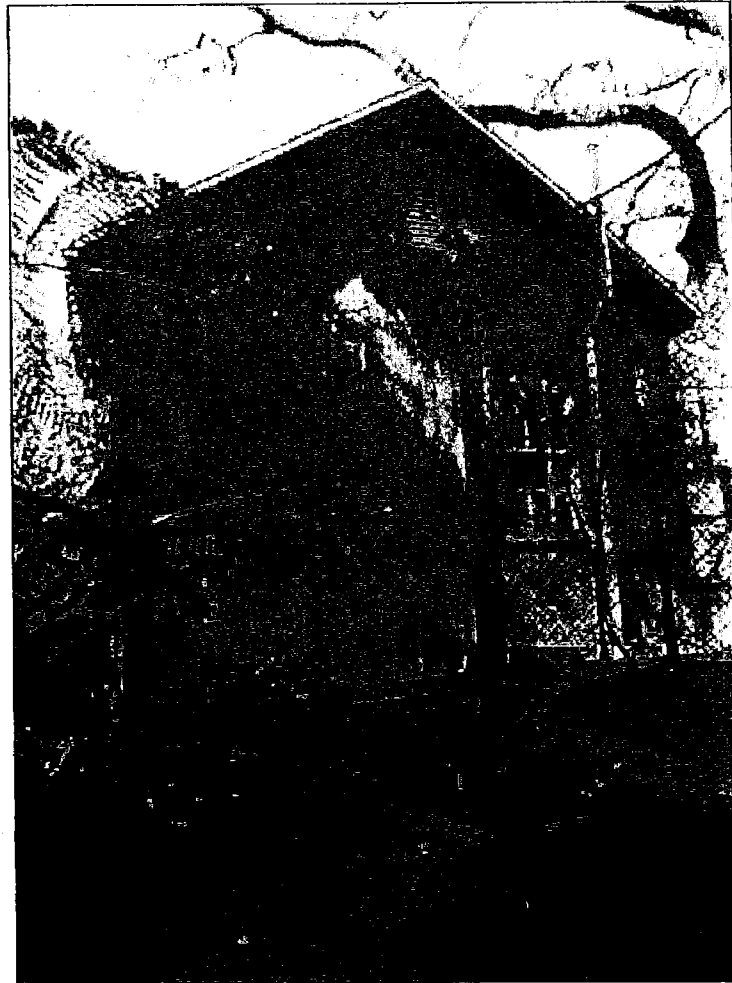


**Photo 30.** Burr House, 1772 Vallejo Street, 94123. South elevation of cottage, view north.



**Photo 31.** Burr House, 1772 Vallejo Street, 94123. Cottage, view northwest.





**Photo 32.** Burr House, 1772 Vallejo Street, 94123.  
Cottage, east elevation, view west.



**Photo 33.** Burr House, 1772 Vallejo Street, 94123.  
Cottage, detail of typical double-hung, wood-sash window.



Photo 34. Burr House, 1772 Vallejo Street, 94123. Cottage, detail of URM foundation.

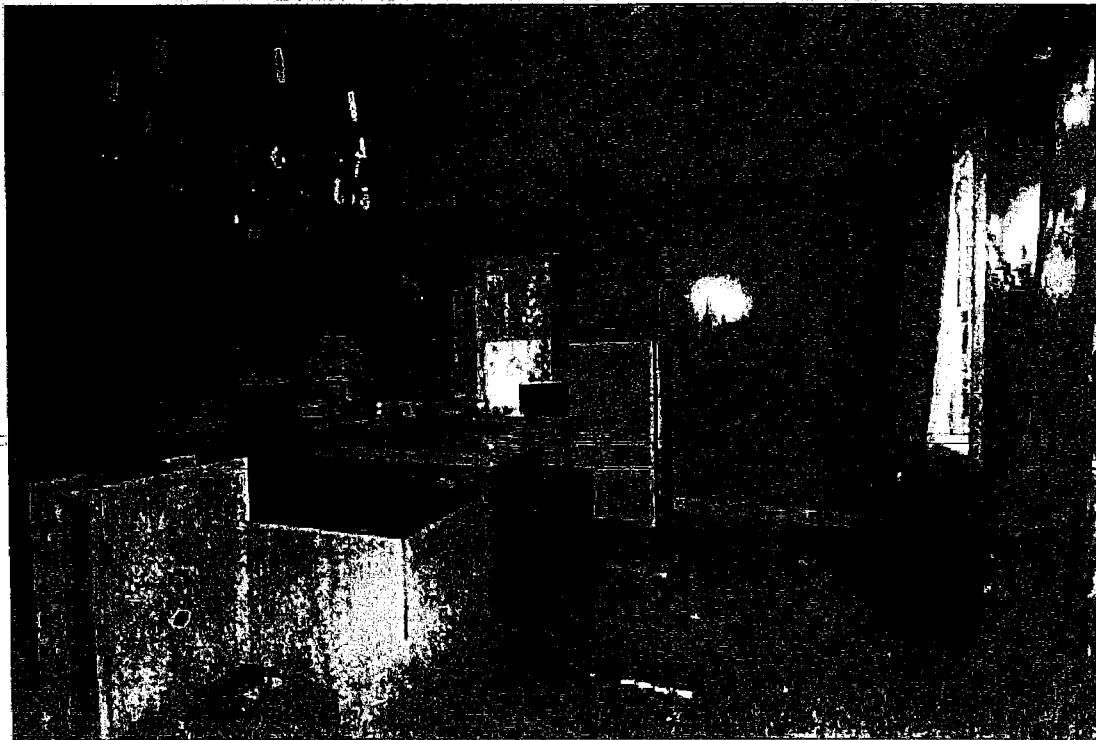
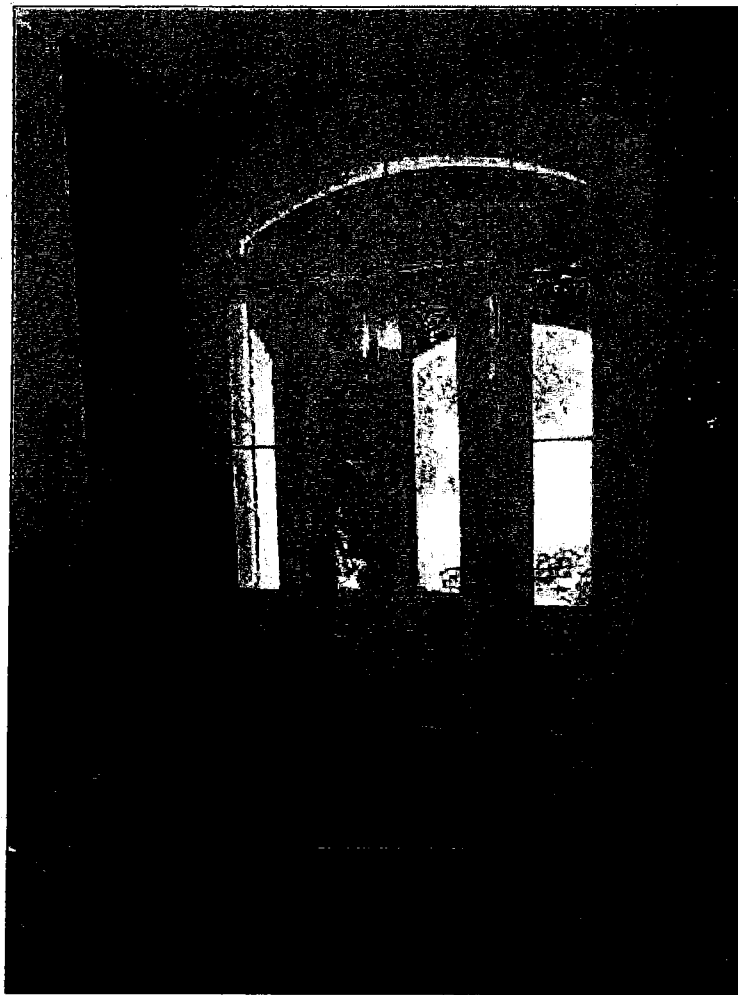


Photo 35. Burr House, 1772 Vallejo Street, 94123. Interior of cottage.



**Photo 36.** Burr House, 1772 Vallejo Street, 94123.  
Basement, view east.

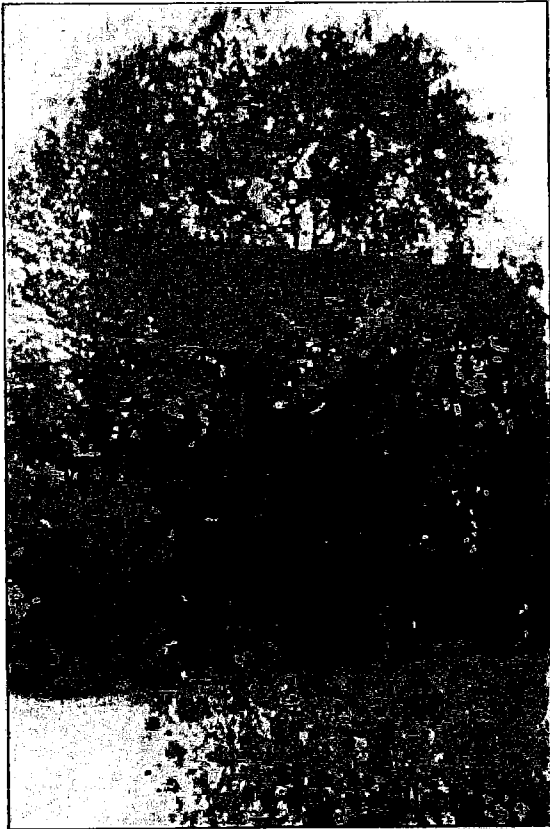


Figure 19

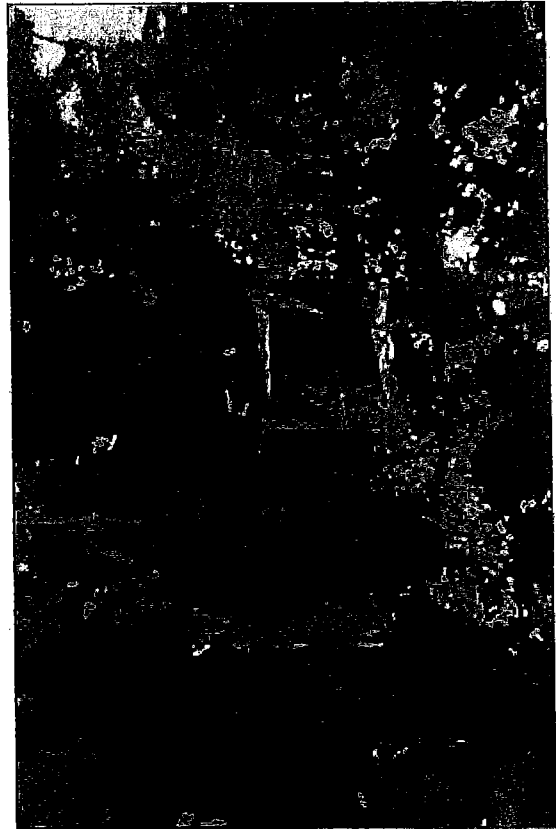
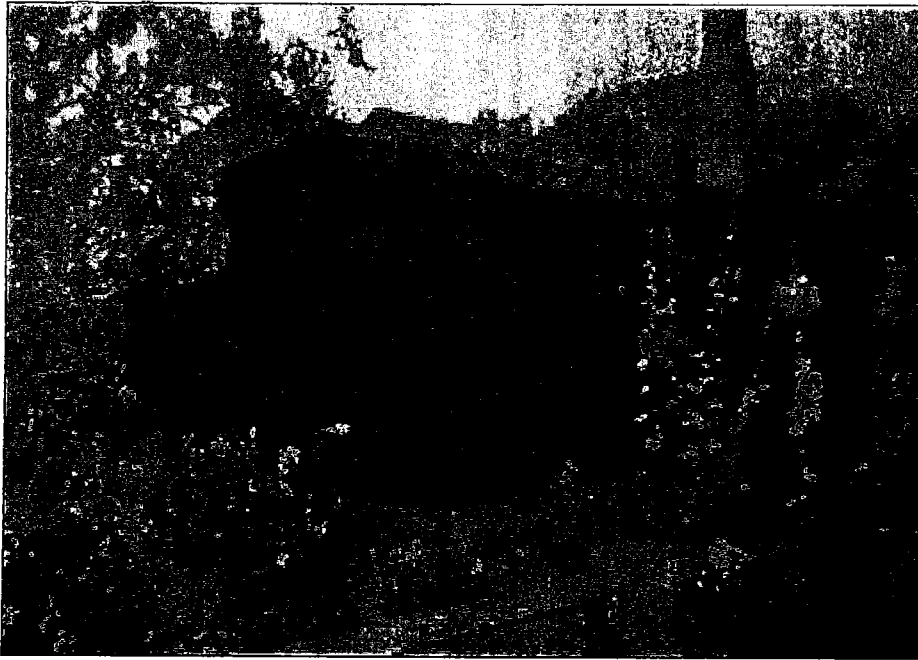


Figure 20

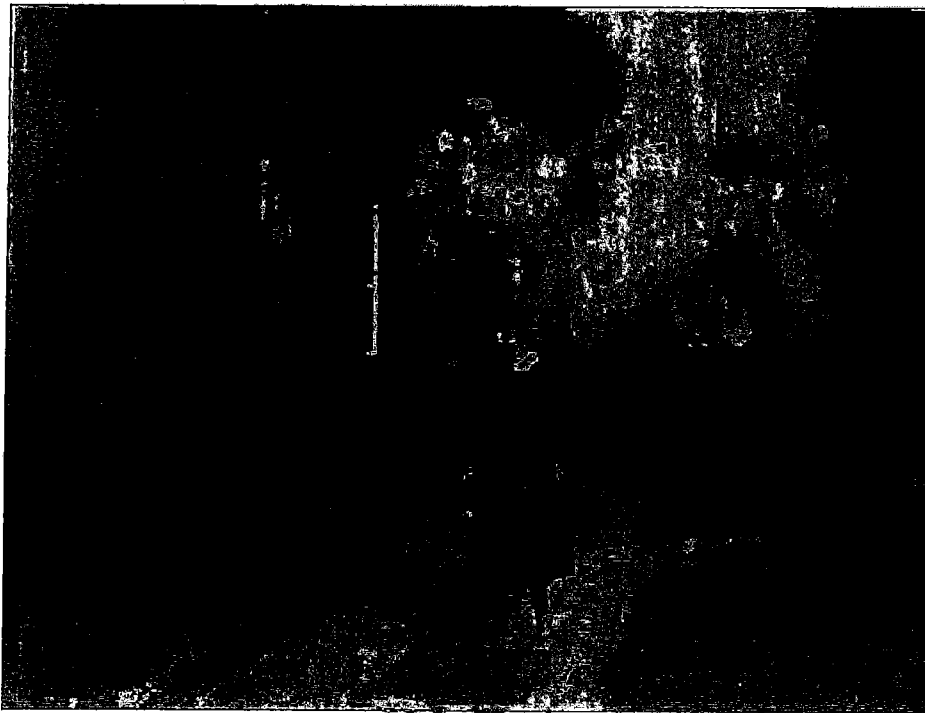


Figure 21

Figures 19, 20 and 21. Cottage at rear of Burr House, c. 1968. Note naturalized garden and path.  
Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California  
Historical Society.



**Figure 22.** 1916 Arts & Crafts cottage, n.d. Note naturalized garden and path. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.



**Figure 23.** Alice Burr in front of the 1916 Arts & Crafts cottage, n.d. Note naturalized garden and path in background. Source: Burr-Allyne family papers and photographs, 1839-2012 (bulk 1900-1930), California Historical Society.

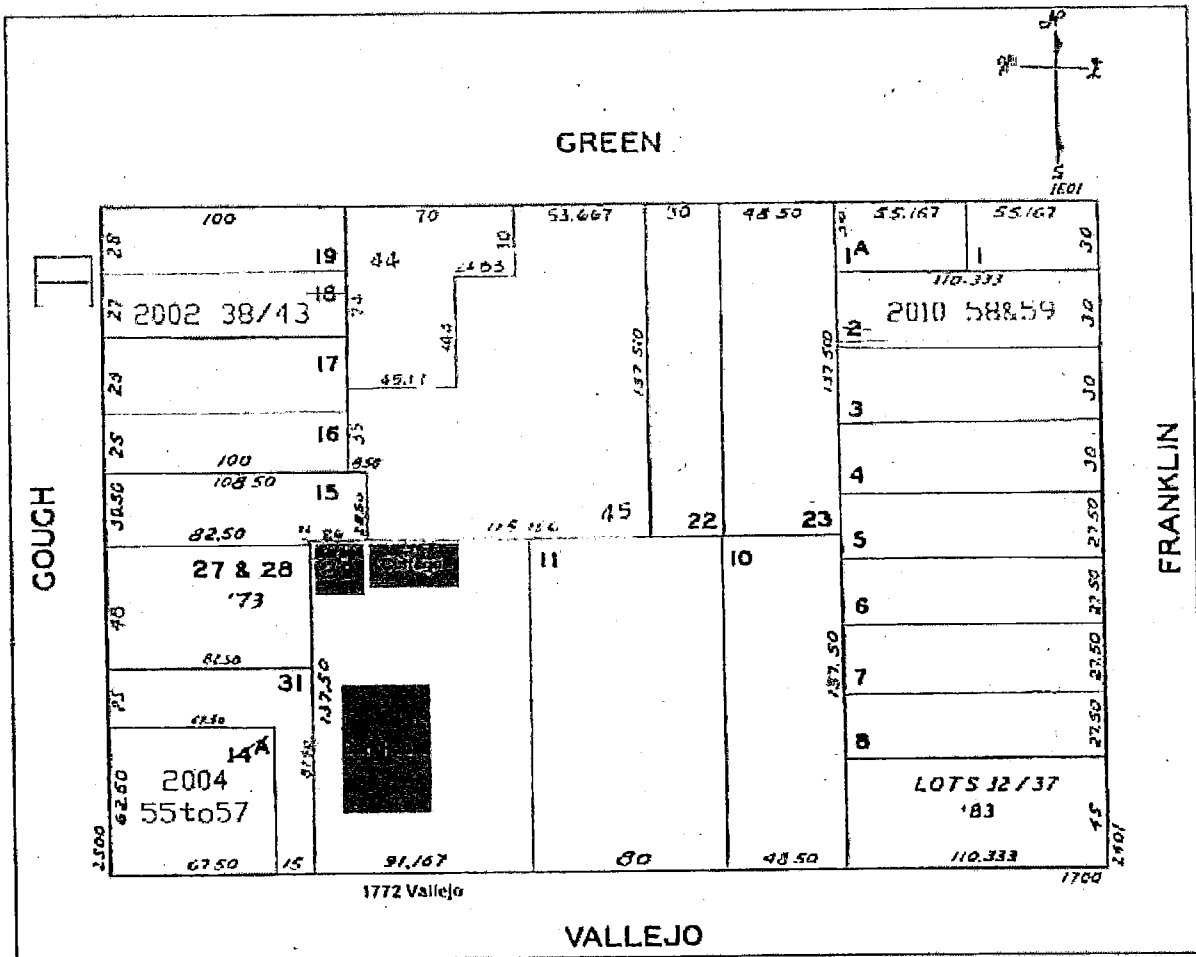


Figure 6. Current site plan. Subject property is outlined in red.

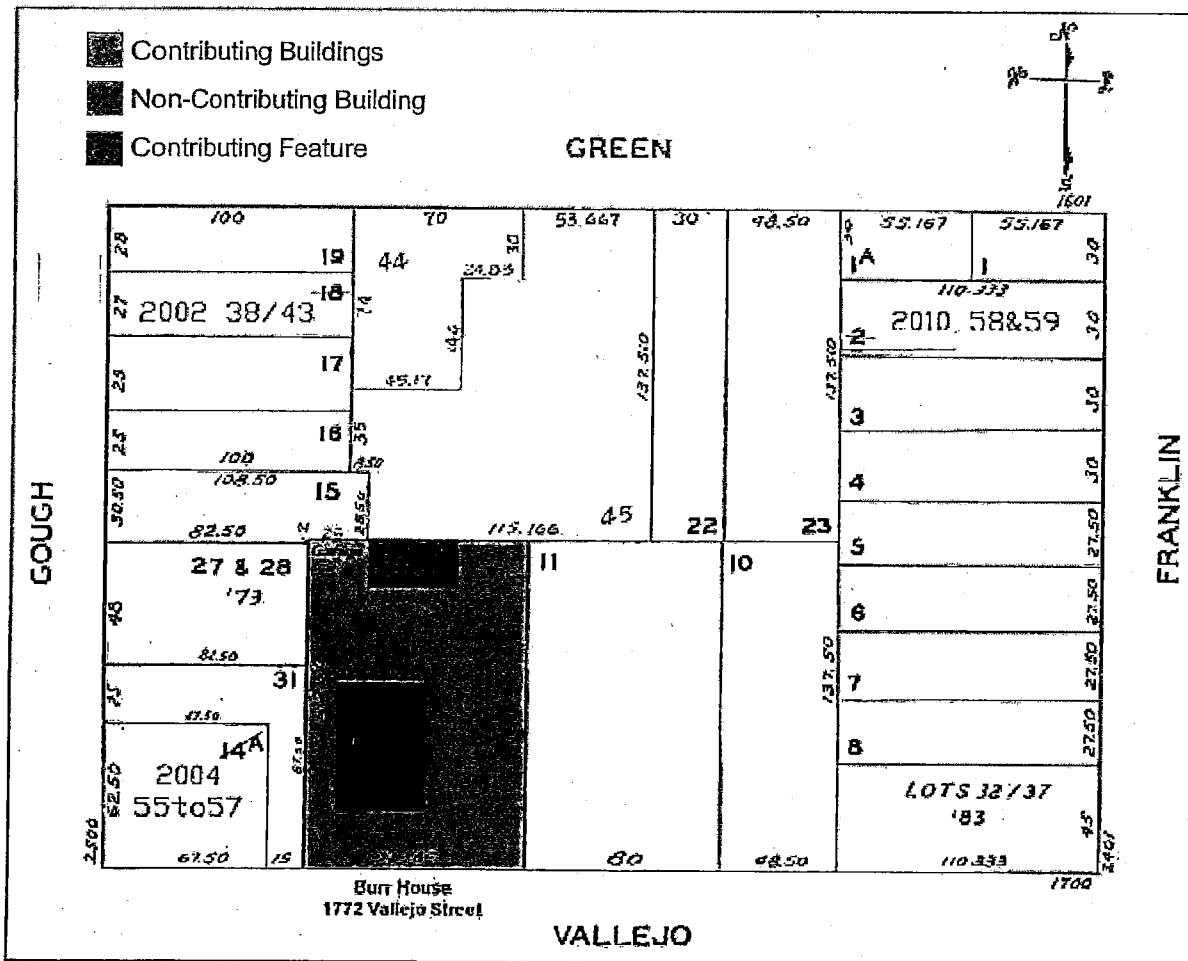
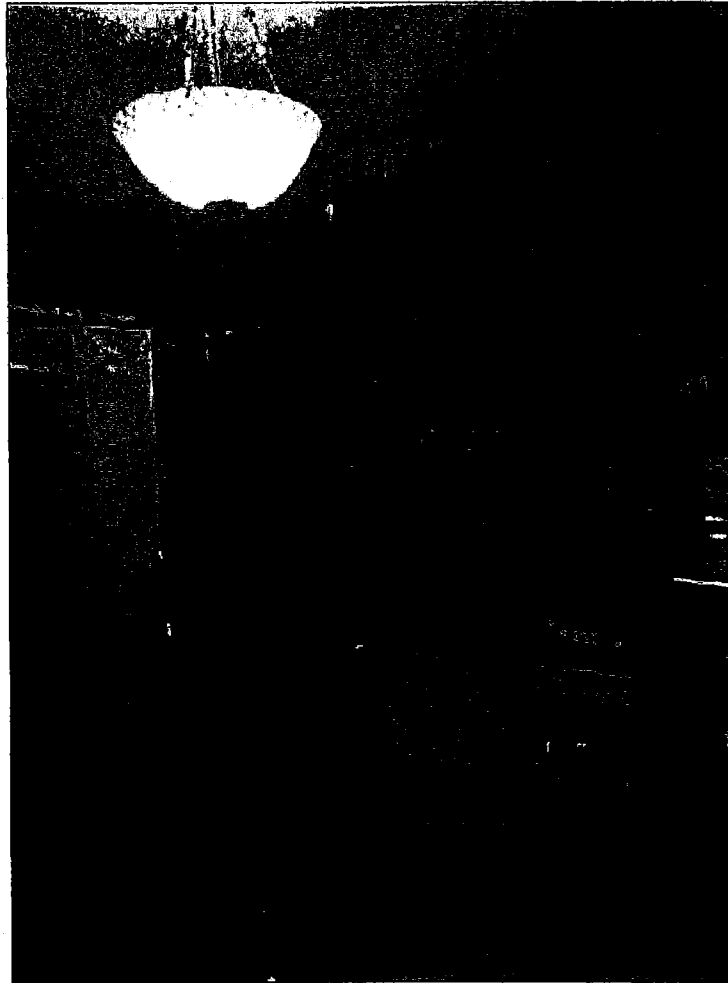
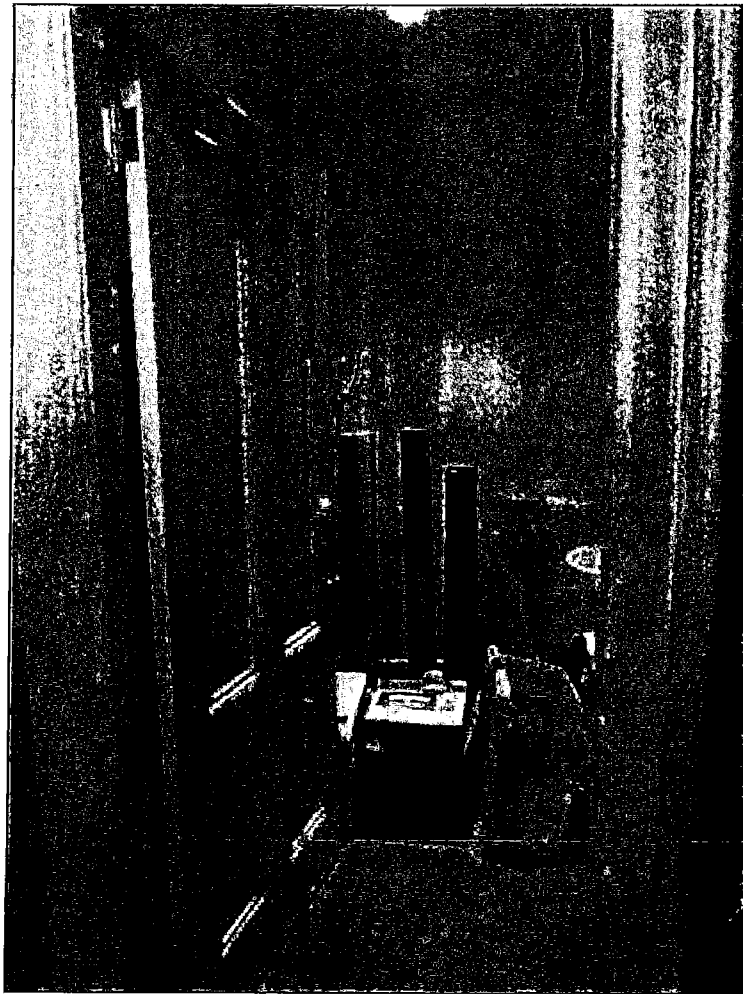


Figure 6. Current site plan. The house and cottage are contributing buildings and are shaded blue; the garage is a non-contributing building and is shaded orange; the garden setting is a contributing feature and is shaded green.





**Photo 37.** Burr House, 1772 Vallejo Street, 94123.  
Basement, wine cellar, view south.



**Photo 38.** Burr House, 1772 Vallejo Street, 94123.  
Basement, storage room, view east.



**Photo 39.** Burr House, 1772 Vallejo Street, 94123.  
Basement, storage room, view west.

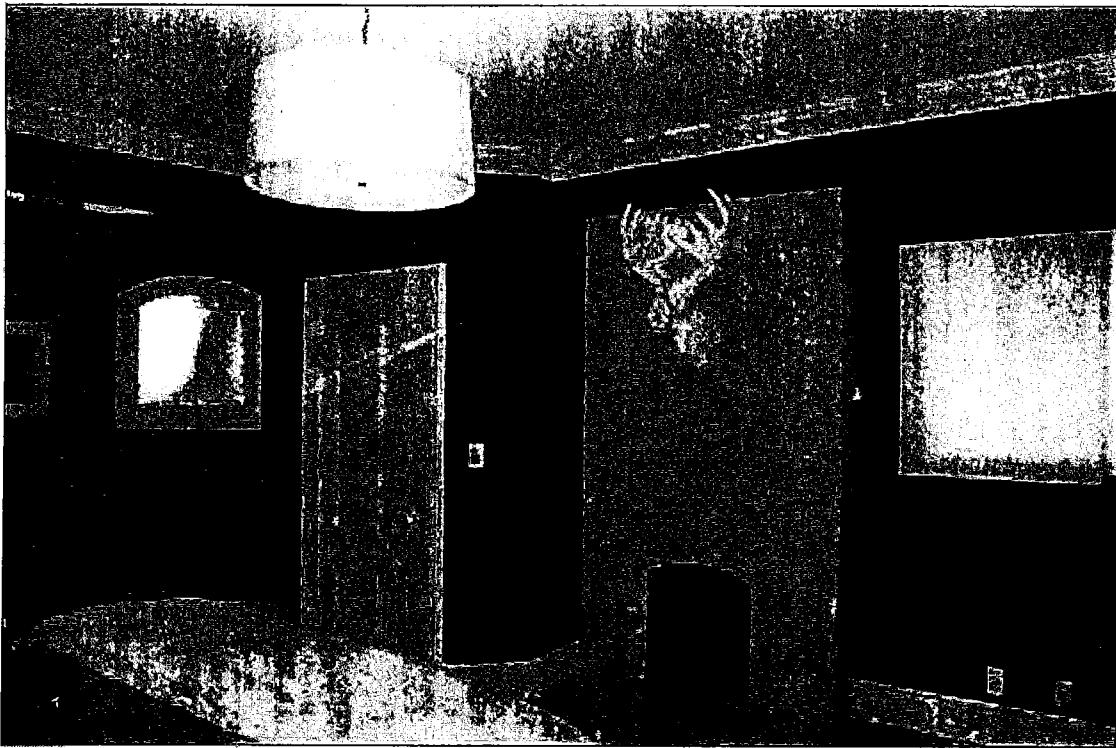


Photo 40. Burr House, 1772 Vallejo Street, 94123. Basement, bedroom, view southwest.



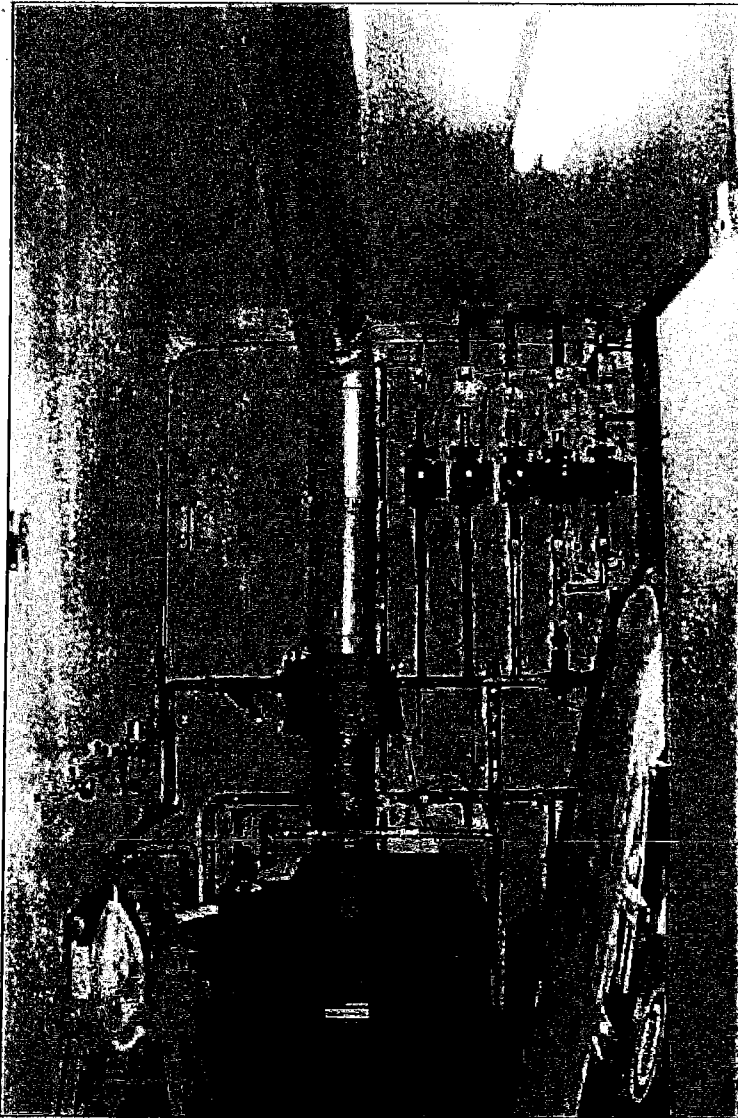
Photo 41. Burr House, 1772 Vallejo Street, 94123. Basement, bathroom, view northwest.



Photo 42. Burr House, 1772 Vallejo Street, 94123. Basement, fitness room, view north.



Photo 43. Burr House, 1772 Vallejo Street, 94123. Basement, laundry room, view northwest.



**Photo 44.** Burr House, 1772 Vallejo Street, 94123.  
Basement, mechanical room, view west.



Photo 45. Burr House, 1772 Vallejo Street, 94123. First floor, foyer, view east.



Photo 46. Burr House, 1772 Vallejo Street, 94123. First floor, sitting room, view south.

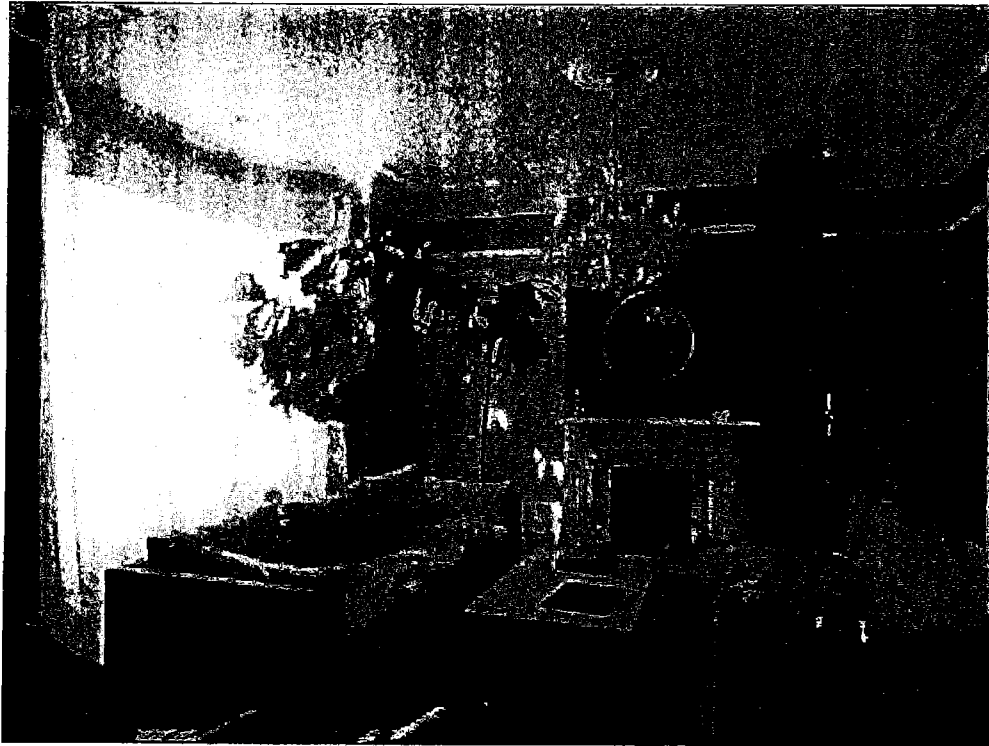


Photo 47. Burr House, 1772 Vallejo Street, 94123. First floor, living room, view southwest.



Photo 48. Burr House, 1772 Vallejo Street, 94123. First floor, dining room, view southwest.



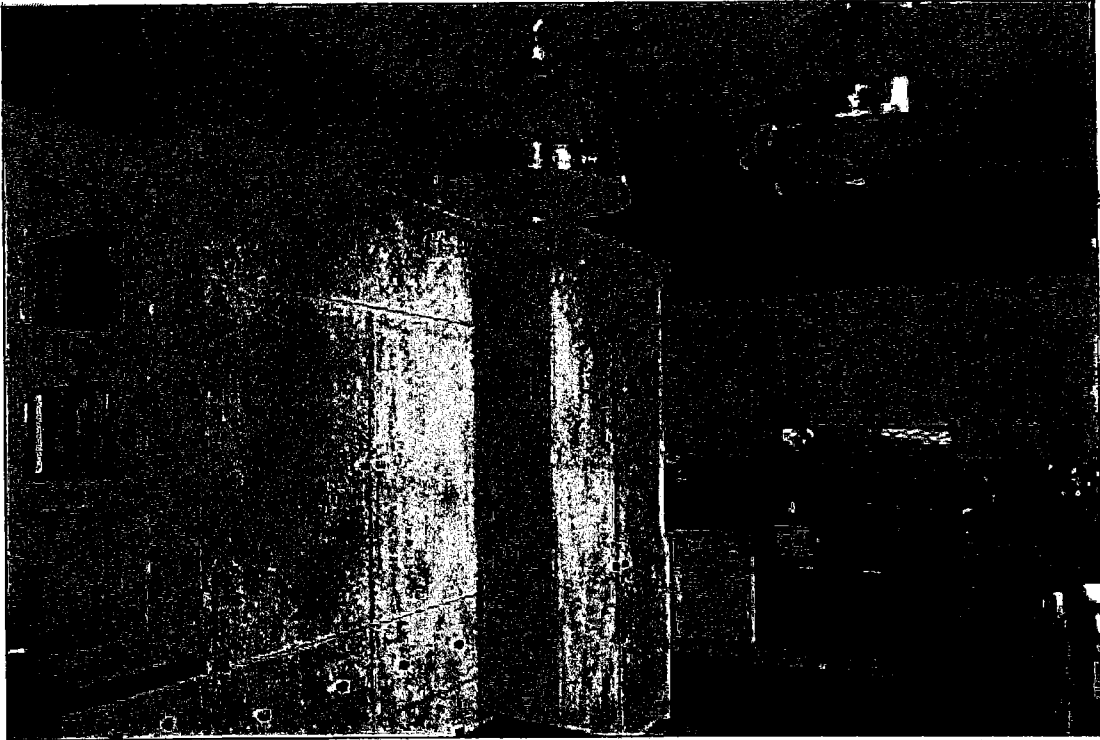


Photo 49. Burr House, 1772 Vallejo Street, 94123. First floor, kitchen, view west.



Photo 50. Burr House, 1772 Vallejo Street, 94123. First floor, kitchen, view northeast.

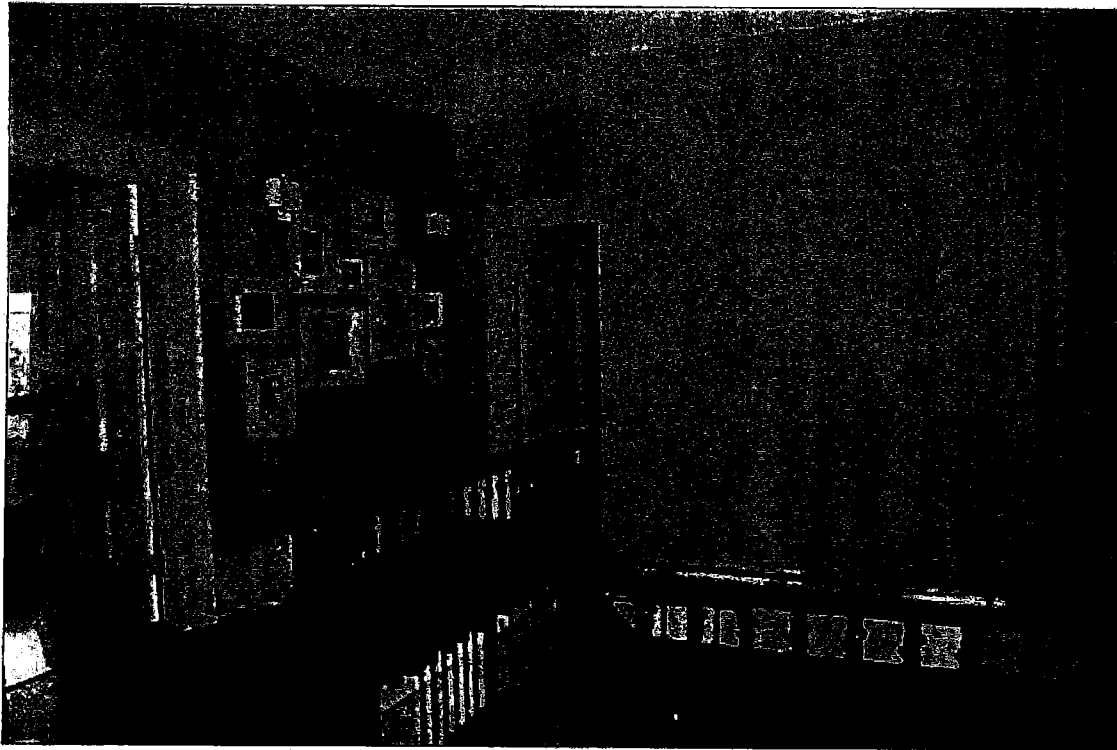


Photo 51. Burr House, 1772 Vallejo Street, 94123. Second floor, hall, view northwest.

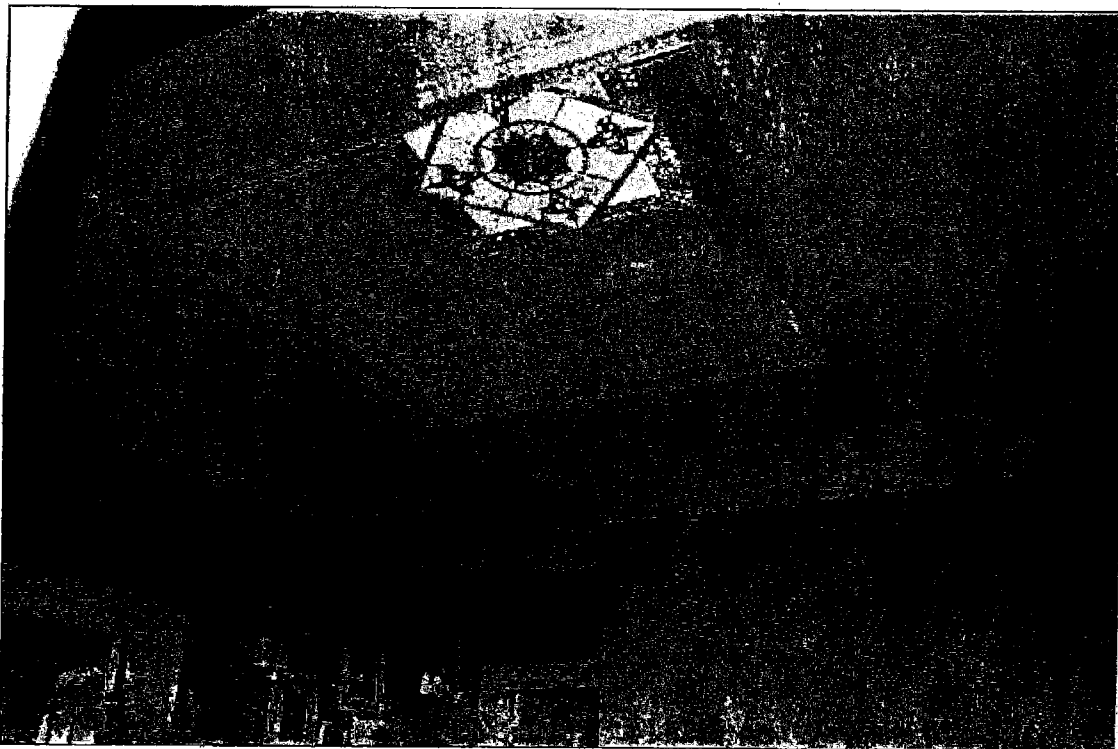


Photo 52. Burr House, 1772 Vallejo Street, 94123. Second floor, hall skylight, view northwest.



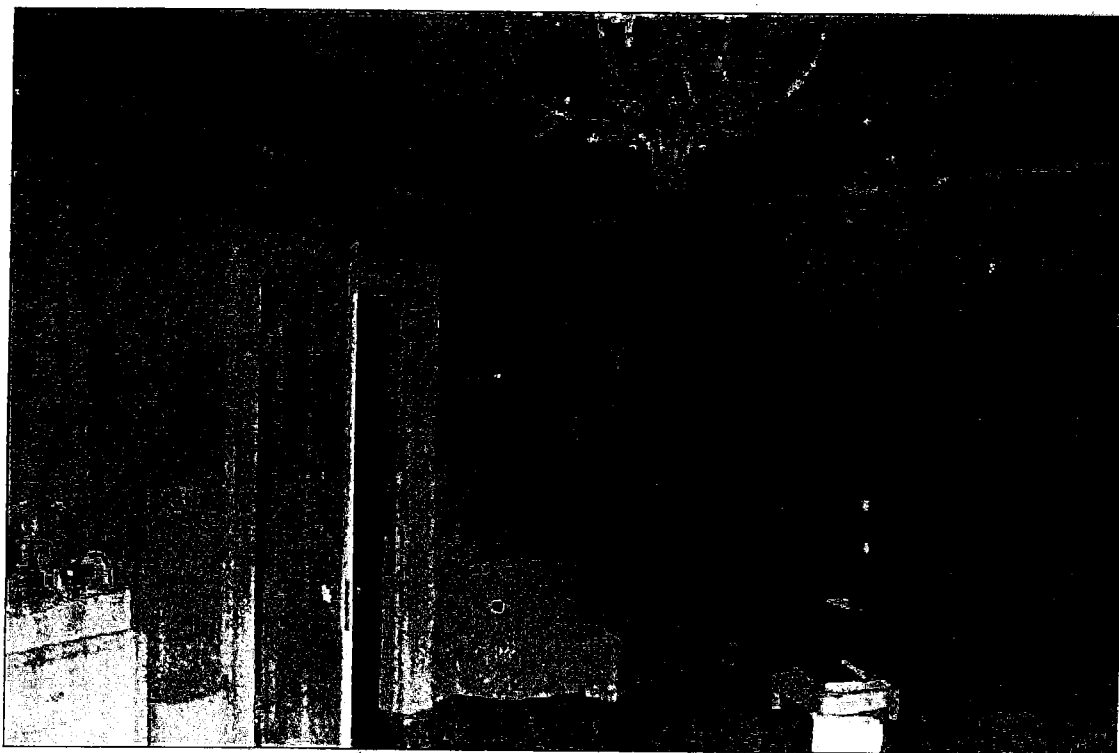
Photo 53. Burr House, 1772 Vallejo Street, 94123. Second floor, bathroom, view northeast.



Photo 54. Burr House, 1772 Vallejo Street, 94123. Second floor, bedroom, view southeast.



**Photo 55.** Burr House, 1772 Vallejo Street, 94123. Second floor, bedroom, view south.



**Photo 56.** Burr House, 1772 Vallejo Street, 94123. Second floor, bedroom, view southeast. Note sink in corner



Photo 57. Burr House, 1772 Vallejo Street, 94123. Second floor, bedroom, view northeast.

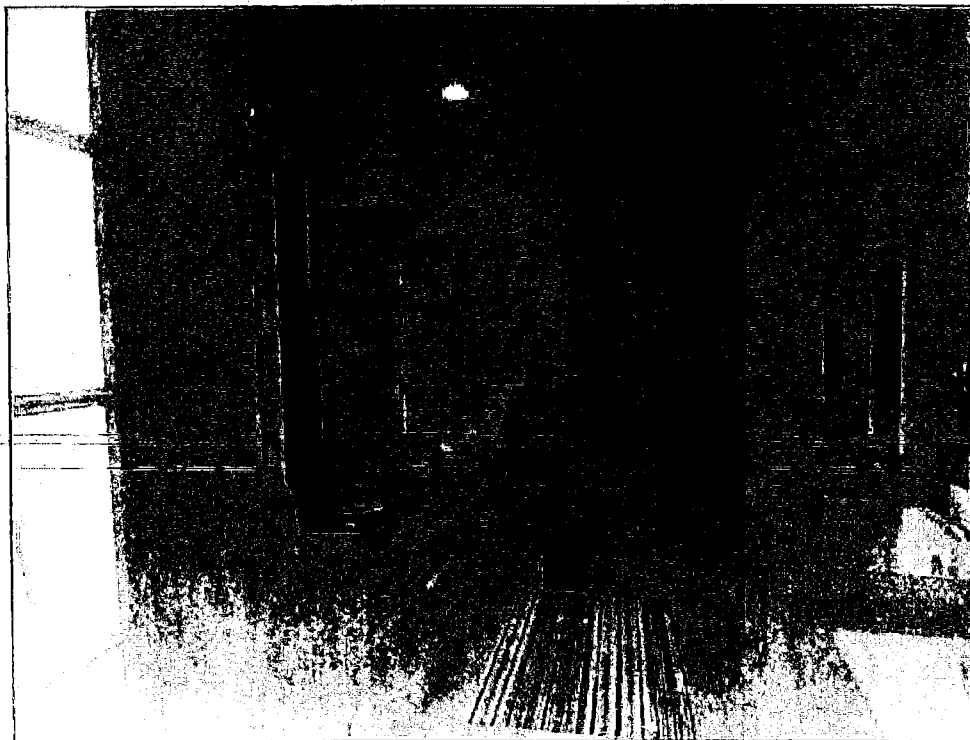


Photo 58. Burr House, 1772 Vallejo Street, 94123. Second floor, bathroom, view east.



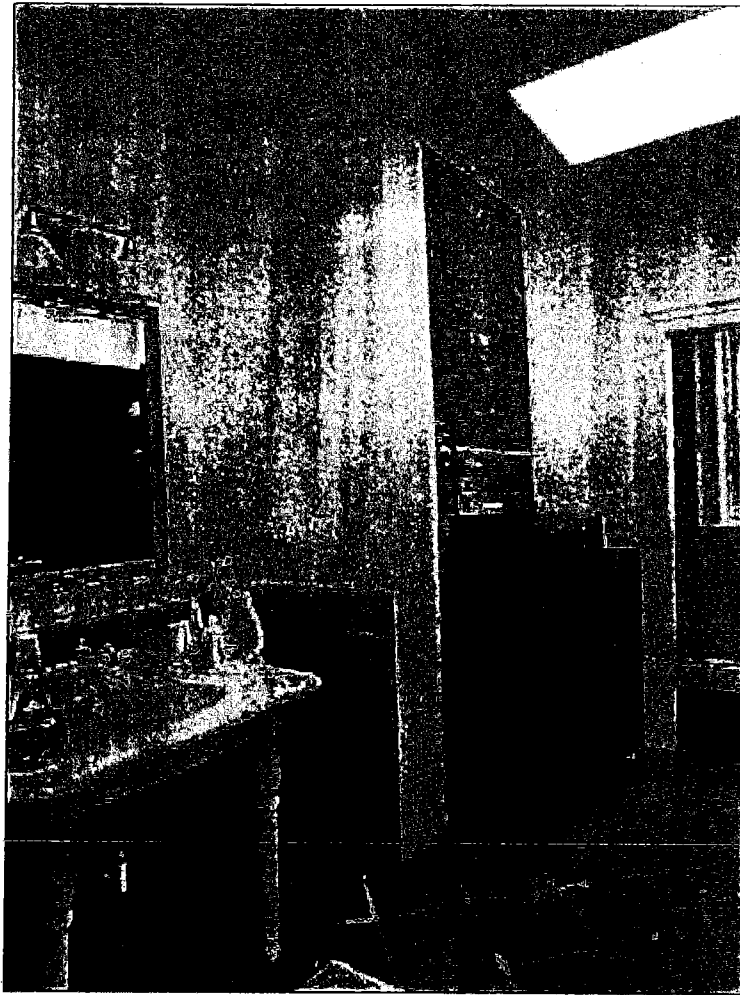
**Photo 59.** Burr House, 1772 Vallejo Street, 94123. Second floor, dressing room, view southeast.



Photo 60. Burr House, 1772 Vallejo Street, 94123. Third floor, family room, view southwest.



Photo 61. Burr House, 1772 Vallejo Street, 94123. Third floor, office, view northwest.



**Photo 62.** Burr House, 1772 Vallejo Street, 94123. Third floor, bathroom, view southwest. Note exposed URM brick chimney.



**APPENDIX 3: DRAWINGS**

**ELECTRICAL PLANS PREPARED BY HAROLD K. MAJOR  
SEPTEMBER 1974  
2 PAGES**

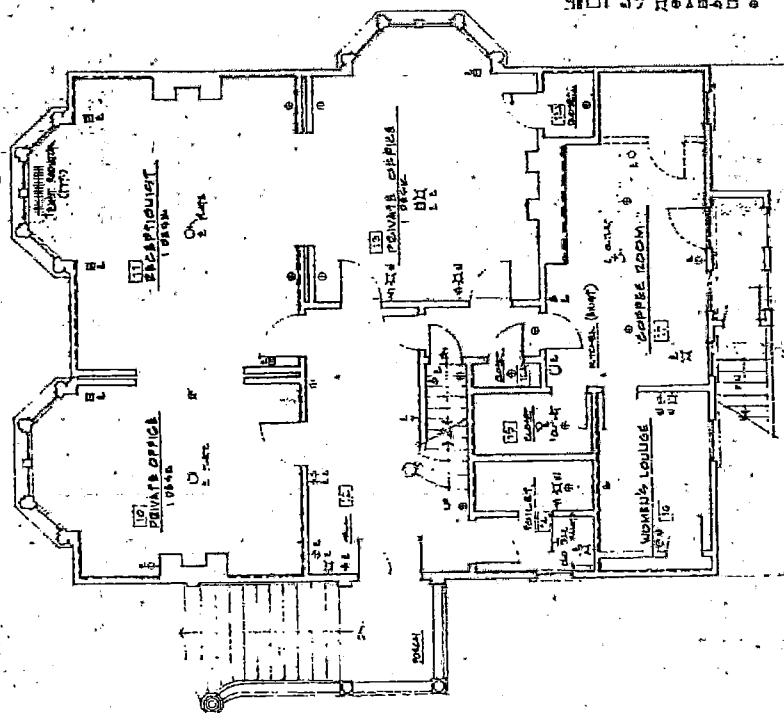
Plans show use of basement, first, second and third floors when the Burr House property was converted into a law office in 1970.

NOTE: THE ABOVE FLOOR PLAN IS A PRELIMINARY DESIGN. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING OR FOR THE SAFETY OF THE OCCUPANTS THEREOF.

THE ARCHITECT HAS BEEN ADVISED THAT THE BUILDING WILL BE USED AS A RESIDENTIAL BUILDING. THE ARCHITECT HAS DESIGNED THE BUILDING TO MEET THE REQUIREMENTS OF THE CITY OF NEW YORK FOR SUCH USE. THE ARCHITECT HAS ALSO BEEN ADVISED THAT THE BUILDING WILL BE USED AS A RESIDENTIAL BUILDING. THE ARCHITECT HAS DESIGNED THE BUILDING TO MEET THE REQUIREMENTS OF THE CITY OF NEW YORK FOR SUCH USE.

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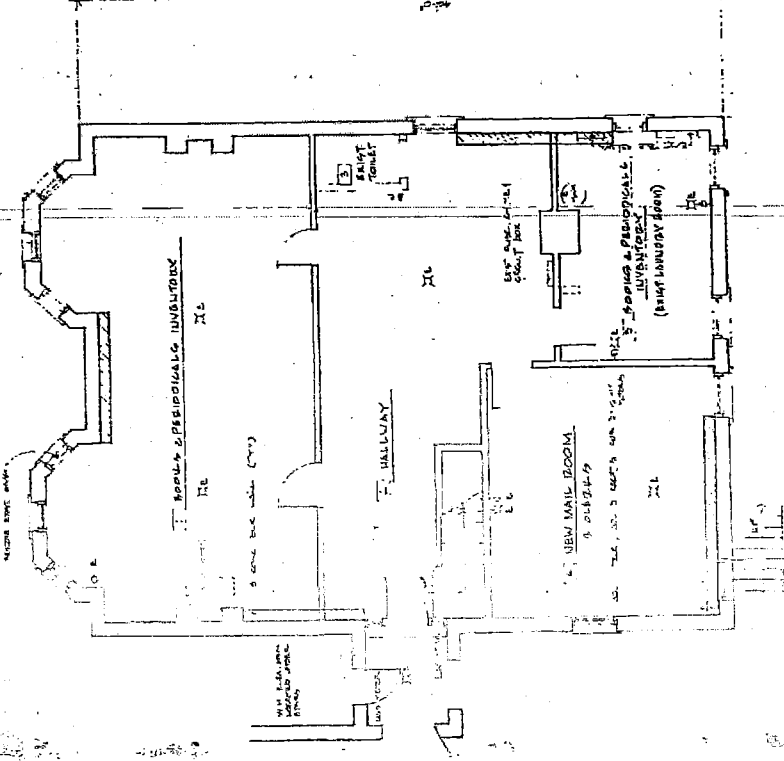
THE ARCHITECT HAS BEEN ADVISED THAT THE BUILDING WILL BE USED AS A RESIDENTIAL BUILDING. THE ARCHITECT HAS DESIGNED THE BUILDING TO MEET THE REQUIREMENTS OF THE CITY OF NEW YORK FOR SUCH USE. THE ARCHITECT HAS ALSO BEEN ADVISED THAT THE BUILDING WILL BE USED AS A RESIDENTIAL BUILDING. THE ARCHITECT HAS DESIGNED THE BUILDING TO MEET THE REQUIREMENTS OF THE CITY OF NEW YORK FOR SUCH USE.



### FIRST STORY

NOTE: THE ABOVE FLOOR PLAN IS A PRELIMINARY DESIGN. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING OR FOR THE SAFETY OF THE OCCUPANTS THEREOF.

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### SECOND STORY

NOTE: THE ABOVE FLOOR PLAN IS A PRELIMINARY DESIGN. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING OR FOR THE SAFETY OF THE OCCUPANTS THEREOF.

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### LEGEND

1	DOOR
2	WINDOW
3	STAIR
4	TOILET
5	BATH
6	LOUNGE
7	COFFEE ROOM
8	REST ROOM
9	REAR PORCH
10	FRONT PORCH

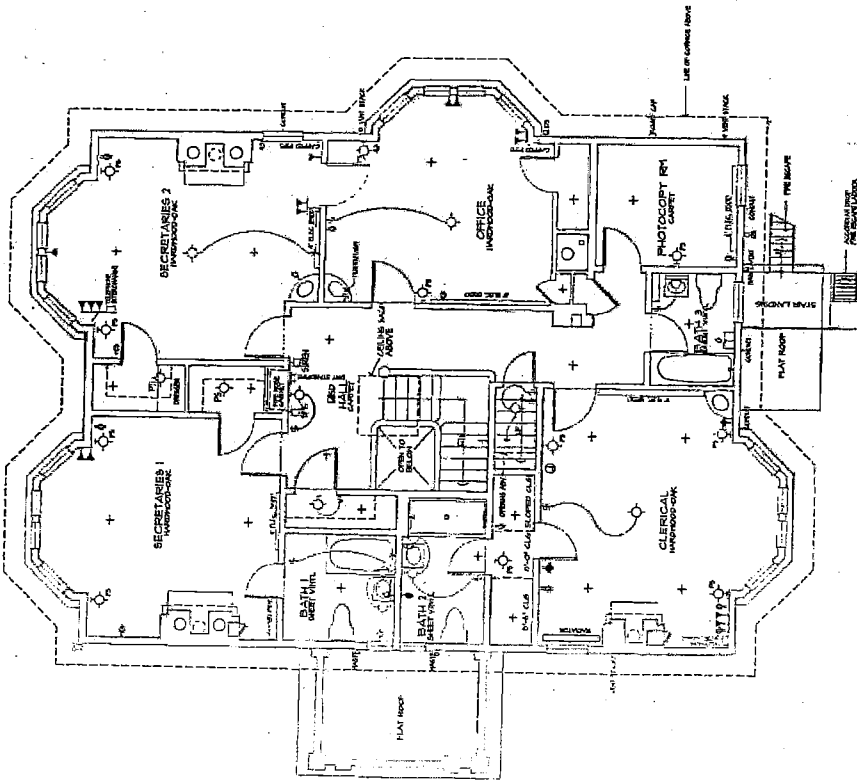
### NOTES

1. THE ARCHITECT HAS BEEN ADVISED THAT THE BUILDING WILL BE USED AS A RESIDENTIAL BUILDING. THE ARCHITECT HAS DESIGNED THE BUILDING TO MEET THE REQUIREMENTS OF THE CITY OF NEW YORK FOR SUCH USE. THE ARCHITECT HAS ALSO BEEN ADVISED THAT THE BUILDING WILL BE USED AS A RESIDENTIAL BUILDING. THE ARCHITECT HAS DESIGNED THE BUILDING TO MEET THE REQUIREMENTS OF THE CITY OF NEW YORK FOR SUCH USE.

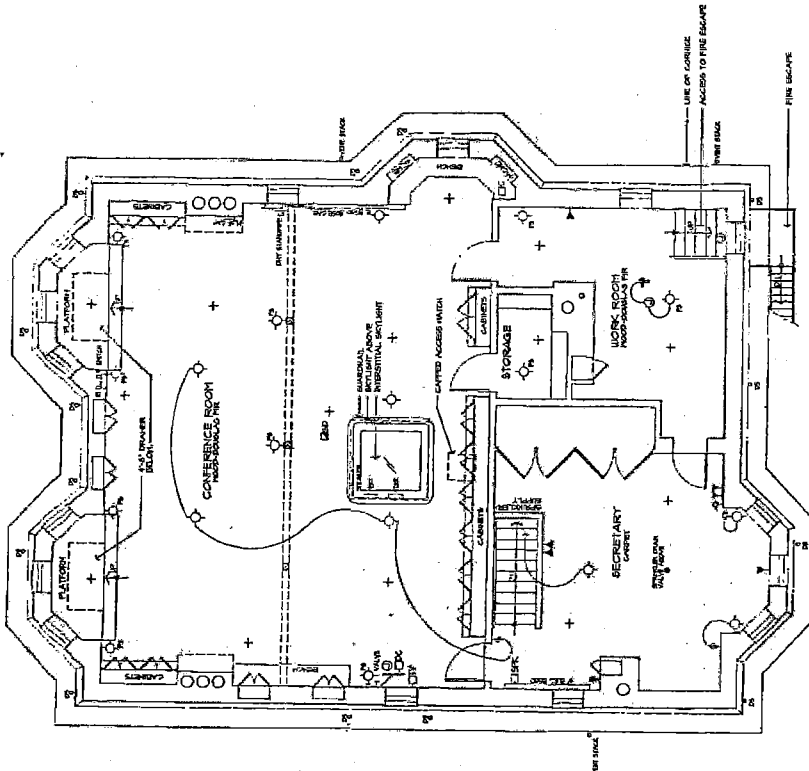


**ELECTRICAL PLANS  
CA. 1970  
2 PAGES**

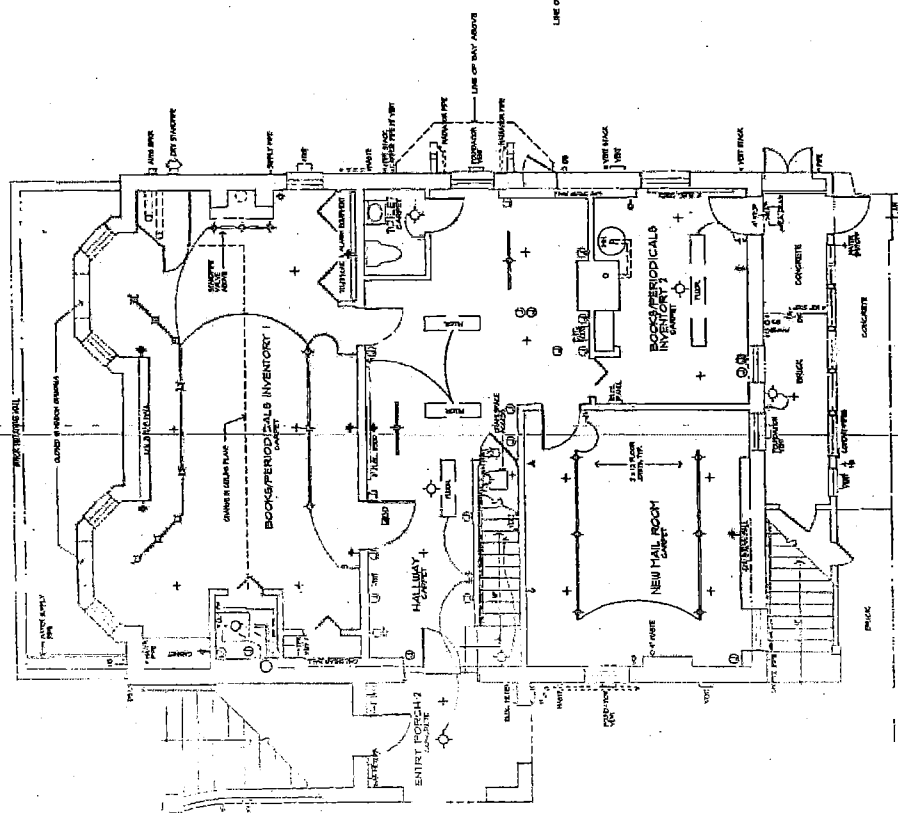
Plans show use of basement, first, second, and third stories when the Burr House property was converted into a law office in 1970.



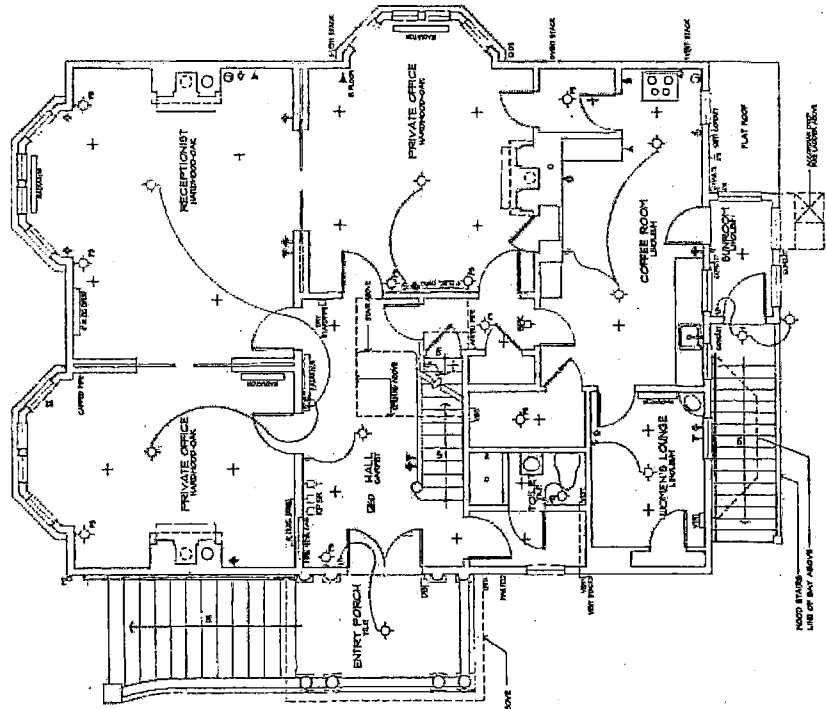
1) THIRD FLOOR PLAN  
SCALE 1/4" = 1'-0"



2) FOURTH FLOOR PLAN  
SCALE 1/4" = 1'-0"



**FIRST FLOOR PLAN**  
SCALE 1/4" = 1'-0"



**SECOND FLOOR PLAN**  
SCALE 1/4" = 1'-0"

**ELECTRICAL/MECHANICAL LEGEND**

- |   |   |   |  |
|---|---|---|--|
| <ul style="list-style-type: none"> <li>◆ SURFACE CEILING LIGHT FIXTURE</li> <li>◆ HALL HANGING LIGHT FIXTURE</li> <li>◆ FLUORESCENT LIGHT FIXTURE</li> <li>◆ TRACK 4 STRIP LIGHT FIXTURE</li> <li>◆ ELECTRICAL SWITCH</li> <li>◆ THREE WAY SWITCH</li> <li>◆ FOUR WAY SWITCH</li> </ul> | <ul style="list-style-type: none"> <li>◆ SINGLE ELECTRICAL OUTLET DIRECT WIRE</li> <li>◆ DOUBLE ELECTRICAL OUTLET</li> <li>◆ POWERLESS COMMERCIAL OUTLET</li> <li>◆ JUNCTION BOX</li> <li>◆ PULL BOX</li> <li>◆ SPARE DISCONNECT</li> <li>◆ AUTOMATIC SPRINKLER HEAD</li> </ul> | <ul style="list-style-type: none"> <li>◆ DOOR BELL BUTTON</li> <li>◆ DOOR SILENCE</li> <li>◆ CHAIR SILENCE</li> <li>◆ CHAIR SILENCE</li> <li>◆ CHAIR SILENCE</li> <li>◆ CHAIR SILENCE</li> <li>◆ CHAIR SILENCE</li> </ul> | <ul style="list-style-type: none"> <li>◆ GAS OUTLET</li> <li>◆ GAS INLET</li> <li>◆ GAS DOWNSPOUT</li> <li>◆ FUEL</li> </ul> |
|---|---|---|--|



**SITE SURVEY OF BURR HOUSE PREPARED BY MARTIN M. RON ASSOCIATES  
NOVEMBER 1994  
1 PAGE**

Site survey of the Burr House property showing locations of house, cottage and garage.





**ELEVATIONS OF BURR HOUSE PREPARED BY D. AUDREY OWEN DESIGN, INC.  
JANUARY 1996  
2 PAGES**

Elevations of subject property showing addition of fire escape to north elevation of the house. Note details of window sizes and locations on north elevation do not reflect the existing conditions.



1950

1951

1952

**FIRST FLOOR KITCHEN AND SECOND FLOOR BATHROOM REMODEL OF BURR HOUSE  
PREPARED BY CLIFF HENDERSON  
NOVEMBER 1995  
2 PAGES**

Interior remodel of first floor kitchen and second floor bathroom of the house.

[illegible]

Architectural drawings of a bathroom, including a floor plan and three elevations (Elev. 1, Elev. 2, Elev. 3).

**Floor Plan Details:**

- Shower:** 3' x 6' 0" (914 x 1829 mm) shower stall with a glass door.
- Toilet:** 3' x 6' 0" (914 x 1829 mm) toilet stall with a glass door.
- Vanity:** 3' x 6' 0" (914 x 1829 mm) vanity with a sink and mirror.
- Storage:** 3' x 6' 0" (914 x 1829 mm) storage cabinet with a glass door.
- Door:** 3' x 6' 0" (914 x 1829 mm) door with a glass panel.
- Dimensions:** Overall dimensions are 11' 0" (3353 mm) by 11' 0" (3353 mm).
- Notes:** "BATH PANEL w/ ARCH ABOVE", "3' x 6' 0" (914 x 1829 mm) shower stall", "3' x 6' 0" (914 x 1829 mm) toilet stall", "3' x 6' 0" (914 x 1829 mm) vanity", "3' x 6' 0" (914 x 1829 mm) storage cabinet", "3' x 6' 0" (914 x 1829 mm) door with a glass panel".

**Elevations:**

- Elev. 1:** Shows the front view of the vanity and storage cabinet.
- Elev. 2:** Shows the side view of the vanity and storage cabinet.
- Elev. 3:** Shows the back view of the vanity and storage cabinet.

ALDREAN

**STRUCTURAL DRAWINGS OF BURR HOUSE PREPARED BY CULLEY ASSOCIATES INC.  
JANUARY 1996  
3 PAGES**

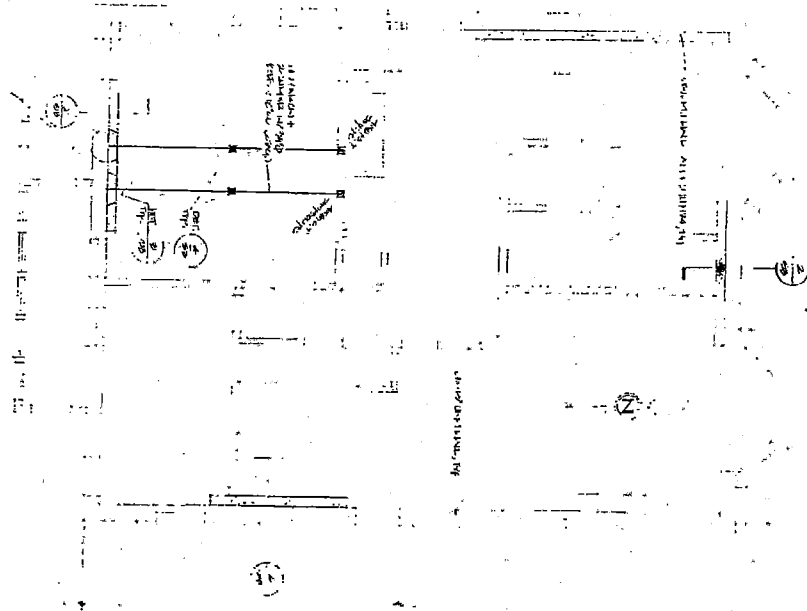
Framing details and shear wall layouts for basement, first, second, and third floors of the house.



- GENERAL NOTES  
SPECIFICATIONS
- 1772 VALLEJO STREET  
SAN FRANCISCO

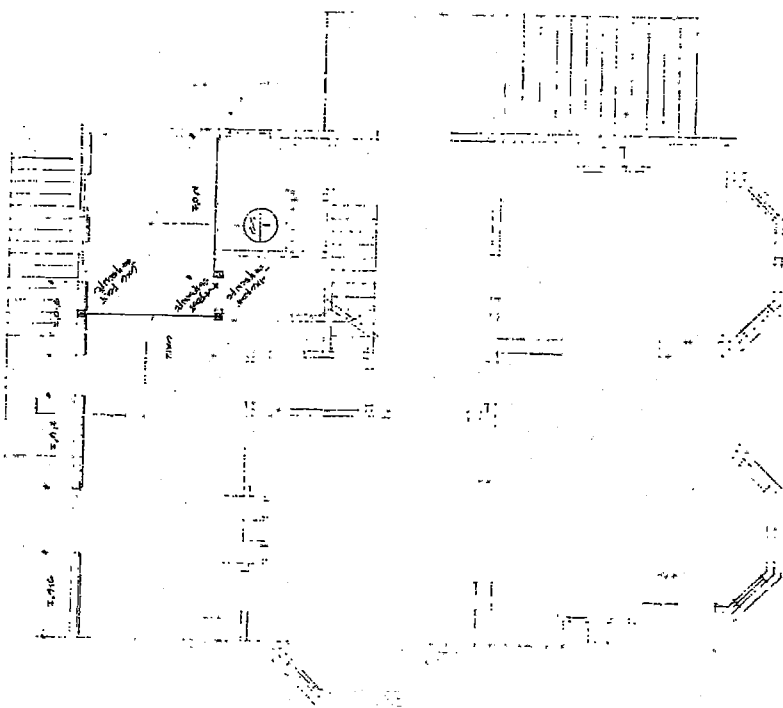
2ND FLOOR FRAMING / 1ST FLOOR PLAN

SCALE 1/8" = 1'-0"



3RD FLOOR FRAMING / 2ND FLOOR PLAN

SCALE 1/8" = 1'-0"



LEGEND  
PORTLAND CEMENT  
CONCRETE  
1500 PSI  
1500 PSI  
1500 PSI

FRAMING DETAILS AND  
SHEAR WALL LAYOUTS

1772 VALLEJO STREET  
SAN FRANCISCO CALIFORNIA

CULLEY ASSOCIATES INC.  
Consulting Structural Engineers  
130 Sutter Street, Suite 400  
San Francisco, California 94104  
Tel. 415 398-1100 Fax 415 398-1101

DATE 10/1/79  
DRAWN BY J. J. J. J.  
CHECKED BY J. J. J. J.  
SCALE 1/8" = 1'-0"

S2



**4TH FLOOR FRAMING / 2ND FLOOR PLAN**

### SCALE: 100-200

DETAIL EXHIBIT - ROYAL CUL. PROFILES/TEMP. DATA  
SCALE: 1/2"=1'-0"

**DETAIL**  
**SCALE: 1"=1'-4"**

**DEBAIL**  
**DEBAIL**

1772 VALLEJO STREET  
SAN FRANCISCO CALIF

**CULLER ASSOCIATES INC.**  
1500 S. Highway 101, Suite 400  
San Jose, California 95128  
Tel: 415/551-1000 Fax: 415/551-1001

**ADDENDUM #3 TO STRUCTURAL CALCUALTIONS FOR BURR HOUSE PREPARED BY CULLEY  
ASSOCIATES INC.  
FEBRUARY 1996  
21 PAGES**

Provides a scope of structural work performed on the house along with structural calculations and detail drawings of work.

# CULLEY

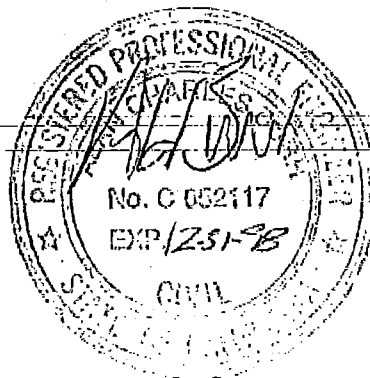
CULLEY ASSOCIATES INC.  
CONSULTING STRUCTURAL ENGINEERS

Peter A. Culley, SE, President  
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Richard C. Dreyer, SE, Vice President  
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## Addendum # 3 to Structural Calculations for:

1772 Vallejo Street  
San Francisco, CA

February 16, 1996  
Job No. 95142.11



## PROJECT DESCRIPTION :

This project involves the remodel to the Burr house, a historical landmark. The structure is a four story Victorian dwelling located at 1772 Vallejo Street in San Francisco. Built in 1890s, the wood structure utilizes full size framing and brick foundation, typical construction of the period. The structure was retrofitted in 1974 due to a change in occupancy.

Segments of the project requiring structural calculations include:

- Relocation and reassignment of shear walls at second floor per San Francisco Building Code
- Removal and replacement of existing bearing walls with new floor beams and posts at:
  1. Second floor breakfast room and kitchen area and the beam required to carry the post load at floor immediately below
  2. Third floor master bathroom
- Installment of new epoxy-set anchors in the basement to attach the existing exterior URM walls to the existing interior CMU walls

## CONTENTS

## SHEET

Cover  
Design criteria  
Vertical analysis and design  
Lateral analysis  
Appendix A - Scope of work

C1  
DC1-DC4  
V1-V7  
L1-L8

  
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Checked \_\_\_\_\_

Date 11/19/96Sheet DC1 of DC4**DESIGN CRITERIA****Code**

San Francisco Building Code (SFBC), June 1994 with amendments to Oct. 19, 1994

**Material**

(E) timber : Select Structural by inspection

(N) Timber : Joists, plates and studs; DF No.2  
Beams, headers and posts; DF No.1  
Plywood; CCX, CDX, or Structural I & II  
Sills and timber in contact with concrete; Pressure treated DF  
Glulam beams; 24F-V4 DF/DF

Concrete :  $f'_c = 2500$  psi @ 28 days

Rebars : ASTM A615; Grade 40

Metal connectors : Simpson or equal

Anchor bolts : A325 A. Bolts or A490 Threaded rods

**Soil Information**

There is no soil report provided for this project.

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Project no. 9542.11

Project 1772 VALLEJO

By M.A.

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Date 1/19/96

Sheet DC2 of DC4

**DESIGN CRITERIA****Lateral Analysis Criteria****Wind**

Conform to SFBC, 104(f)

Basic wind speed = 70 mph

Exposure = B

 $C_e = 0.85$  UBC Table 23-G ( $h=44'-0$ ) $C_q = 1.3$  (projected area method) $q_s = 13$  (based on 70 mph) $I = 1.0$ 

$$P_{wind} = C_e \times C_q \times q_s \times I$$

**Seismic**

Building is not located in Special Soil Area as defined in SFBC 104(h), but not damaged by Loma Prieta; SFBC 104(b)2ii.

Analysis is based on 104(f) using allowable values noted in 104(h); refer to SFBC 2334(h)6;

Zone 4;  $Z = 0.4$  $I = 1.0$  $R_w = 8$  SFBC 2303(h)3 $C_p = 0.75$  $C = 2.75$  SFBC 2303(h)3Total lateral loads on the structure: SFBC 2303(h)3

$$V_{base} = 0.75 \times (Z.I.C / R_w) \cdot W_d, \text{ but not to exceed } 0.133 \times W_d$$

Total lateral load on non-structural elements: UBC 2336(b)

$$F_p = 0.75 \times Z.I.C_p \cdot W_p, \text{ but not to exceed } 0.133 \times W_p$$

Horizontal diaphragm forces: UBC 2337(b)9

$$F_{px} = (\sum F_i / \sum w_i) \cdot w_{px}; 0.75 \cdot Z.I. \cdot w_{px} = F_{px} = 0.35 \cdot Z.I. \cdot w_{px}$$



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Date 11 19 96Sheet 203 of \_\_\_\_\_

ROOF	
MATERIAL	LOAD(psf)
3-PLY HOT MOP	5.0
1x SHEATHING	2.3
INSULATION	1.0
2x10(R)@16"O.C.	3.0
1/4" PLASTER	3.0
MISC.	5.7
ROOF DL	20.0
LL	20.0
TOTAL LOAD	40.0

FLOORS	
MATERIAL	LOAD(psf)
1/2" HDWD	2.0
1" SHEATHING	2.3
3x12@16"O.C.	6.6
1/4" PLASTER	3.0
MISC.	6.1
FLOOR DL	20.0
LL	40.0
TOTAL	60.0

EXT. WALLS	
MATERIAL	LOAD(psf)
1" LAP SIDING	2.3
1x DIAG. SHEATHIN	2.3
2x4(R)@16"O.C.	1.5
1/2" PLYWD.	1.5
1/2" GYPBD.	2.2
MISC.	1.2
TOTAL LOAD	11.0

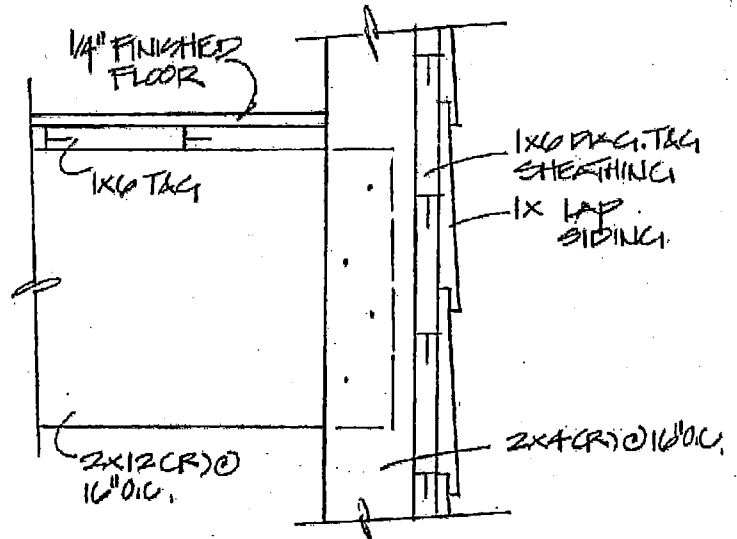
INT. WALLS	
MATERIAL	LOAD(psf)
2x4(@16"O.C.	1.1
1/2" PLYWD.	1.5
2-1/2" GYPBD.	4.4
MISC.	1.0
TOTAL LOAD	8.0

DESIGN CRITERIA

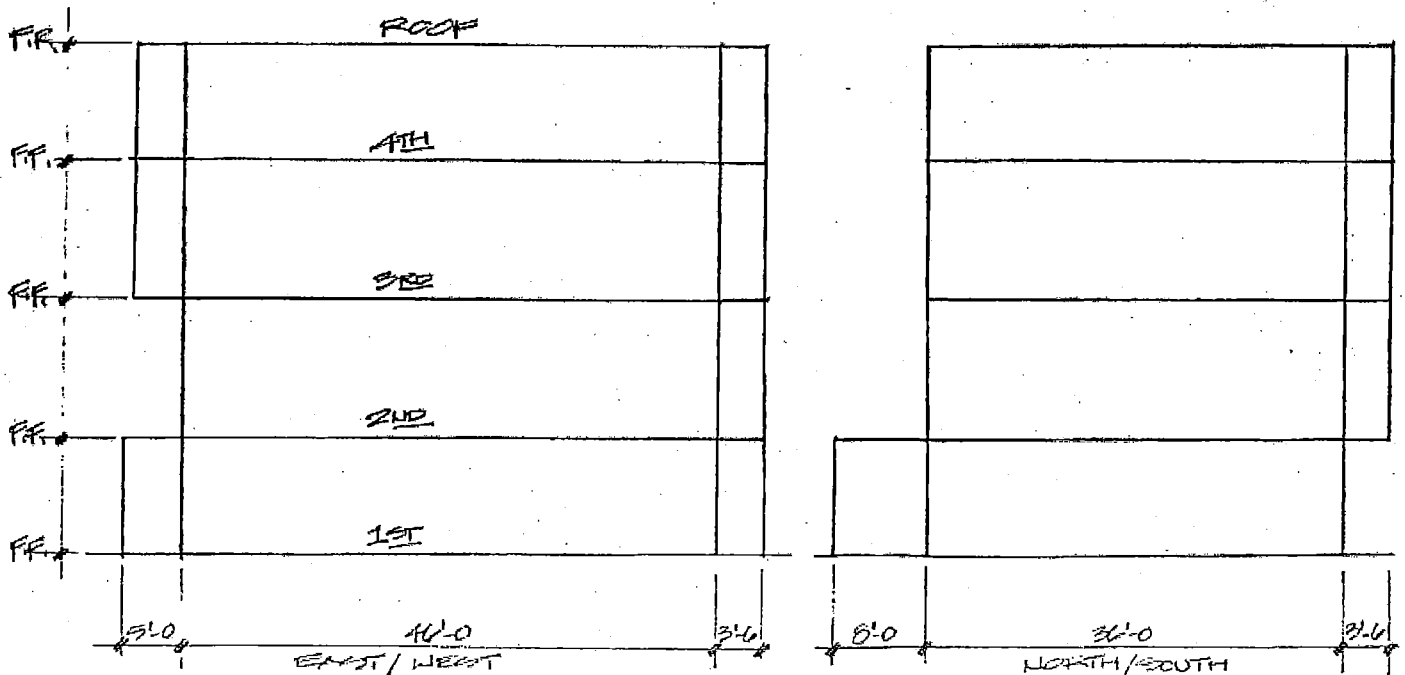
TYPICAL SECTION

ALLOWABLE SHEAR VALUES PER  
SIBC 104(h) ORDINANCE NO. 103-90

1X D&G T&G SHEATHING 300 PLF  
1X T&G + FINISHED WOOD FL. 400 \*



TYPICAL ELEVATION



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Project no. 95142-11

By

ACB

Date

1/19/96

Project 1772 Vallejo

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Sheet

VI

of

Design of new beam above breakfast room  
to allow for removal of wall

Span of joists bearing on beam  $\approx 36'-0"$

Length of beam  $\approx 10'-0"$

Floor load- Dead load  $\approx 20 \text{ psf}$

Live load  $= 40$

$\Sigma = 60 \text{ psf}$

Trib load on beam

$$= \frac{36' \times 10' \times 60}{2} = 10,800 \text{ lbs}$$

$$M = 10,800 \times 10' / 2 = 13,500 \text{ lb}'$$

$$S > 13,500 \times 12 / 13,500 = 125 \text{ in}^3$$

Use  $6 \times 12'$  beam - ( $S = 121 \text{ in}^3$ )

$$\delta = \frac{5 \times 10,800 \times 10^3 \times 1.723}{384 \times 1.6 \times 10^6 \times 597.1} = 0.22" = \text{Span} / 550$$

POSTS

$$h = 12 - 1 = 11', p = 5400 \#$$

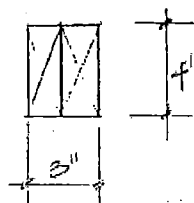
CHECK 4x4

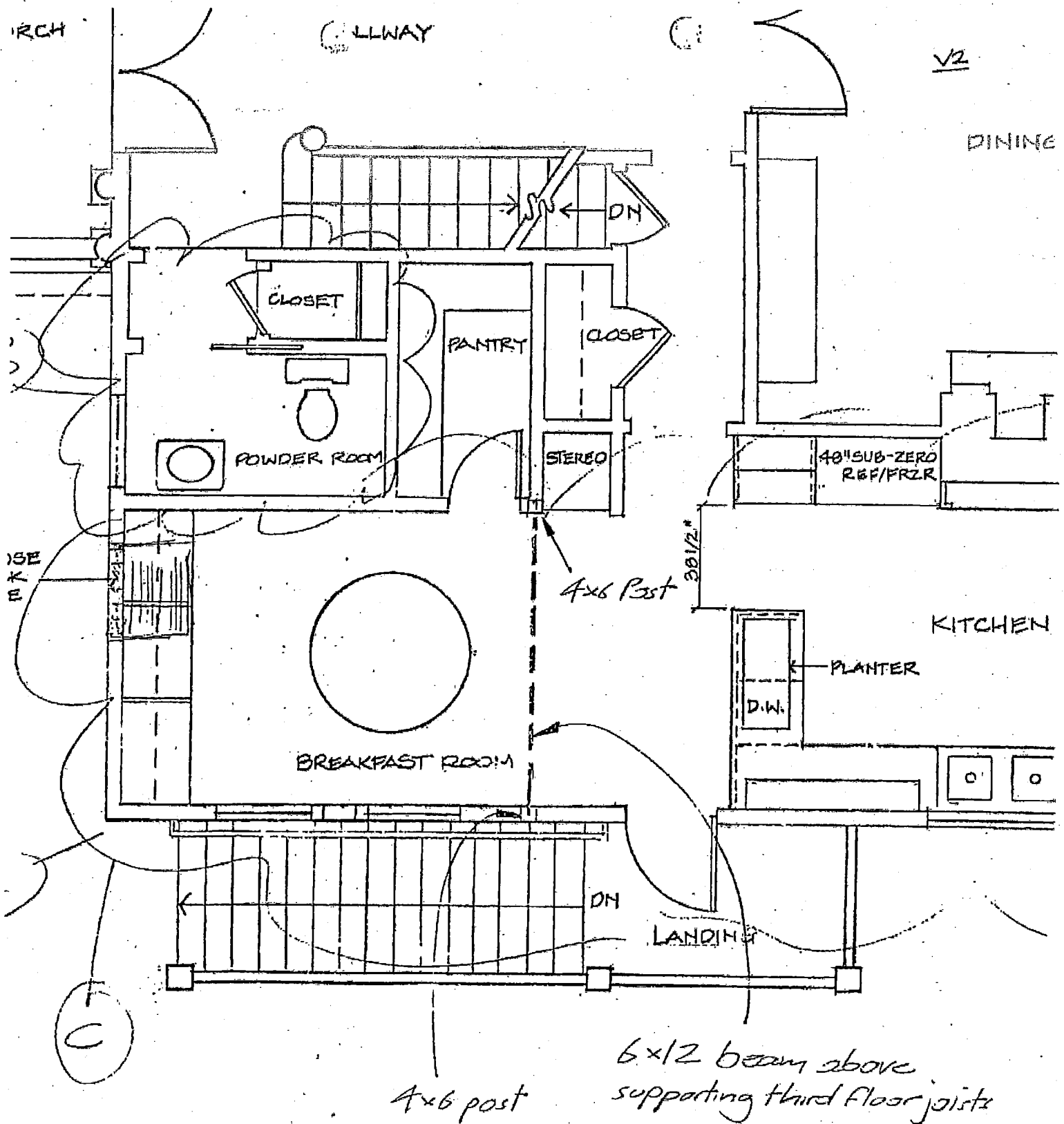
$$l_e/d = 11(12)/3.5 = 37.0 \rightarrow K = 0.671 (1.7 \times 10^6 / 1600)^{1/2} = 22.0$$

$$F_c = 0.3(1.7 \times 10^6) / 37.0^2 = 468 \text{ psi}$$

$$f_c = 5400 / 3.47 = 450 \text{ psi} < F_c \text{ --- OK.}$$

(1x4x4(R) OR 2-2x4(R)  
w/16d @ 6" O.C. (STAG.))





SECOND FLOOR PROPOSAL

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Date 1/19/96

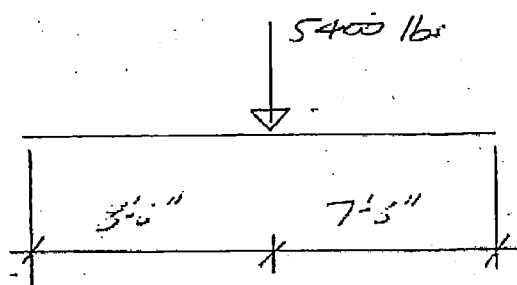
Project 1772 Vallejo

Checked

Sheet 13 of

Design of beam in storage area to support  
pot at breakfast room/pantry wall.

Beam span

 $\approx 16'0"$ Point load  $\approx 19,300/2$  $= 5400 \text{ lbs}$ 

$$M \approx 5400 \times 16' / 4 = 21,600 \text{ lb'}$$

$$S \geq 21,600 \times 12 / 1330 = 197 \text{ in}^3$$

$$(E) \text{ joists are } 3 \times 12 @ 16" \text{ o.c. } S \approx 52.7 \text{ in}^3$$

Provide additional  $5 \times 14$  under pot  $S = 167.1 \text{ in}^3$

$$\Sigma S = 52.7 + 167.1 = 219.8 \text{ in}^3 - \text{OK}$$

OR Provide additional 2-  $4 \times 12$  sistered to (E)  $3 \times 12$

$$\Sigma S = 2 \times 73.8 + 52.7 = 200.3 \text{ in}^3 - \text{OK}$$

OR Use Select Structural Grade Doug Fir

$$S \geq 21,600 \times 12 / 1330 = 162 \text{ in}^3$$

Provide additional  $6 \times 12$  Select Structural

$$\Sigma S = 121.2 + 52.7 = 173.9 \text{ in}^3 - \text{OK}$$

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Date 15/1/98

Project 1772 Vallejo

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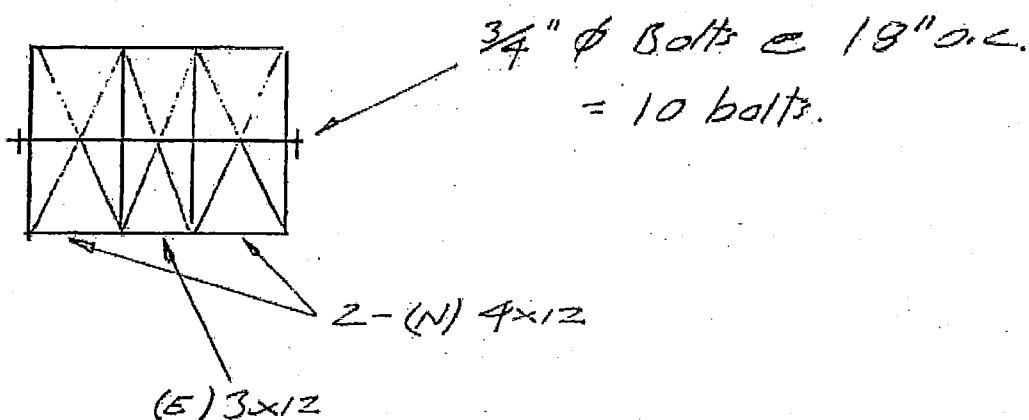
Sheet V4 of

Check beam deflection:

$$\delta = \frac{5400 \times 16^3 \times 1728}{48 \times 1.656 \times 1127} = 0.44''$$

$$= \frac{\text{Span}}{435} - \text{OK}$$

$$\begin{aligned} \Sigma I &= \text{for } (5) 3 \times 12 + 2 \times 4 \times 12 \\ &= 296.6 + 2 \times 415.3 = 1127 \text{ in}^4 \end{aligned}$$

Connection for beams

$$\Sigma \text{ bolt capacity} \approx 10 \times 1050 = 10,500 \text{ lbs.}$$

Post

$$h = 10 - 1 = 9'0, \quad P = (0.9/16) 5400 + (60/12) (16/12) = 3510 \text{ \#}$$

$$L/d = 10(12)/4 = 30 > K = 22.0$$

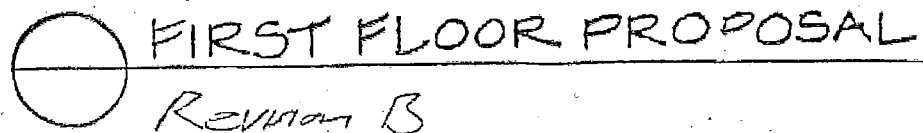
$$F_c = 0.3(1.7 \times 10^4)/30^2 = 567 \text{ psi}$$

$$f_u = 3510/3(4) = 292 \text{ psi} < F_c - \text{OK.}$$

(2-2x4CR)

Use 4x4CR or 2-2x4LF

w/ 16d @ 6' o.c. (STC1.)



Revision B

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Project no. 95142-11

By ACB

Date 119 96

Project 1772 Vallejo

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Sheet V6 of

Design of beam above 3/F master bathroom  
to allow for removal of wall

Span of joists bearing on beam  $\approx 18'-0"$

Length of beam  $\approx 10'-0"$

Floor load- Dead load  $\approx 20 \text{ psf}$

Live load  $= 40$

$\Sigma$   $= 60 \text{ psf}$

Trb load on beam

$$= \frac{18' \times 10' \times 60}{2} = 5400 \text{ lbs.}$$

$$M = 5400 \times 10' / 3 = 5750 \text{ lb'}$$

$$S \geq 5750 \times 12 / 1300 = 62.3 \text{ in}^3$$

Use 4 x 12  $S = 73.8 \text{ in}^3$

or 6 x 10  $S = 82.7 \text{ in}^3$

Notes

$$P = 2700 \#$$

$$h = 12' - 1 = 11' - 0$$

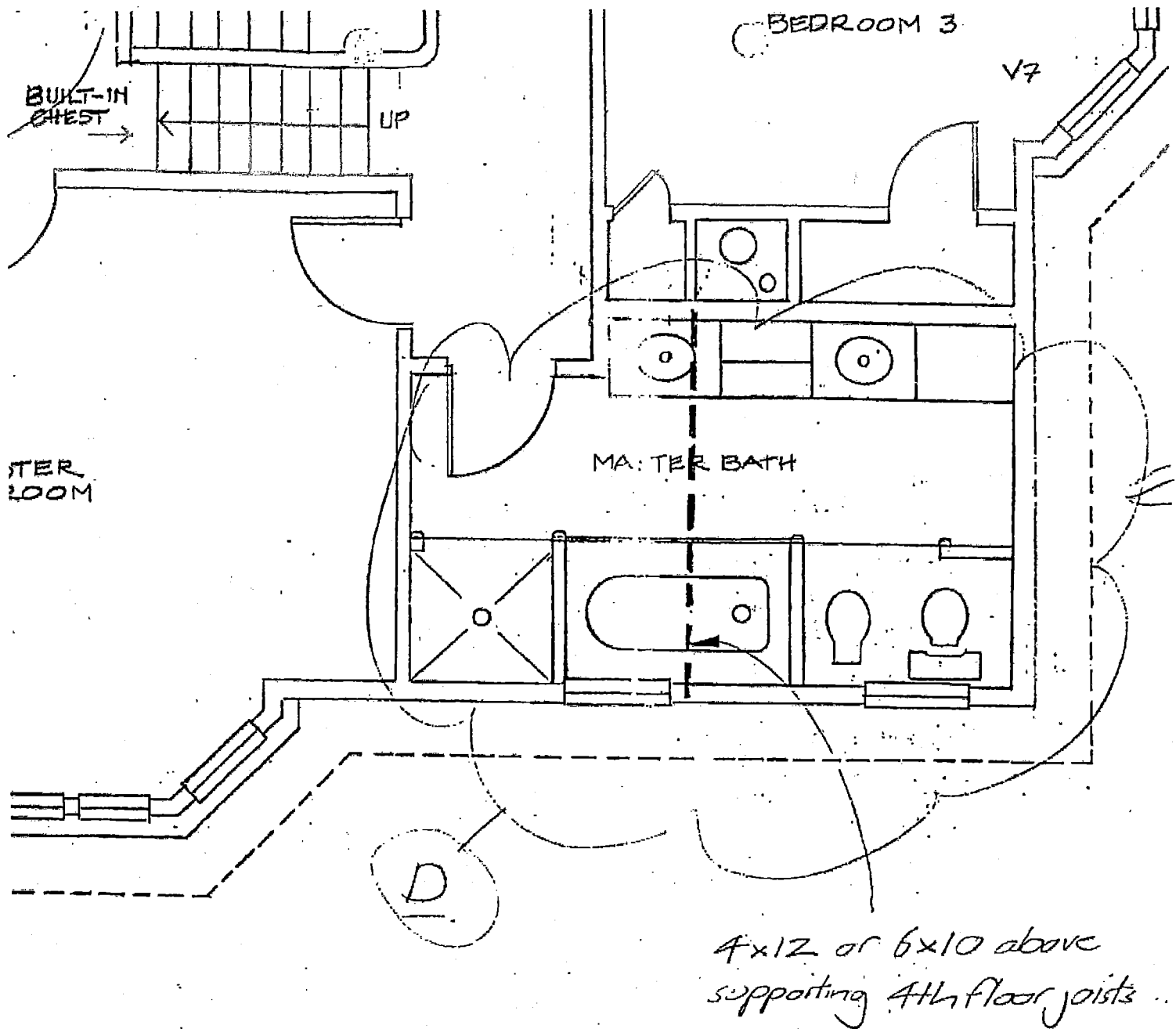
CHECK 2-2x4(CR)

$$Re/d = 30 > K = 22.0$$

$$F_u = 967 \text{ psi}, f_u = 225 \text{ psi} < F_u - \text{OK.}$$

Use 2-2x4 (CR) w/ 16d @ 6" O.C.  
(5x4(CR) OR 4x4(CR))





THIRD FLOOR

DOOR PROPOSAL

0"

## LATERAL ANALYSIS

SHEAR WALLS TO BE REARRANGED ARE IN THE E-W DIRECTION AND THUS WE SHALL LIMIT OUR ANALYSIS TO THAT DIRECTION. ULTIMATELY WIND & SEISMIC FORCES SHALL BE COMPARED FOR THE 2ND FLOOR SHEAR WALLS. REFER TO DC-3 FOR GENERAL LOADS + DIMS.

## WIND

$$P = 0.05 \times 1.3 \times 12.6 \times 1.0 = 13.9 \text{ psf}$$

$$V_{WD} = 13.9 [(46+4)(10+12) + 46(12/2)] = 1126 \# \quad \text{GOVERNS}$$

## SEISMIC

$$W_{ROOF} = 1810 (20+5) = 42250 \#$$

$$W_{4TH} = " ( " ) = 42250 \#$$

$$W_{3RD} = 1900 ( " ) = 47500 \#$$

$$W_{2ND} = " ( " ) = 47500 \#$$

$$W_{1ST} = " ( 5 ) = 9500 \#$$

$$\underline{189000 \#}$$

LATERAL DISTRIBUTION OF SEISMIC FORCES DUE TO THE STRUCTURE'S DL						
LEVEL	W <sub>i</sub> (kip)	H <sub>i</sub> (ft)	W <sub>i</sub> x H <sub>i</sub> (k-ft)	F <sub>i</sub> /V <sub>base</sub>	F <sub>i</sub> (#)	V <sub>i</sub> (#)
ROOF	42.3	44.0	1859	0.39	7515	
4TH	42.3	34.0	1437	0.30	5807	7515
3RD	47.5	22.0	1045	0.22	4224	13322
2ND	47.5	10.0	475	0.10	1920	17547
1ST	9.5	0.0	0	0.00	0	19467
TOTAL	189.0		4816	1.00	19467	

$$V_{base} = 0.103 \times W_d = 19467.0 \quad (\#)$$

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Project no. 95142.11By M.A.Date 11/9/96Project 1772 Valley

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Sheet 12 of \_\_\_\_\_LATERAL ANALYSISSHEAR WALL SCHEDULE

WALL	LENGTH (ft)	SHEAR (lb)	$v'$ (#/ft)	$v'_{FE}$
I, II & III	55.65 + 5.0	(5146) 19126	122	①
IV	10	(9146) "	374	②

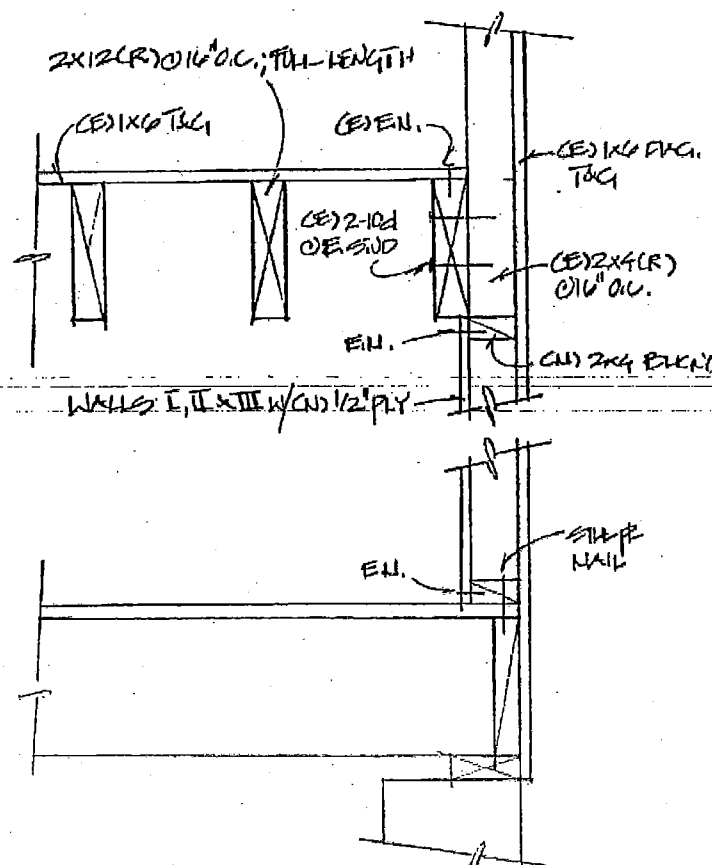
①  $1/2"$  PLY W/  $8 \times 16"$  O.C. (E) &  $12"$  O.C. (F);  $0.75(280) = 210$  PLF② " " "  $3"$  " " &  $12"$  " " ;  $0.75(550) = 413$  "SHEAR TRANSFER1. WALLS I, II & III- (E) 1x6 PLY. SHEATHING IS GOOD FOR  
300 #/ft  $\Delta$  REQD. = 122 #/ft- (E) 2x12(R) F.I. ACTS AS THE  
CHORD / COLLECTOR

- ADD 2x4 BRG W/ EN. @ (W) PLY

- SILL PLATE NAILS SPACING 16"

$$S = (13000) / (122)(12)$$

$$= 14"$$

-  $1/4"$  16d @ 8" O.C.

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Project no. 95142.11

By M.A.

Date 11/19/90

Project 1772 VALVE 10

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Sheet 13 of

## LATERAL ANALYSIS

### SHEAR TRACTER

#### 2. WALL IS

EN. @ CE) 1X SHEATHING, ABOVE:

FULL LENGTH OF JOISTS ACTING AS COLLECTOR = 36'

EN. TO TRACTER =  $(9/16) \times 19126 / 36 = 104 \text{ #}$

USING 10d EN.  $\therefore \text{SPACING} = 13(94) / 104 = 14"$

USE 10d @ 12" O.C. FULL LENGTH OF JOIST

#### L30 SIMPSON

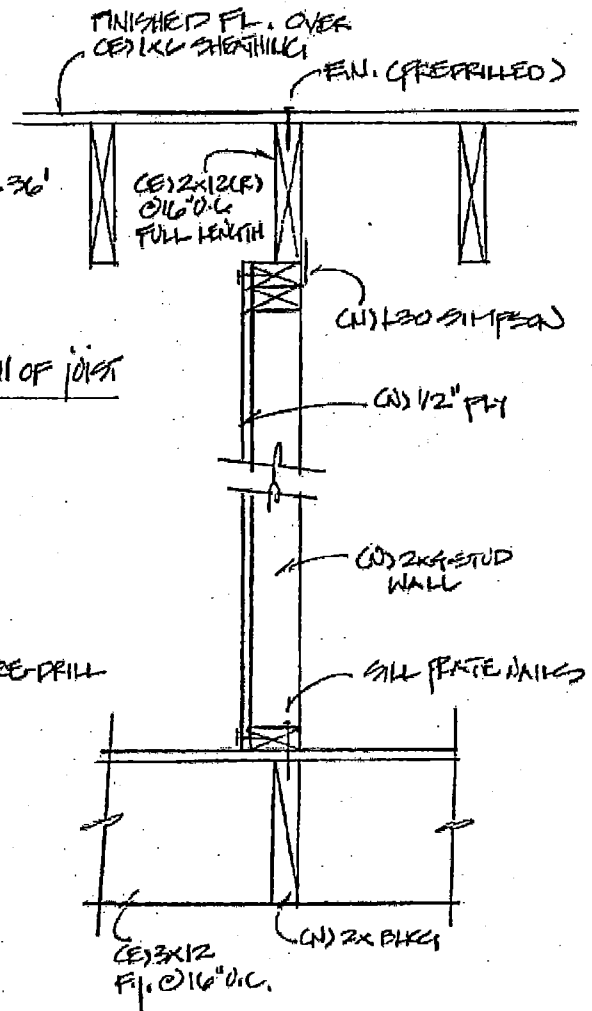
SPACING =  $220(15) / 374 = 9"$

USE SIMPSON L30 @ 8" O.C. (PRE-DRILL INTO CE) JOIST)

SILL PLATE NAILS - 16d

SPACING =  $13(100) / 374 = 3"$

USE 16d @ 4" O.C. (SPACING)





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Project 1772 VALLEY

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Sheet 16 of

LATERAL ANALYSISOVERTURNING1. WALLS I, II & III

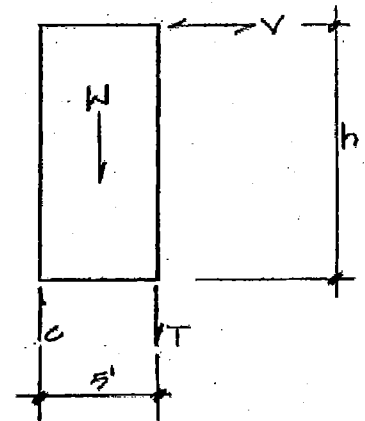
$$L_{MIN} = 5.0', h = 12 - 1 = 11'$$

$$V = 9(22) = 610 \#$$

$$W = 5[(12+12+10)(11) + 15(20)](2/3) = 2247 \#$$

$$T = [610(11) - 2247(5/12)] / 5 = 220 \# - O.K.$$

$$C = 1966 \# - O.K.$$

2. WALLS IV

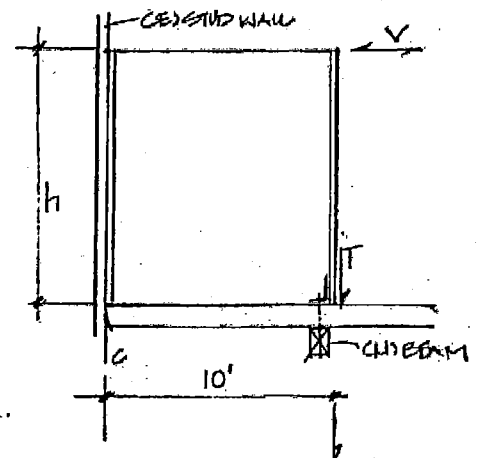
$$L = 10', h = 11'$$

$$V = (9/40)(19126) = 3742 \#$$

$$W = 10(11)(11) = 1210 \#(2/3) = 807 \#$$

$$C = 3713 \#$$

$$T = 4520 \#$$

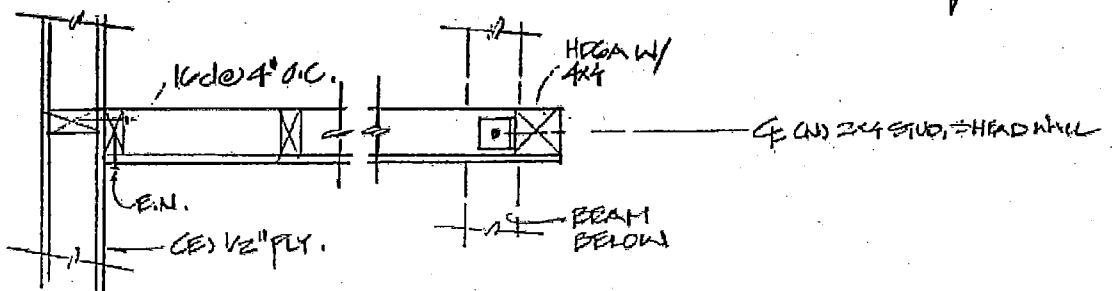


USE SIMPSON HOGA W/ 4x4 POST TO BEAM BELOW

$$CAP. = 5100(0.75) = 3825 \# > 3713 - O.K.$$

USE 1/2" @ 4" O.C. (SINK + PREPILL) TO CE STUD

$$CAP. = 100(1.3)(12/4)(11) = 4633 \# > 4520 - O.K.$$



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Project no. 9542.11Project 1772 VALLEYBy M. A. C.

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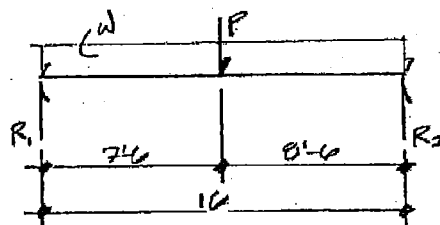
Date 11/19/96Sheet 16 of 17LATERAL ANALYSISOVERTURNING2. WALL IV - CONTINUEDBEAM F2 BELOW -  $L = 16'$  (SEE SH. VS.)

$$P_1 = 4250 \text{ #}, \quad P_1 = 3713 \text{ #}$$

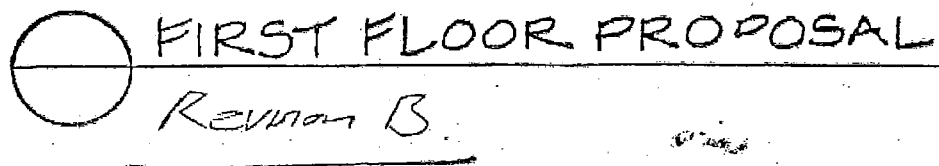
$$W = 60(1333) = 80 \text{ PH}$$

$$M = 11405 \text{ #-1}$$

$$R_{\text{MAX}} = 2810 \text{ #}$$



THIS BEAM IS SIMILAR TO LOADING TO BEAM F2  
SHOWN ON SH. VS. USE THE SAME BEAM





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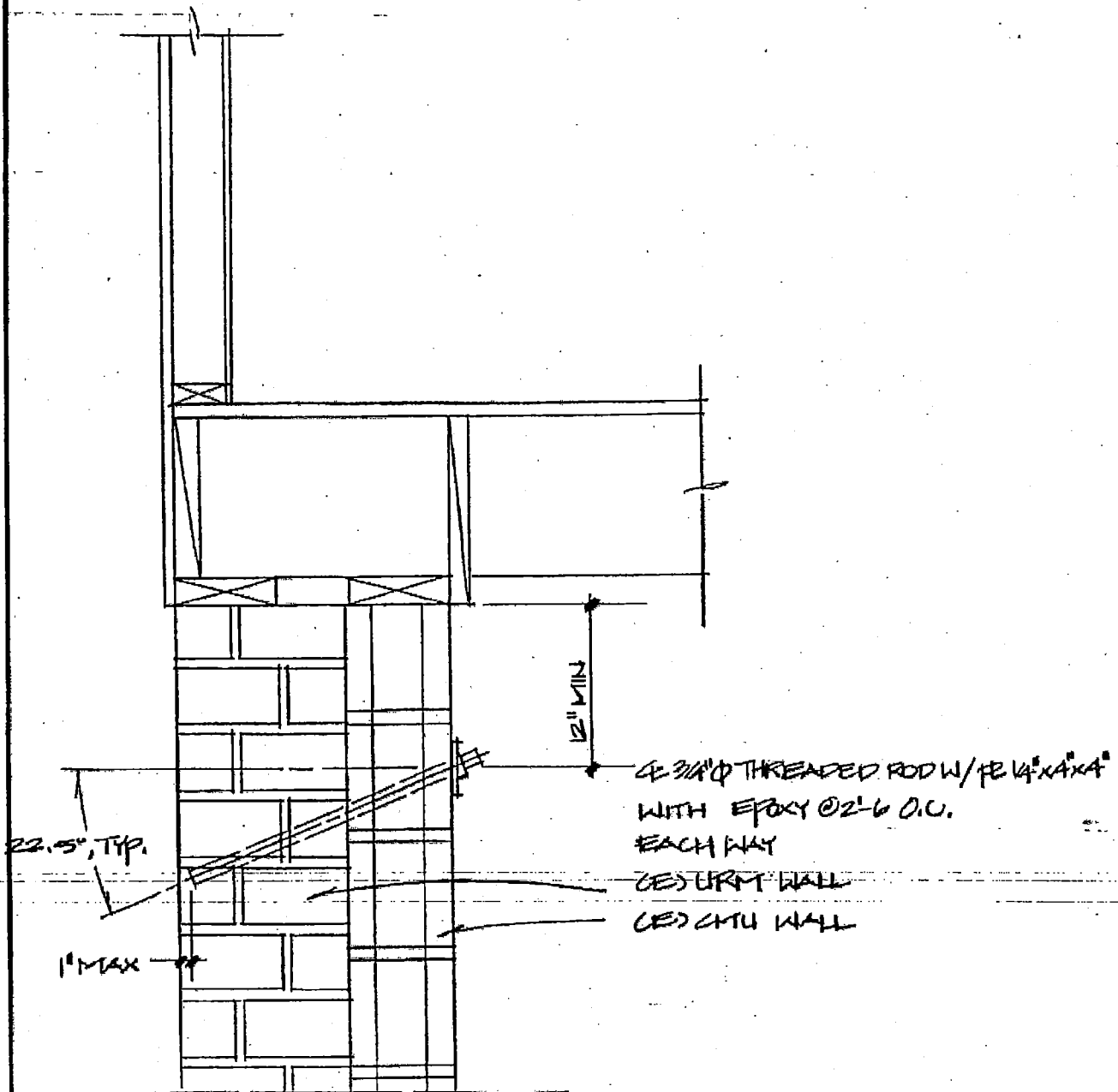
Project 1772 VANEJO

By M.C.

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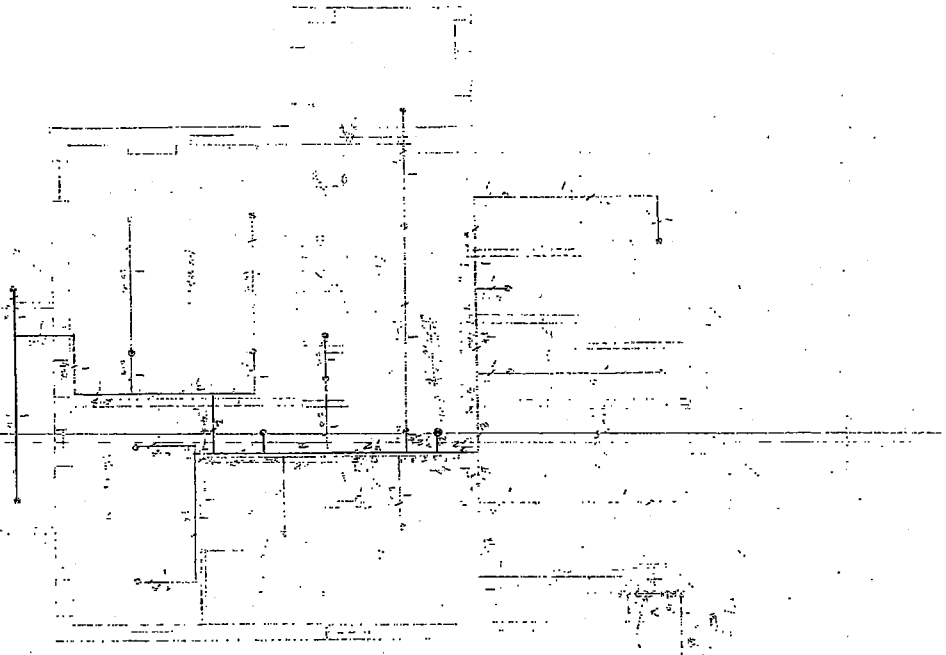
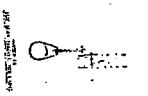
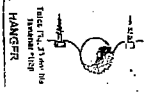
Date 11-19-96

Sheet LS of LS



**FIRE SPRINKLER PIPING PLAN PREPARED BY GUCHO PLUMBING AND FIRE SPRINKLER  
MARCH 1996  
4 PAGES**

Fire sprinkler plan for basement, first, second, and third floors of the house.

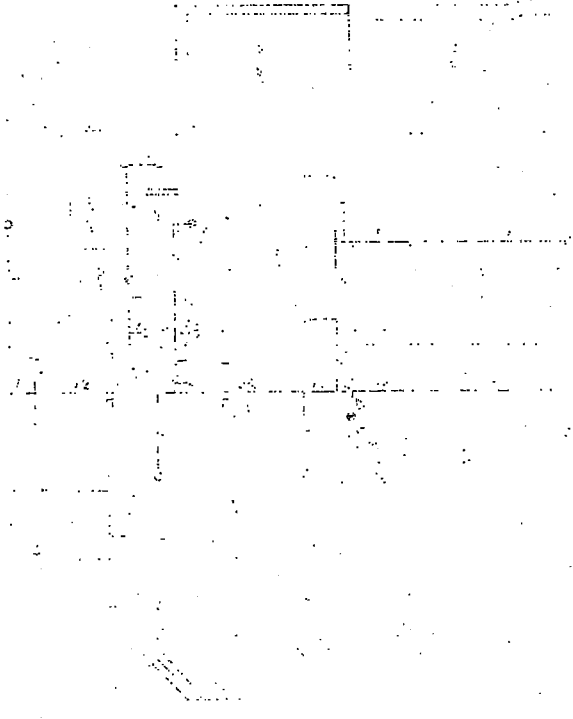


- GENERAL NOTES:
1. FOR INFORMATIONAL PURPOSES ONLY.
  2. THE SYSTEM IS DESIGNED TO PROTECT THE BUILDING FROM FIRE.
  3. THE SYSTEM IS DESIGNED TO PROTECT THE BUILDING FROM FIRE.
  4. THE SYSTEM IS DESIGNED TO PROTECT THE BUILDING FROM FIRE.
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  12. THE SYSTEM IS DESIGNED TO PROTECT THE BUILDING FROM FIRE.
  13. THE SYSTEM IS DESIGNED TO PROTECT THE BUILDING FROM FIRE.
  14. THE SYSTEM IS DESIGNED TO PROTECT THE BUILDING FROM FIRE.
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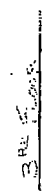
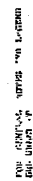
- LEGEND:
- 1. FIRE ALARM CONTROL PANEL
  - 2. FIRE ALARM BELL
  - 3. FIRE ALARM PULL STATION
  - 4. FIRE ALARM WIRE
  - 5. FIRE ALARM WIRE
  - 6. FIRE ALARM WIRE
  - 7. FIRE ALARM WIRE
  - 8. FIRE ALARM WIRE
  - 9. FIRE ALARM WIRE
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  - 14. FIRE ALARM WIRE
  - 15. FIRE ALARM WIRE



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FOR INFORMATIONAL PURPOSES ONLY.



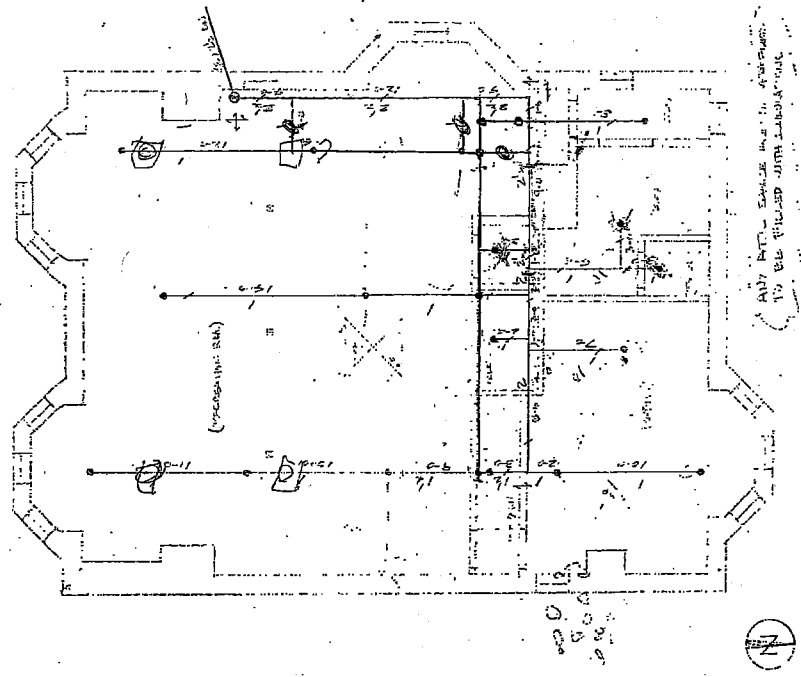
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DATE	11/1/52
BY	W. J. G.
CHKD	
APP'D	

PROJ. NO. 1000  
1772 WILLIAM STREET  
SOUTH B. CHICAGO, ILL.  
JAN. 1952

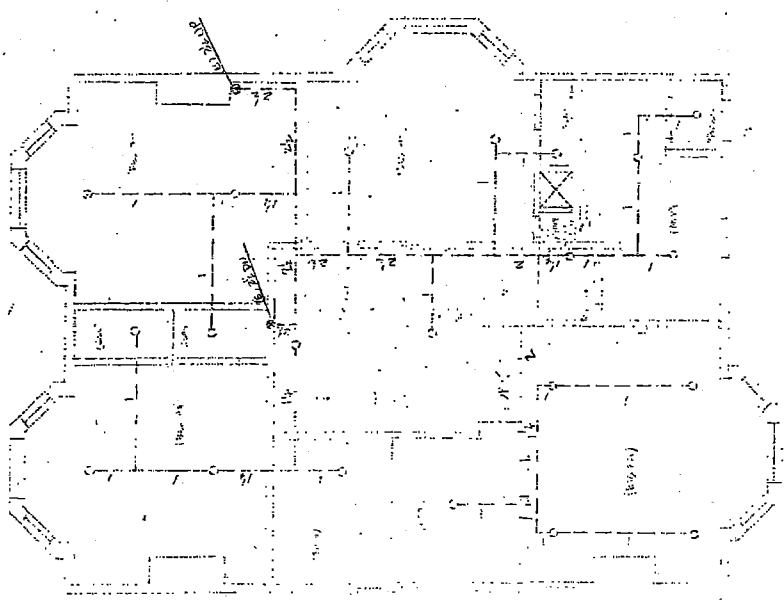
ENGINEERING AND ARCHITECTURE  
1772 WILLIAM STREET  
SOUTH B. CHICAGO, ILL.

PIPE SPRINKLER PILING PLAN



FOR GENERAL NOTES AND LEGEND  
SEE SHEET 1001

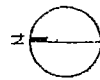
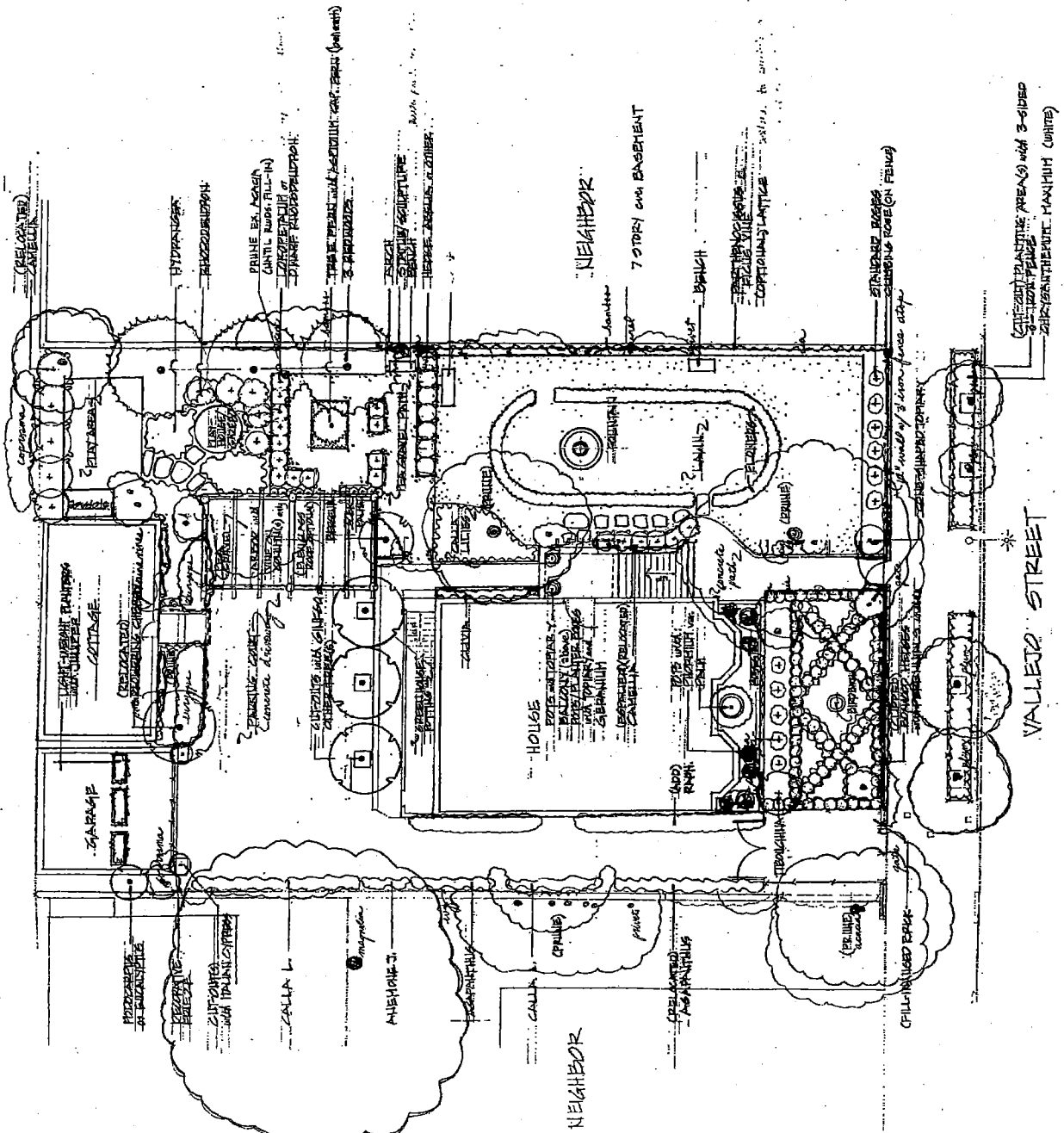
DATE 11/1/52  
BY W. J. G.



3rd Floor

**LANDSCAPE PLAN FOR BURR HOUSE  
PREPARED BY STEPHEN MARCUS LANDSCAPE COMPANY  
MARCH 1996  
1 PAGE**

Landscape plan of the Burr House property. Note planting plan was not fully implemented, including arbor, playhouse/gazebo, and flowers around fountain. The drawing does show existing trees at perimeter of property and two large trees at center of property near house. Hardscape features such as concrete driveway, parking court, and pathways are existing.



SCALE: 1/8" = 1'-0"

GARDEN MASTER PLAN  
 BAXTER RESIDENCE  
 1772 VALLEJO STREET  
 SAN FRANCISCO, CALIFORNIA 94106  
 PREPARED BY  
 1-21-96  
 6-14-96



STEPHEN MARCUS  
 LANDSCAPE COMPANY  
 1550 CALIFORNIA STREET  
 SAN FRANCISCO, CALIFORNIA 94109  
 (415) 774-1111



## **APPENDIX 4: CONTRACTOR PROPOSALS**

**PROPOSAL TO PROVIDE STRUCTURAL EVALUATION AND RENOVATION OF BURR HOUSE  
PREPARED BY DEGENKOLB ENGINEERS  
APRIL 8, 2013  
11 PAGES**

Degenkolb Engineers prepared a proposal to evaluate existing structural condition of the house and recommend and implement structural work to foundation and other areas of house to ensure seismic safety. Note that scope of work is only an estimation and work has not yet been contracted by owner.



San Francisco  
Los Angeles  
Portland  
Oakland  
San Diego  
Seattle

April 8, 2013

Mr. John Moran  
608 48th Ave.  
San Francisco, California 94121

Reference: **Historic Burr Mansion/Moran Residence  
Evaluation and Renovation  
1772 Vallejo Street, San Francisco, California  
[Degenkolb Job Number B3661011.00]**

Dear John:

We are pleased to present this proposal to provide structural engineering services related to the structural evaluation and renovation, including Mills Act application support, for your residence at 1772 Vallejo Street in San Francisco, California.

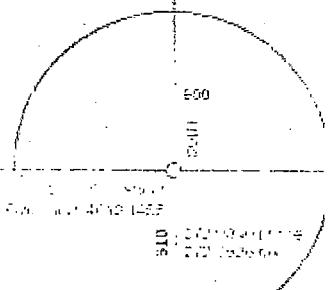
This evaluation is voluntary and being performed at your request and is not being conducted to comply with any ordinance or code requirements. We understand from our discussions with you that the work is likely to occur in phases over a ten year period, and we have itemized the proposal based on the following scope of work.

#### **Building Description/Scope of Work**

The residence at 1772 Vallejo Street was built around 1875 by former San Francisco mayor Ephraim Burr, and is a registered historic landmark. It is a 4-story Italianate house with 3 stories of traditional light framed timber construction over a 1-story of unreinforced masonry (URM). The house is supported on an unreinforced brick foundation. Based on typical construction methods for this vintage of construction, we expect that the URM basement walls simply bear on the brick foundations. Concrete masonry unit (CMU) shear walls were added to the basement during a remodel in 1975. Further rehabilitation work was performed in 1996, which tied the basement CMU walls to the existing URM walls with epoxy dowels.

Other structures located on the property include a guesthouse cottage, freestanding two-car garage, and site retaining wall located on the western property line. This proposal is focused on the main house and does not include any scope related to these other structures.

Degenkolb Engineers





April 9, 2012

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We have organized our effort into four primary tasks portions and propose the following scope of work:

1) Task 1- Preliminary Structural Review:

- a. One site visit to observe the existing condition of the building and supplement the document review. Note this visit was already conducted on March 5, 2013.
- b. Review the structural drawings and calculations, provided by the owner, to supplement the site visit.
- c. Make a second site visit to identify locations for URM testing and to observe brick foundations exposed in localized areas.
- d. Review testing agency reports
- e. Provide a written memo summarizing the results of the URM testing, the construction of the foundations and recommendations for further seismic improvements in conjunctions with the Mills Act Application being prepared by Chattel Architects.

2) Task 2 -Shear Wall Removal at Kitchen/Dining area

- a. Evaluate the impacts of the removal of an existing shear wall between the kitchen and dining room. This wall was sheathed with plywood during the 1975 retrofit. Should wall strengthening or other shear walls be needed, we will follow up with an additional scope of work and additional fees.
- b. Coordinate with architect and owner to determine appropriate size of new wall opening, design wall header and possible first floor strengthening, if required, at ends of new opening.
- c. Submit construction documents to City of San Francisco for Agency Review
- d. Construction Administration including 1 site observation and response to Requests for Information (RFI's) from the contractor. Assumed 4 hours of engineering time to respond to RFI's.

3) Task 3 -URM Chimney Removal

- a. Site visit to review framing conditions around existing chimney at each level. This will require localized removal of ceiling around the chimney.
- b. Develop details for infill of the roof, and floors where the chimney is removed.
- c. Submit construction documents to City of San Francisco for Agency Review
- d. Construction Administration including 1 site observation (assumed to occur at the same time as Task 2 CA site observation) and response to Requests for Information (RFI's) from the contractor. Assumed 4 hours of engineering time in responding to RFI's.



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4) Task 4a –Foundation Evaluation

- a. Evaluate existing unreinforced brick foundation for seismic loading using the historic building code.
- b. Develop conceptual strengthening details using reinforced concrete.
- c. Prepare report summarizing evaluation findings to serve as the basis for retrofit/construction documents in Phase 2 (see below).

5) Task 4b –URM Lower Level Wall Evaluation

- a. Evaluate existing URM lower level walls for seismic loading using the historic building code.
- b. Develop conceptual strengthening details to address URM out of plane weakness.
- c. Prepare report summarizing evaluation findings to serve as the basis for retrofit/construction documents in Phase 2 (see below).

**Personnel**

Erik Kneer will serve as the Project Manager. Holly Razzano will serve as the Project Advisor and is available to assist you and to answer any questions if Erik is not available.

**Compensation**

We propose to perform the work on a fixed fee basis in accordance with the attached *Structural Engineering Services, General Conditions and Compensation*. The breakdown of our fee by task is listed below.

Task	Amount
Task 1 – Preliminary Structural Review	\$3,500
Task 2 – Kitchen-Dining Shear wall Removal	\$3,500
Task 3 – URM Chimney Removal	\$4,500
Task 4 – URM Foundation and Lower Level Wall Evaluation	\$8,000
Total	\$19,500

We recommend that you budget an additional \$5000 for engineering fees to address unforeseen or hidden conditions that may arise during the design and construction, which is very common for these old historic structures.



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### **Additional Services Available Upon Request**

In addition to the basic scope of work, we understand there are some additional long term projects you are considering. We have outlined our understanding of these projects and provided rough order magnitude costs for planning purposes.

1. Phase 2 - URM Lower Level Walls and Foundation Strengthening
  - a. Prepare retrofit construction documents for the strengthening of the lower level walls and foundation based on the findings of the previously completed seismic evaluation. Approximate structural fee including design and construction administration may vary between \$7,500-\$15,000 depending on the scope of strengthening required.
2. Carport/Deck Extension Design
  - a. Design addition/remodel of back deck off of kitchen to serve as carport space. Approximate structural fee may vary between \$5,000-\$10,000, depending on the scope of the addition.
3. Remodel Master Bathroom
  - a. Evaluate modifications to existing walls for master bathroom remodel. Approximate structural fee may vary between \$2,000-\$5,000, depending on whether the remodel impacts existing bearing or shear walls.
4. Cottage House Improvements
  - a. During site visit on 3/5/13, we observed degrading mortar in the unreinforced brick foundations of the existing cottage house that will continue to deteriorate and may pose a life-safety concern under strong ground shaking. Approximate structural fee to provide strengthening recommendations would be on the order of \$2000.

### **Assumptions**

This proposal is based on the following assumptions:

1. The structural evaluations and recommendations included in this proposal will be based on available information at the time the work is performed. Hidden conditions that are uncovered during construction that change the basis of our design will require additional engineering services.
2. Degenkolb does not provide material testing services. We are happy to recommend material testing agencies to you for this project. Or if you'd prefer, we can bring a testing lab onto the project as a sub-consultant. Material testing costs have not been included in this proposal.
3. A full building seismic evaluation per the IEBC and ASCE 31/41 standards will not be required as part of the Mills Act application



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4. Evaluation of non-structural and geotechnical hazards are not included as part of this scope.
5. City of San Francisco requires a minimum size sheet of 11x17. To reduce costs, we propose to produce the construction documents with hand sketches and recommend an 11x17 sheet format.
6. Partial plans and repair details will be delivered in sketch format to be included as needed with the Mills Act Application documentation provided by Chattel Architects

Thank you for the opportunity to assist you. We are available to begin work immediately upon receiving written authorization. If this proposal is acceptable, please return one signed copy for our records. Should you have any questions or need further information, please do not hesitate to call.

Very truly yours,

DEGENKOLB ENGINEERS

A handwritten signature in black ink, appearing to read "Erik C. Kneer".

Erik C. Kneer  
Associate Principal, S.E. 5252

A handwritten signature in black ink, appearing to read "Holly J. Razzano".

Holly J. Razzano  
Principal, S.E. 4107

ACCEPTED:

JOHN MORAN

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

DATE: \_\_\_\_\_

PURCHASE ORDER OR  
REFERENCE NUMBER: \_\_\_\_\_

This proposal is valid for 60 days. Please advise us immediately if an extension is necessary.



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Page 1

## **STRUCTURAL ENGINEERING SERVICES General Conditions and Compensation**

Structural engineering services include structural designs, consulting, evaluations, research, and preparation of reports. The scope of these services is defined in the Letter of Agreement for each project. For new building design projects, our basic services are further outlined in the document entitled *Supplement A, Structural Engineering Design Services—Scope of Services*.

### **GENERAL CONDITIONS**

#### **1. Instruments of Service**

All reports, plans, specifications, field data, calculations, tracings, hand or computer-generated drawings, special masters, and other documents, including all documents and files on electronic media, prepared by Degenkolb pursuant to this Agreement are instruments of professional service intended for one-time use in conjunction with the Project. They are and shall remain the property of Degenkolb. Any modification or reuse without the written approval by Degenkolb is prohibited.

#### **2. Standard of Care**

Degenkolb services are performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession under similar circumstances at the time the services are performed in the locality of the project. No warranty or representation, either expressed or implied, is included or intended in Degenkolb's proposals, contracts, designs, documents, opinions, or reports. Degenkolb shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations and laws in effect as of the date of execution of this Agreement.

#### **3. Defects in Service**

The Client shall promptly report to Degenkolb any defects or suspected defects in Degenkolb's work or services of which the Client becomes aware, so that Degenkolb may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all Contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's Contractors or subcontractors to notify Degenkolb, shall relieve Degenkolb of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

#### **4. Opinions of Probable Construction Cost**

Degenkolb's opinions of probable construction costs represent Degenkolb's best judgment as professionals generally familiar with the construction industry. However, since Degenkolb has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market or negotiating conditions, Degenkolb cannot and does not warrant or represent that proposals, bids or actual construction cost will not vary from provided opinions of probable construction cost. Degenkolb will consider design work required to align Contractor bid prices with the Client's Project budget as extra services.

#### **5. Betterment**

If, due to Degenkolb's error, any required item or component of the Project is omitted from Degenkolb's construction documents, Degenkolb shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Degenkolb be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

#### **6. Risk Allocation**

In recognition of the relative risks, rewards and benefits of the Project to both the Client and Degenkolb, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Degenkolb's total liability to the Client, and anyone claiming by, under, or through the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this Agreement and the performance thereunder, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of compensation paid to Degenkolb under this Agreement (whichever is greater). Such claims and causes include, but are not limited to Degenkolb's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Further, the Client agrees to notify any Contractor or sub-contractor who may perform work in connection with any design, report, or study prepared by Degenkolb of such limitation of liability for design defects, errors, omissions or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against Degenkolb.





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In the event that Client does not agree to limit Degenkolb's liability to this sum, Degenkolb shall waive this limitation upon the Client's request provided that (1) the Client pays an additional consideration of 5% of Degenkolb's total fee or \$500, whichever is greater, and (2) at least \$500 of such payment is paid within 30 days of the Degenkolb proposal or the day Degenkolb commences performance of services, whichever is later.

In the event the Client makes a claim against Degenkolb, at law or otherwise, for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by Degenkolb in defending itself against the claim.

**7. Indemnification**

The Client waives any claim against Degenkolb, and shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with Degenkolb's services under this Agreement, except where such claim or liability is caused by the sole negligence or willful misconduct of Degenkolb.

The Client also shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client.

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by Degenkolb's sole or gross negligence or Degenkolb's willful misconduct.

**8. Information Provided by Client**

Degenkolb shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to Degenkolb such information as is available to the Client and the Client's consultants and contractors, and Degenkolb shall be entitled to rely upon the accuracy and the completeness thereof.

The Client recognizes that it is impossible for Degenkolb to assure the accuracy of such information, either because it is impossible to verify, because of defects in or unknown changes to the original or subsequent construction, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with errors, omissions or inaccuracies in documents or other information provided by the Client to Degenkolb.

**9. Hidden Conditions**

When advised or requested by Degenkolb, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Client shall pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition.

If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Degenkolb has no knowledge that such a condition exists, the Client shall be responsible for all risks associated with this condition, and Degenkolb shall not be responsible for the existing condition, nor any resulting damages to persons or property.

**10. Additional Services**

Unless otherwise provided for elsewhere in the Agreement, where services beyond those agreed upon by Degenkolb are required or desired, and such additional services are not caused by Degenkolb's negligence, Degenkolb and Client agree to negotiate in good faith the terms upon which such additional services are to be provided. Degenkolb has no obligation to perform such additional services in the absence of an agreement related thereto.

**11. Toxic and Hazardous Substances**

Degenkolb and its subconsultants and agents shall have no responsibility for the discovery, presence, handling, removal of or exposure of persons to hazardous materials in any form at the Project site including, but not limited to asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances.



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In the event that Degenkolb or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Degenkolb's services, Degenkolb may, at its option and without liability for consequential or any other damages, suspend services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

The Client also shall defend, indemnify and hold harmless Degenkolb, Degenkolb's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the presence, discharge, release or escape of asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances at or in the vicinity of the job site.

**12. Peer Review Services**

Where the Client employs Degenkolb for peer review services, it shall not be construed that Degenkolb, through such services, is supplanting or joining with the Structural Engineer of Record in his or her professional responsibility for the design of the structural portion of the Project under review.

Project peer review services performed by Degenkolb are not to be interpreted as a check of any nonstructural provisions of the applicable building code or codes. They are not a check of general requirements, such as Use Group or Type of Construction, a check of life-safety or fire protection requirements or a check of any code provisions, other than those concerning the stability and integrity of the primary structural system. No attempt will be made to verify dimensions, except to the extent necessary to review the adequacy of a particular structural component.

**13. Job Site Safety**

Neither the professional activities of Degenkolb, nor the presence of Degenkolb's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and any health or safety precautions required by any regulatory agencies.

Degenkolb shall have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

The Client also agrees that Degenkolb and Degenkolb's subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy. Furthermore, such insurance obtained by the General Contractor for the benefit of Degenkolb shall be primary to any other insurance purchased by Degenkolb. The obligation to indemnify is independent of the General Contractor's obligation to obtain insurance for the benefit of Degenkolb.

**14. Right of Entry**

The Client shall provide for Degenkolb's right to enter the property owned by the Client and/or others in order for Degenkolb to fulfill the Scope of Services included hereunder.

**15. Project Representatives**

The Client shall designate representatives who are authorized to make all decisions on the Client's behalf. The Client shall furnish a revised listing to Degenkolb when any changes affecting this listing are made.

**16. Delays**

Degenkolb is not responsible for delays caused by factors beyond the firm's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Degenkolb's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Degenkolb's reasonable control occur, the Client agrees that Degenkolb is not responsible for damages, nor shall Degenkolb be deemed to be in default of this Agreement.

**17. Assignment and Subconsultants**



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Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph, however, shall prevent Degenkolb from employing such independent consultants, associates, subcontractors and subconsultants (collectively 'subconsultants') as Degenkolb, in its sole discretion, may deem appropriate to assist in the performance of services hereunder. Degenkolb shall be responsible for appropriately paying its subconsultants and Degenkolb may bill Client (subject to any agreed upon limits) for the services performed by Degenkolb's subconsultants at the rates billed for services performed by Degenkolb employees performing similar services on this or other projects.

**18. Dispute Resolution**

In an effort to resolve any conflicts that arise during or following the completion of the Project, Degenkolb and Client agree that, prior to any litigation, all claims, counterclaims, disputes and other matters in question between the parties hereto, arising out of or relating to this Agreement or breach thereof, will be submitted to non-binding mediation under the auspices of a mutually agreeable mediation unless the parties mutually agree otherwise. Client and Degenkolb further agree to include the foregoing provision in any and all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to likewise include said provisions in any and all Agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

**19. Termination of Services**

This Agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Degenkolb for all services rendered to the date of termination, including all reimbursable expenses, and termination expenses.

**20. Transfer of Electronic Files**

Unless the parties to this Agreement agree otherwise, the following terms shall apply to instances where Degenkolb electronically transfers files (e.g., via the internet; via compact disk, through an FTP site, etc) to the Client or on behalf of the Client: These files are not contract documents and may be subject to manipulation beyond the control of Degenkolb. Therefore, Degenkolb cannot verify that the files accurately or completely reflect actual construction or field conditions. In the event that a conflict arises between the signed/certified contract documents prepared by Degenkolb and the electronic files, the signed/certified contract documents shall govern. Client is responsible to determine if any conflicts exist. Any modification of the electronic files, or reuse on another project, by or through Client will be at the Client's sole risk and without liability or legal exposure to Degenkolb.

**21. Third Party Beneficiaries**

This Agreement is solely for the benefit of Degenkolb and Client and not for any other person or entity. To the extent that any other person or entity, including but not limited to the General Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by Degenkolb pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Degenkolb or Client.

**22. Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any claim or controversy arising out of or in any way related to this Agreement or the performance thereunder shall be litigated in a court of competent jurisdiction in the State of California.

**23. Miscellaneous**

If any portion of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in effect and be enforced.

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Agreement or any part thereof to be drafted.

The titles used in this Agreement are for general reference only and are not part of the Agreement.



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#### COMPENSATION

Compensation for engineering services shall be adequate to permit the proper fulfillment of Degenkolb's obligation to the Client and to the public. Unless stated otherwise in the Letter of agreement between Degenkolb and the Client, the compensation for our services will be billed to the Client on an hourly basis for each employee's time in accordance with the attached schedule of hourly rates. Our hourly rate schedule is subject to change upon notification. Time spent in traveling, when in the interest of the Project, will be charged to the Client. Direct non-salary expenses (reimbursable expenses) will be charged in addition to the hourly charges at cost, plus 10%.

Reimbursable expenses include, but are not limited to: (1) Travel and subsistence when away from the home office on Project business. (2) Identifiable communication expenses and postage other than for general correspondence. (3) Plan check, permit and inspection fees required by governing bodies. (4) Photographic services. (5) Identifiable printing and reproduction costs applicable to the Project. (6) Subcontracted services.

#### PAYMENTS ON ACCOUNT

Invoices will be prepared in accordance with Degenkolb's standard invoicing practices and will be submitted to Client, at Degenkolb's option, either upon completion of any phase or on a monthly basis. Invoices are due and payable on receipt.

Unpaid Invoices: If Client fails to make any payment due Degenkolb for services and expenses within thirty days after receipt of Degenkolb's invoice therefor, the amounts due Degenkolb will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, Degenkolb may, after giving seven days written notice to Client, suspend services (which may include but is not limited to the withholding of all work product and instruments of service) under this Agreement until Degenkolb has been paid in full all amounts due for services, expenses and charges. Degenkolb shall have no liability to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only the portion so contested may be withheld from payment, and the undisputed portion will be paid. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

Any inquiry or question concerning the substance or content of an invoice shall be submitted to Degenkolb in writing within ten days of receipt of the invoice. A failure to notify Degenkolb within this period shall constitute an acknowledgment that the service has been provided.

Payment upon Termination: In the event of termination, the Client shall pay Degenkolb for all services rendered by Degenkolb and Degenkolb's subconsultants through the date of termination, including all reimbursable expenses and termination expenses.



The following Degenkolb Engineers' personnel are licensed by the  
California Board for Professional Engineers and Land Surveyors  
(Effective September 28, 2012)

<i>Employee</i>	<i>California CE License #</i>	<i>California SE License #</i>	<i>Employee</i>	<i>California CE License #</i>	<i>California SE License #</i>
Allen, Michael G.	65045	5414	Kalsi, Kamalpreet	77500	.
Ash, Cale R.	68913	5305	Karim, Zubaid	29885	2306
Azofeifa, Adam	77715	.	Kayir, Hulya	73521	5727
Ballantyne, Donald	34088	.	Kim, Insung	77087	.
Bansal, Anuj	53916	4583	Kneer, Erik	66230	5252
Barnard, Matthew P.	65063	5087	Leuenberger, John F.	65293	5016
Bartoletti, Stacy J.	53922	4293	Liu, James	63776	4935
Beyer, Darren	77851	.	Love, Jay	35034	2806
Bindrich, Bryan	77850	.	Low, Wayne A.	55830	4463
Blaisdell, Mary Lisbeth	72770	5644	Lumbard, Devon	71487	5552
Bonneville, David R.	27717	2355	Malley, James O.	38451	3044
Braund, Michael	71576	5569	Mazzotta, Guy	77832	.
Brown, Wayne	77118	.	Mester, Matthew J.	73115	5687
Callister, Jeremy	72779	5646	Mitchell, Carrie E.	57853	4558
Celestino, Alvaro	71948	5580	Mora, Christopher	67584	5225
Chen, Yu-Ning	73279	5706	Nacamuli, Adrian	62486	4857
Chiewanichakorn, Methee	72776	5645	Nelson, Timothy A.	75415	.
Chung, Ngai Chi	79275	.	Newell, James	76286	.
Closs, Chad	75942	.	Parra, Roger	57543	4510
Coffaro, Kate	78474	.	Pekelnicky, Robert G.	64989	5083
Comber, Matthew	75424	.	Poland, Chris D.	27243	2336
Dal Pino, John A.	36332	3114	Pugliesi, Raymond S.	48086	3968
Dashtpeyma, Abdoreza	77726	.	Putman, Christopher	79431	.
Davis, Chris	77645	.	Quaresma, Aaron	67635	5230
DiBarnaba, Brian A.	66500	5202	Razzano, Holly J.	49972	4107
Eggers, Jennifer B.	69544	5583	Roi, Jeffrey S.	73953	.
Everingham, Lisa C.	73268	5704	Sanders, Paul T.	71880	.
Flores Ruiz, Jose	73382	.	Sandoval, Gina	62477	4855
Fougner, Lucie	67787	5262	Scott, Andrew	61655	4809
Franco, Richard	58940	4886	Sinclair, K. Mark	59240	4712
Garza, Omar	71839	5593	Sommer, David	79475	.
Gonzalez, David	64200	5111	Steuck, Kyle	76269	.
Graf, Timothy	68039	5297	Taylor, Chad	70484	5479
Graff, Robert M.	65047	5113	Vickery, Melissa	79100	.
Gross, Jennifer	72755	5724	Wagner, Sarah	77907	.
Gross, L. Shane	65340	5128	Williams, David	79469	.
Hachem, Mahmoud	63201	4933	Williams, Matthew	79237	.
Halle, Jorn E.	47347	3933	Wray, Gordon	68548	5273
Hernandez, Ricardo	61817	4932	Wyllie, Loring A.	17179	1648
Hohener, Sandy	78559	.	Yu, Kent	68958	5420
Hugo-Holman, Adam	75002	.	Zepeda, Daniel	68493	5260
Jhutti, Pardeep	70935	5555			
Johnston, Kirk	59031	4705			
Johnston, Laurie K.	57348	4522			

**PROPOSAL FOR ARCHITECTURAL SERVICES TO REMODEL INTERIOR OF BURR HOUSE  
PREPARED BY GARAVAGLIA ARCHITECTURE  
FEBRUARY 25, 2013  
7 PAGES**

Garavaglia Architecture provided a proposal to remodel the first floor kitchen and dining room and second floor bathroom of the house. Note that scope of work is only an estimation and work has not yet been contracted by owner.



582 MARKET ST. SUITE 1800  
SAN FRANCISCO, CA 94104

T: 415.391.9633  
F: 415.391.9647

[www.garavaglia.com](http://www.garavaglia.com)

25 February 2013

John Moran  
1772 Vallejo Street  
San Francisco, CA 94123

Re: Proposal for Historic Preservation and Architectural Services  
at 1772 Vallejo Street (Burr House,) San Francisco, CA

Dear John:

This proposal addresses the architectural services required to remodel your home at 1772 Vallejo Street in San Francisco (Burr House, SF Landmark #31.) The proposed work includes creating a new opening in the wall between the kitchen and dining room, and remodeling the kitchen at the First Floor. At the Second Floor the work would include remodeling the master bath with a larger shower and a larger tub which may require borrowing space from the adjacent bedroom. In addition you have a desire to have a washer and dryer on the Second Floor in addition to the existing washer and dryer at the Lower Level.

The following list of services has been provided with approximate fee budget amounts. The estimates are based on a "time and materials" method of compensation with a "moderate" level of service. We are proposing that we provide a service level, which helps you through the entire design and construction process. Also this proposal has been developed to utilize a selected contractor's expertise during design and construction to minimize difficulties with construction pricing and to provide value engineering. This proposal excludes any historic review submittal.

The listed fees are estimates from my firm's experience with projects of this type. As you are aware, each project will have its own special requirements. Also, each client has varying needs for personalized services. With this in mind, these estimates may vary depending on a variety of issues such as complexity of final design, number of code requirements applicable to this project, ease of permit submittal, drawing revisions required by permit agencies, etc.

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The work plan and fee proposal are based on the following assumptions:

- A complete written set of design and functional goals by Owner are provided prior to start of design.
- Base drawings will be created in cad format unless existing cad drawings exist.
- All documents regarding previous work on building will be provided by Owner.

#### Scope of Services

This project can be broken down into six phases. This scope of work describes the step-by-step process from the start of the design process to the completion of construction. The phases are as follows:

**Phase 1 - Preliminary Analysis / Code Research / Base Plans**

This phase consists of clarifying design goals, preliminary analysis of proposed scope, design goal review, code research, field investigation, and base plan preparation. The following tasks that typically occur as research are:

- Garavaglia Architecture, Inc. and the Client will appoint one point of contact each for the project.
- Set up project in office
- Design Goal Review - Review of design and functional goals provided in written form by the owner (required prior to starting design). Includes any design sketches developed by Owner
- Code Research - Review of basic planning and building code requirements.
- Field Measurements - A site visit will be conducted for measurements and evaluation of existing conditions pertaining to scope of work.
- Base plans - Dimensions will be gathered in field for use in drafting existing condition electronic floor plan drawings.

The estimated fee for Code Research/Base Plans tasks will be:

\$4,500

**Phase 2 - Schematic Design**

The schematic design phase consists of the following tasks:

- Plan Design - From the information gathered in the investigative phase and based on the written design goals, we will develop one design of the floor plans.
- Interior Elevations - Will be used to guide color and materials along with development of finish details.
- Design Meeting - We request that the building owner come to our office for a review of the initial plan design and to discuss styles and details.
- Owner will be given a list of fixtures and finishes that will need to be selected for the project design and bidding. These selections will allow refined design considerations to be addressed by the owner concurrent with the development of the plans.
- Construction Budget Review - We recommend that a contractor of your choice review the design to refine a construction budget. We will provide them with sketches for budgeting purposes and a simple project description. With the information provided by the contractors you will then be able to make informed decisions about how to proceed.
- Structural Design Review - We will have an initial discussion with the structural engineer (separate contract) regarding the implications of the modifications.
- Sign Off Meeting - At the end of this phase, we will meet with you to review the design. You will be asked to approve the final design in writing before we proceed to the next phase. The overall scope of the project is finalized at this time. Any design changes after this point may result in fee estimate changes.

We will provide printed and/or PDF versions of the documents for your review and use.

The estimated fee for this phase is:

\$8,000



#### Phase 3 - Construction Documents

Drawings showing the proposed design must be created for review by the building department. The drawings consist of hardlined or computer generated drawings annotated with information needed to describe the project. The drawings and tasks consist of:

- Site plan with roof plan
- Floor plans (existing and proposed)
- Interior elevations (as needed to define design)
- Interior construction details
- Schedules (door, window and finish)
- We coordinate with Client on their selection of fixtures and materials.
- Bid notes will be developed that provide information not typically found on the drawings
- Any specifications necessary will be developed
- Energy calculations coordination - We will coordinate our work with the work of the energy consultant (under separate contract)
- Structural Coordination - We will coordinate our work with the work of the structural engineer (under separate contract)
- Client Progress meeting - We ask that the owner come into our office to review and sign off on the documentation when we are approximately 85% complete with the drawings

We will provide printed and/or PDF versions of the documents for your review and use.

The estimated fee for this phase is \$8,000

#### Phase 4 - Building Permit Submission & Management

Your project will need a building permit. The tasks in this phase include:

- Submission - We will assist you by preparing the documentation and delivering it for a standard building permit submission. We will coordinate for your signature on all documents for permit submission and will arrange with you to pay for the permit review.
- Monitoring - One important aspect in keeping the permit issuance timetable moving is to consistently check with the City to see that reviews are being processed properly and to respond with requests for information.
- Revisions - The building department review usually results in minor revisions and/or requests for clarification. We will provide the plan checker with information when requested. This estimate is based on minor requests only (up to 4 hours of our time), more complex revisions are not included in this estimate.

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The estimated fee is base on a standard Department of Building Inspection in-take review where drawings are submitted and get placed into a queue for permit review (typically 4-6 weeks for completion of initial review.) If an expedited plan review process is desired (not foreseen as necessary so not recommended) then additional services will be required.

The estimated fee for this phase is \$3,500

#### **Phase 5 - Bid Assistance**

(This service may vary depending on how you want to work with the contractor, either through competitive bidding process or negotiated proposal.) We will assist you in acquiring a bid from your contractor(s) through one "round" of bidding. We use a streamlined construction document / bid process which requires the contractor to add their professional experience into their bid. This should provide a complete bid which reflects all the requirements for the project. The tasks in this phase include:

- Bid Assembly and Coordination - We will assemble and distribute the documents for a negotiated bid from your contractor.
- Site Visit - One site visit will be arranged for the contractor and subs to walk the site. We will answer their questions about the project as they arise.
- Clarification Sketches - Individual contractors may need specific information to clarify their bid. This can be provided in drawing or written form. Up to 6 hours are allotted for clarification requests.
- Bid Review and Analysis - We will review and analyze the contractors' bid if desired.

We will provide printed and / or PDF versions of the documents for your review and use.

The estimated fee for this phase is \$4,000

#### **Phase 6 - Construction Administration**

The main service provided during this phase is periodic site visits to check on the general progress of the work and to provide information to the contractor. It is important to do this so that any questions can be addressed before work is started. This type of project would typically take about 3 to 4 months to construct. The tasks include:

- Site Visits - We will be making site visits at crucial milestones to check on the work and answer contractor questions. These visits will take from one to two hours each. This estimate is based on six (6) site visits.
- Additional Information Requests - We will provide additional information and / or clarification drawings when they are requested by the contractor. Up to 16 hours are allotted for clarification drawings.
- Submittal Review - Contractor submittals of materials, fixture and appliance information will be reviewed. Up to 16 hours are allotted for submittal processing.
- Payment Review - We provide review of the contractor's monthly payment requests. This will require that the contractor provide progress reports before payments are issued. Any change order documentation must also be put in writing and authorized before execution. Both of these issues will minimize difficulties during construction.

Our involvement during construction allows us to maintain enough contact with the contractor to keep you informed of their performance and creates some distance between all parties allowing for a better business relationship.

The estimated fee for this phase is \$9,000

#### Fee Information

##### A. Schedule of Payments

We request a \$2,000 deposit prior to beginning work along with the signature of the contract. This initial payment will be applied to the your final account statement. Payments on monthly invoices are due 21 days after the date of the invoice. Interest in the amount of 1% per month, or 12% per annum, will be added to any amounts past due. Work will stop when payments are overdue more than 21 days from the date of the invoice.

Reimbursable expenses such as computer plots, blueprinting, copies, delivery, photographs, mileage, consultants contracted through our firm, permit submittal fees paid by us, etc. will be charged back to you as they occur on a monthly basis. There is a 1.15 multiplier for all reimbursable expenses. We will provide printed and / or PDF versions of the documents for your review and use.

##### B. Fee Schedule (2013 rates)

The proposed fees as well as fees for any additional services desired are based on our hourly fee rates as follows:

##### Garavaglia Architecture, Inc.

Principal time (public meetings, consulting, client meetings, principal project management, principal construction administration, etc.):	\$200 per hour
Senior Project Manager (code research, management, construction administration, etc.):	\$145 per hour
Preservation Services Manager	\$130 per hour
Project Manager	\$125 per hour
Architectural Conservator	\$115 per hour
Senior Architectural Historian	\$110 per hour
Job Captain	\$110 per hour
Designer (design of floor plans, elevations, sections, details, materials, color selection, etc.):	\$115 per hour
Architectural Historian	\$100 per hour
Senior Drafter (measurements, computer drafting, photographs, preparation of presentation and construction documents, etc.):	\$100 per hour
Intermediate Drafter	\$90 per hour
Research Assistant	\$85 per hour
Administrative Assistant	\$65 per hour

The Architect reserves the right to annually review the fee rates and increase them accordingly.

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##### Additional Services

We have found that some clients desire additional services once the project begins, such as changes in project scope or service level and/or additional historic research. These services will be billed as an additional service.

##### Outside Consultants

Our firm uses the services of a variety of consultants and engineers for the completion of all projects. Utilizing outside service firms with expertise in a specialized field on as as-needed basis allows us to successfully address the sometimes very specific needs which arise within the scope of project's development while keeping your costs and expenditures to a minimum. All consultants required will be under separate contracts and are not included in our fee estimates.

We anticipate the need for a structural engineer and energy consultant (Title 24 energy forms) once a design is clearly defined. For a single family residence the mechanical, electrical and plumbing systems are typically fairly simple and straightforward so are typically handled through a design/build method by the sub-contractors and should not require engineering. We will make arrangements for a proposal from the required consultants to contract directly with you. All consultants required will be under separate contracts and are not included in our fee estimates.

**Agreement Information**

If you are in agreement with this proposal please sign and return one copy along with the initial payment check. This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his or her obligations hereunder or without cause. In the event of termination, the Client shall pay Garavaglia Architecture, Inc. (GA) for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

The services described above will be performed in accordance with our General Conditions, which are attached hereto and are a part of this agreement. If there are any questions or observations please call me so that we can discuss them. We feel it is very important to discuss all issues openly.

Sincerely,  
Garavaglia Architecture, Inc.  
A California Corporation

By: \_\_\_\_\_

Michael A. Garavaglia, A.I.A., LEED AP  
President  
Garavaglia Architecture, Inc.  
C14833

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

By: \_\_\_\_\_

John Moran  
Owner  
1772 Vallejo Street, San Francisco

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

GENERAL CONDITIONS

1. The Architect shall perform its services as expeditiously as is consistent with professional skill and care, in the orderly progress of the work.
2. The Owner shall furnish to the Architect surveys describing the physical characteristics, legal limitation and utility locations for the site of the Project, and written legal description of the site. The Owner shall provide the services of a geotechnical engineer or other consultants as such may be reasonably necessary for the project.
3. Neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the contract or a method of determining good prices, or over competitive bidding, market for negotiation conditions. Accordingly, the Architect cannot and does not warrant that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Architect.
4. The Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous material in any form at the Project site, including but not limited to, asbestos, asbestos products, PCB'S or other toxic substances, and other materials not yet known to be hazardous.
5. The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's services for use solely with respect to this Project. The Architect is the author of these documents and retains all common law, statutory and other reserved rights, including the copyright.
6. This Agreement shall be governed by the laws of the State of California.
7. The Architect is not responsible for construction means, methods, techniques or job site safety, these being solely the responsibility of the Contractor.
8. The Architect is not responsible for identifying, locating, discovering, removal or treatment (remediation) of any hazardous waste or materials, known or unknown, at the Project site or any damages, of any type, arising out of or related in any way to the presence of hazardous material at the Project site, including, but not limited to, asbestos and PCB'S, as well as materials not yet identified as hazardous.
9. Any additional services requested by the Owner shall be compensated on an hourly basis in accordance with the rate schedule set out in this Agreement.
10. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such a proceeding shall be entitled, in addition to such other reliances as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange of payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
11. The Owner understands and acknowledges that in the remodeling or rehabilitation of existing structures, certain design and technical decision are made based on assumptions that are based upon readily available documents and visual observations of existing conditions. Unless specifically directed in writing by the Owner, the Architect shall not perform or have performed any destructive testing or open any concealed portions of the Project in order to ascertain its actual condition. In the event that the Architect's assumptions, made in good faith, prove to be incorrect, the Owner agrees that the Architect shall not be held responsible for any additional work or costs required to correct any ensuing problems based upon such assumptions. The Owner further agrees to indemnify, defend and hold the Architect and its consultants harmless from and against any and all claims, liabilities, suits, demand, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities, on account of any damages or losses to property or person, including injuries or death, or economic losses, arising as a result of concealed or unknown conditions, except where the Architect is found to be solely liable as between the parties hereto as well as between any other persons, firms or legal entities for such damages or losses by a court or forum of competent jurisdiction.
12. The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.
13. Outcomes of reports cannot be predetermined or modified. Valid sources of information and resulting research undertaken within the context of professional practices lead to verifiable conclusions and stand as independent assessments.
14. Project approvals issued by the City are not predictable. Community input and code interpretations by the various City departments can vary and therefore project outcomes cannot be controlled.
15. The written agreement supersedes all other previous communications.

**PROPOSAL FOR TREE TRIMMING SERVICES FOR BURR HOUSE  
PREPARED BY AGRIFOLIA TREE CARE  
MARCH 27, 2012  
1 PAGE**

Agrifolia Tree Care prepared a proposal to prune trees on subject property. Note that scope of work is an estimation and tree pruning was selectively contracted by owner.



85 BOTHIN ROAD | FAIRFAX CA 94930  
415.482.6733 (TREE)  
DREW LANDERS | CSLB License 754828  
DREW@AGRIFOLIA.COM | WWW.AGRIFOLIA.COM



ISA CERTIFIED  
ARBORIST  
WE-2603A

☐ INVOICE

☒ PROPOSAL

3329

TO: *Marrisa Moran*

JOB NAME/NO.	
JOB LOCATION <i>Vallejo St Property</i> <i>San Francisco, CA</i>	
APPROXIMATE STARTING DATE <i>when c</i>	APPROXIMATE COMPLETION DATE

PHONE

DATE

*3-27-12*

We hereby submit specifications and estimates for landscaping as follows:

1. <i>Acacia trees along east property:</i> <i>cut down and grind out stumps</i>		<i>6875</i>	<i>00</i>
2. <i>Pittosporum trees along sidewalk:</i> <i>thin prune and shape</i>	<i>=</i>	<i>1475</i>	<i>00</i>
3. <i>Vine on apartment building wall:</i> <i>lower 2' down</i>	<i>=</i>	<i>1700</i>	<i>00</i>
4. <i>Holly tree in far back corner (NE):</i> <i>prune</i>	<i>=</i>	<i>275</i>	<i>00</i>
5. <i>Neighbor's tree limb over cottage:</i>		<i>775</i>	<i>00</i>
6. <i>large tree between driveways:</i> <i>prune</i>	<i>=</i>	<i>1775</i>	<i>00</i>
<i>" " " " " "</i> <i>cut down:</i>	<i>=</i>	<i>2800</i>	<i>00</i>
<i>" " " " " "</i> <i>grind stump</i>	<i>=</i>	<i>525</i>	<i>00</i>
7. <i>large ficus in front lawn area:</i> <i>light</i> <i>corrective prune</i>	<i>=</i>	<i>1700</i>	<i>00</i>

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

All labor is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate.

All elements of this agreement are contingent upon timely payment, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and we hereby accepted to let our authorities to do the work as specified. Payment will be made per contract terms.

**PROPOSAL FOR DRAINAGE REPAIRS TO BURR HOUSE  
PREPARED BY LEWIS M. MERLO INC.  
NOVEMBER 5, 2012  
1 PAGE**

Lewis M. Merlo provided a proposal to perform drainage repairs to the Burr House property. Note that scope of work is only an estimation and work has not yet been contracted by owner.





Cal Lic #184527

1336 GROVE STREET  
TEL: (415) 346-1066  
www.lewismerloinc.com

SAN FRANCISCO, CALIF 94117  
FAX: (415) 346-3891

November 5, 2012

LMM Proposal #:

Peter Downey Construction  
1224 Clay Street  
Berkeley, CA 94702  
Attn: Peter Downey

Project Location : 1772 Vallejo St  
Contact Phone: 510 913 6107  
Contact Fax 510-644-7021

#### Drainage Repairs

1. Excavate along the retaining wall for 30LF, 5' to 8' deep. Provide CALOSHA shoring as required and stockpile the spoils on site.
2. Provide surface conditioning and install a waterproof membrane and drainage mat against the wall. Install a 4" collector pipe and a cast in place sand interceptor pit with a galvanized cover and access ladder.
3. Backfill the trench using native spoils.
4. Trench from this wall to the building. After the drain line and electrical lines are installed by others in this trench, we will backfill with native spoils and repair the walkway 4'x4'.

#### Notes:

1. The lawn will need to be repaired after our work is completed. This cost is not included.
2. The retaining wall will need to be repainted along the bottom 6' at the trench site. This const is not included.

**EXCLUSIONS:** The cost of permits, bonds, testing, inspections, plumbing, electrical, and utility work, removal of trees and shrubs.

Base Bid \$64,900.00.

#### Alternate #1, (Option #2);

1. Excavate along the retaining wall for 60LF, to 30" deep. Remove and dispose of the spoils from the site.
2. Provide surface conditioning and install a cap, visqueen layer, filter fabric and drain pipe per the sketch. Install a 4" collector pipe and a cast in place sand interceptor pit.
3. Backfill the trench using drain rock.
4. Trench from this pit to the building. After the drain line and electrical lines are installed by others in this trench, we will backfill with native spoils and repair the flagstones.
5. Removal of trees and shrubs is not included.

Price \$ 34,400.00

Note: This proposal may be withdrawn if not accepted within Thirty (30) days.

Daniel O'Connor, President

Date

11/5/12

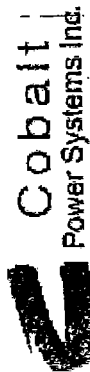
The above prices, specifications and the conditions stated in the Terms of Contract are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined in the attached.  
*If accepted please sign proposal, terms of contracts, enclose deposit and return to us. Once these documents and payment is received we will call to arrange scheduling for your job.*

Signature of Owner or Agent

Date

**PROPOSAL TO INSTALL PHOTOVOLTAIC PANELS TO ROOF OF BURR HOUSE  
PREPARED BY COBALT POWER SYSTEMS INC.  
DECEMBER 5, 2012  
4 PAGES**

Cobalt Power Systems Inc. provided a proposal to install photovoltaic panels to roof of the house. Panels would not be visible from the public right of way. Note that scope of work is an estimation and work has not yet been contracted by owner.



## PV Proposal for:

Dec 5, 2012

Proposal: 1172/Vallejo1

### System Description

40 SunPower SPR-327NE-WHT-D

2 SMA SB6000US (240V)

Peak Output, STC

Peak Output, AC Actual

Yearly Energy Production

Current Cost/kWh without PV

Avg Cost/kWh without PV (25 yrs.)

Avg Cost/kWh with PV (25 yrs.)

## John Moran

1772 Vallejo St.,

San Francisco, CA 94123

PV Modules

Inverters

13.1 kW

11.1 kW

19,933 kWh

\$0.30

\$0.63

\$0.21

### System Cost Breakdown

System Cost

Less: CSI Rebate

Net Upfront Cost

Less: Federal Tax Credit

Net System Cost After Incentives

\$ 77,362

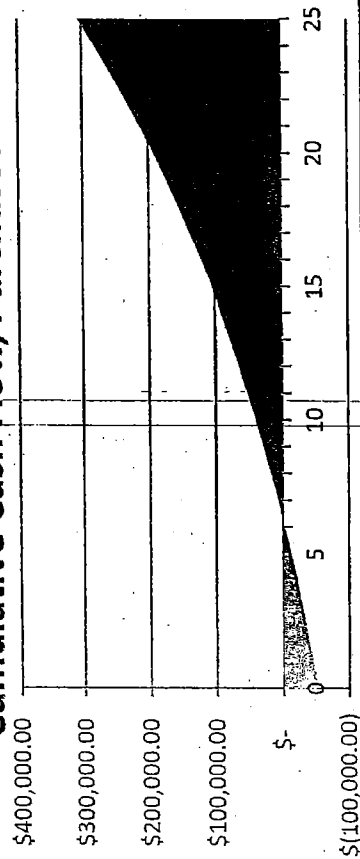
\$ 2,010

\$ 75,352

\$ 22,606

\$ 52,746

## Cumulative Cash Flow, Purchased



### Financial Breakdown

Energy Savings

Electrical Bill Savings

Annual Savings, Year 1

Annual Savings, Year 10

Total Savings Over 25-Year Life

63%

73%

\$6,813

\$11,504

\$361,500

Increase in Home Valuation

CO<sub>2</sub> Prevented (lbs/25 yrs.)

Incentives as % of Total Price

\$143,324

561,685

32%

Payback Period (yrs.)

Taxable Equivalent RO/lyr (25 yrs.)

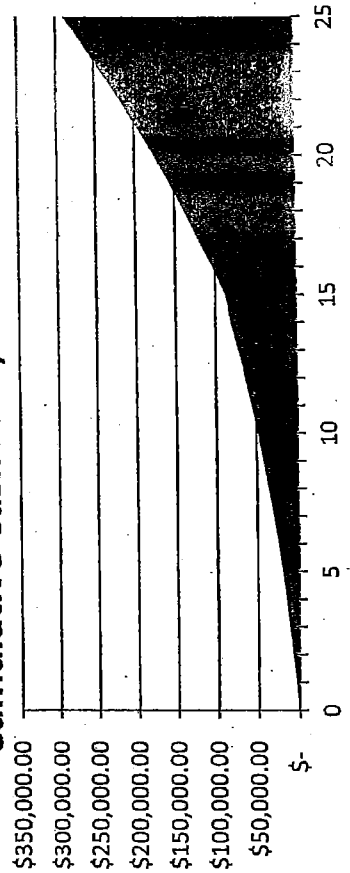
True, Tax-Free RO/lyr (25 yrs.)

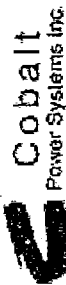
6.3

42.9%

21.9%

## Cumulative Cash Flow, Financed





Cobalt  
Power Systems Inc.

## Proposal for Photovoltaic System

### Client Information

Name: **John Moran**  
Address: 1772 Vallejo St.,  
San Francisco, CA 94123  
Telephone: 415-694-7566  
email: jmoran@passportcapital.com

Date: Dec 5, 2012  
By: DJH  
Job Code: 1172Vallejo1

### PV Array Siting

Array 1 Location: Flat Roof  
Sq Ft. Avail: 700  
Orientation: 175°  
Slope, degrees: S  
10°  
Array 2 Location:  
Sq. Ft. Avail.  
Orientation:  
Slope, degrees: OK  
Array 3 Location:  
Sq. Ft. Avail.  
Orientation:  
Slope, degrees: None  
0

### Installation Factors

# Stories: 3  
Roof Type: Tar and Gravel  
Roof Condition: Good  
Attic Access: Partial  
Service Panel: OK  
Trenching: None  
Other: 0

### Shading Analysis

Winter Factor: 0.92  
Summer Factor: 0.92  
Total Factor: 0.92

### System Design

PV Module Type: SunPower SPR-327NE-WHT-D  
# Modules: 40  
Inverter Type: SMA SB6000US (240V)  
# Inverters: 2  
Orientation/Slope Factor: 0.935  
Peak Watts, STC: 13,080  
Peak Watts, PTC: 12,056  
Peak Watts, CEC AC: 11,513  
Peak Watts, AC Actual: 11,092  
Peak Watts for Rebate: 10,050  
kWh Produced per Mo. Avg.: 1,661  
kWh Produced per Yr.: 19,933  
CO<sub>2</sub> Prevented (lbs/25 Yrs): 561,685

### System Price

Grid Tied PV System: \$74,662.00  
Monitoring System: Included  
Roof (30 Penetrations x \$90): \$2,700.00  
Other:  
Subtotal: \$77,362.00  
Subcontractor:  
Other:  
PG&E Bidirectional Meter: N/C  
Total Price, tax incl.: \$77,362.00  
Total Price Minus Rebate: \$75,352.00  
Payment 1 - Upon Contract Signing: \$1,000.00  
Payment 2 - Progress Payments: \$71,000.00  
Payment 3 - Upon System Signoff: \$3,352.00  
Payment 4 - Rebate Payment: \$2,010.00  
Federal 30% Tax Credit: \$22,606.00  
Total Incentives: \$24,616.00  
Net Cost After Incentives: \$52,746.00  
Incentives as a % of Total: 31.8%

### Client Goals for PV Installation

1. Reduce monthly electric bill
2. Use TOU metering (E-6)
3. Benefit the environment

### Elec. Usage

Month	kWh Usage Before	kWh Usage After	Est. Energy Savings %	Est. Elec. Bill Before	Est. Elec. Bill After	Est. Savings
Jan	2,700	1,703	37%	\$804.13	\$426.34	\$377.79
Feb	2,700	1,703	37%	\$804.13	\$426.34	\$377.79
March	2,900	1,903	34%	\$872.01	\$489.35	\$382.66
April	2,900	1,239	57%	\$872.01	\$318.80	\$553.21
May	2,300	639	72%	\$668.37	\$117.03	\$551.34
June	2,300	639	72%	\$668.37	\$117.03	\$551.34
July	2,300	-26	101%	\$668.37	-\$120.51	\$788.88
Aug	2,300	-26	101%	\$668.37	-\$120.51	\$788.88
Sept	2,900	574	80%	\$872.01	\$80.28	\$791.75
Oct	2,900	1,239	57%	\$872.01	\$307.74	\$564.27
Nov	2,700	1,039	62%	\$804.13	\$261.41	\$542.71
Dec	2,700	1,039	62%	\$804.13	\$261.41	\$542.71
Annual	31,600	11,667	63%	\$9,378.01	\$2,564.97	\$6,813.04
Annual Energy Cost Savings						\$6,813.04
Annual Energy Cost Savings %						73%

### Notes/Recommendations

1. Wherever possible, replace incandescent lights with CFLs or LEDs, use A/C units with a SEER rating of 16+, high efficiency pool pumps, and Energy Star appliances to minimize power consumption
2. For best financial return, avoid operating large electrical loads such as pool pump, electric dryer, etc. between 1-7PM Mon-Fri, May-Oct
3. City of San Francisco permit fee is included
4. Current rebate level is shown. Rebate declines over time
5. Note that batteryless PV systems will not operate during a grid outage
6. This proposal is valid for 30 days from date of presentation

Note that projected energy savings and financial returns are estimates, which depend on client energy usage patterns, and are not guaranteed. Utility meter/minimum/demand charges not included. Check with your financial advisor to determine applicability in your specific case.

Cobalt Power Confidential

Cobalt Power Systems Inc.

885 Maude Ave. Mountain View, CA 94043 Tel 650-938-9574 Fax 650-938-9573 www.cobaltpower.com

# Financial Return for Photovoltaic System

John Moran	Date: Dec 5, 2012	Job Code: 1172Vallejo1
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Note: Year 0 is last year before PV installation; Year 1 is first year after PV installation

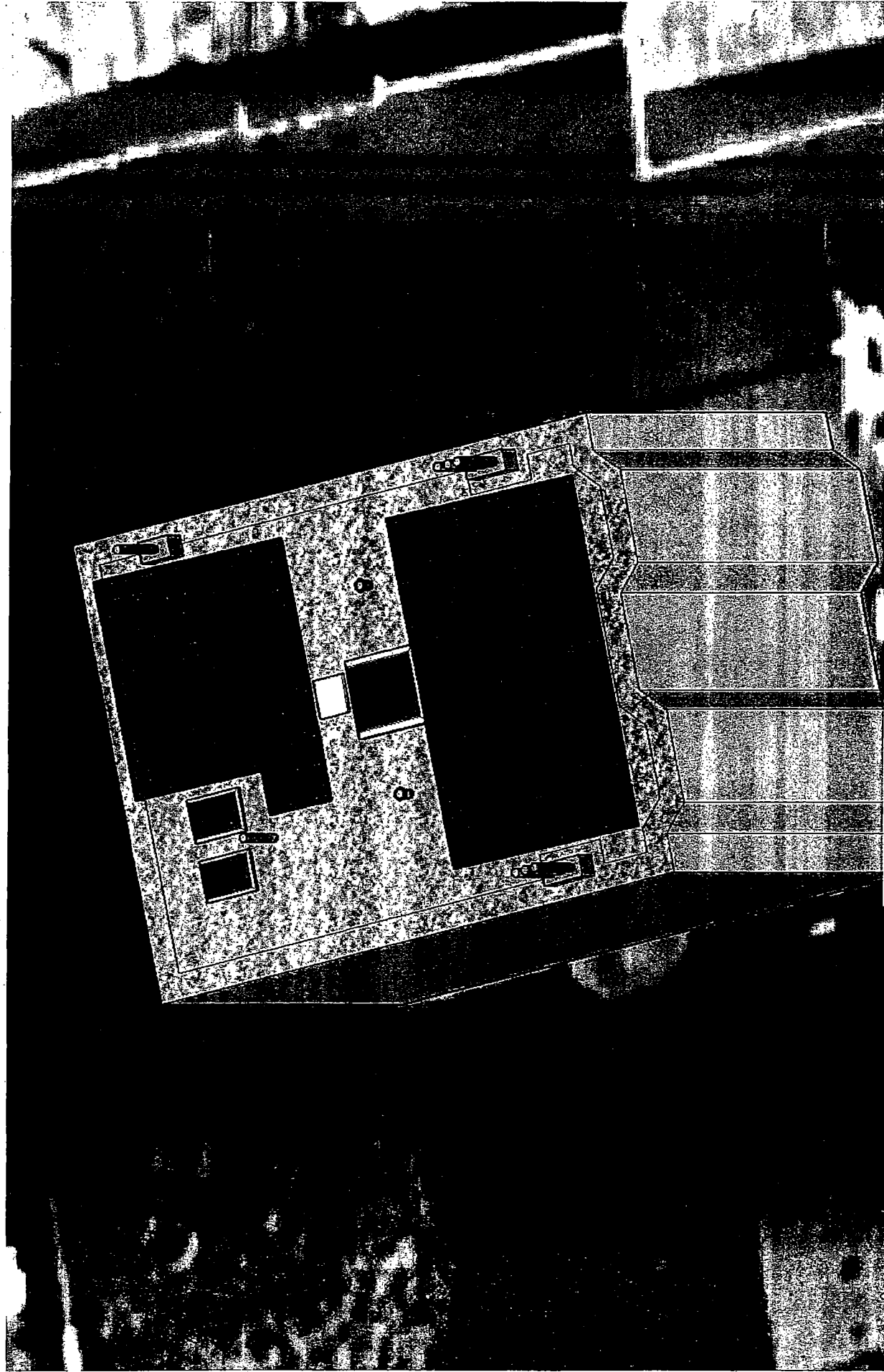
1. If System Is Paid with Cash	Year:	0	1	2	3	4	5	6	7	8	9	10	15	20	25
Electricity Cost without PV System		\$9,378	\$9,884	\$10,418	\$10,981	\$11,574	\$12,199	\$12,857	\$13,552	\$14,284	\$15,055	\$15,868	\$20,640	\$26,849	\$34,924
Electricity Cost with PV System			\$2,703	\$2,849	\$3,003	\$3,165	\$3,336	\$3,516	\$3,706	\$3,906	\$4,117	\$4,339	\$5,645	\$7,343	\$9,551
Electricity Cost Savings			\$7,166	\$7,553	\$7,981	\$8,391	\$8,844	\$9,322	\$9,825	\$10,356	\$10,915	\$11,504	\$14,964	\$19,465	\$25,320
Cumulative Electricity Cost Savings			\$7,166	\$14,719	\$22,680	\$31,071	\$39,915	\$49,237	\$59,062	\$69,417	\$80,332	\$91,836	\$159,374	\$247,225	\$361,500
Elec. Cost Savings Converted to Pre-Tax Equiv.			\$12,639	\$13,321	\$14,041	\$14,799	\$15,598	\$16,440	\$17,328	\$18,264	\$19,250	\$20,289	\$26,392	\$34,330	\$44,656
Net System Cost Before Tax Credits			\$75,352												
Inverter Maintenance Cost															
After-Rebate Incentive			\$22,606										\$3,050		
After-Tax Incentive Converted to Pre-Tax Equiv.			\$39,869												
Taxable Equiv. Net + or - Cash Flow per Year			-\$22,844	\$13,321	\$14,041	\$14,799	\$15,598	\$16,440	\$17,328	\$18,264	\$19,250	\$20,289	\$23,342	\$34,330	\$44,656
Taxable Equiv. Cumulative + or - Cash Flow			-\$22,844	-\$9,523	\$4,518	\$19,317	\$34,915	\$51,355	\$68,683	\$86,947	\$106,197	\$126,486	\$242,550	\$397,491	\$599,034
Tax-Free Return on Inv. (ROI) per Yr												24.0%	29.0%	35.6%	42.9%
Tax-Free Return on Inv. (ROI) per Yr												7.4%	12.4%	17.2%	21.9%


(Home value increases by \$20 for every \$1 reduction in annual energy bill)

2. Increase in Home Valuation			\$143,324												
-------------------------------	--	--	-----------	--	--	--	--	--	--	--	--	--	--	--	--

3. If System Is Paid with a Loan	Year:	0	1	2	3	4	5	6	7	8	9	10	15	20	25
Electricity Cost without PV System		\$9,378	\$9,884	\$10,418	\$10,981	\$11,574	\$12,199	\$12,857	\$13,552	\$14,284	\$15,055	\$15,868	\$20,640	\$26,849	\$34,924
Electricity Cost with PV System			\$2,703	\$2,849	\$3,003	\$3,165	\$3,336	\$3,516	\$3,706	\$3,906	\$4,117	\$4,339	\$5,645	\$7,343	\$9,551
Electricity Cost Savings			\$7,166	\$7,553	\$7,981	\$8,391	\$8,844	\$9,322	\$9,825	\$10,356	\$10,915	\$11,504	\$14,964	\$19,465	\$25,320
Net System Cost Before Tax Credits			\$75,352												
Inverter Maintenance Cost															
After-Rebate Incentive			\$22,606										\$3,050		
Loan Amount			\$52,746												
Monthly Loan Payment			\$438.01	\$438.01	\$438.01	\$438.01	\$438.01	\$438.01	\$438.01	\$438.01	\$438.01	\$438.01	\$438.01	\$438.01	\$438.01
Interest Portion of Monthly Loan Payment			\$248.26	\$237.06	\$225.19	\$212.63	\$199.32	\$185.23	\$170.31	\$154.50	\$137.76	\$120.04	\$14.41		
Fed Deduction on Interest Payments			\$84.41	\$80.60	\$76.57	\$72.29	\$67.77	\$62.98	\$57.90	\$52.53	\$46.84	\$40.81	\$4.90		
CA Deduction on Interest Payments			\$23.09	\$22.05	\$20.94	\$19.77	\$18.54	\$17.23	\$15.84	\$14.37	\$12.81	\$11.16	\$1.34		
Add'l Fed Income Tax on CA Deduction			\$7.85	\$7.50	\$7.12	\$6.72	\$6.30	\$5.86	\$5.39	\$4.89	\$4.36	\$3.80	\$0.46		
Net Monthly Loan Payment after Tax Benefits			\$338.36	\$342.86	\$347.62	\$352.66	\$358.00	\$363.66	\$369.65	\$375.99	\$382.71	\$389.83	\$432.22		
Net Yearly Loan Payment after Tax Benefits			\$4,060	\$4,114	\$4,171	\$4,232	\$4,296	\$4,364	\$4,436	\$4,512	\$4,593	\$4,678	\$5,187		
Annual Loan Maintenance Fee			\$0	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45	\$45		
Net + or - Cash Flow per Year			\$3,106	\$3,394	\$3,745	\$4,114	\$4,503	\$4,913	\$5,344	\$5,799	\$6,277	\$6,781	\$6,683	\$19,465	\$25,320
Cumulative + or - Cash Flow			\$3,106	\$6,500	\$10,244	\$14,358	\$18,861	\$23,774	\$29,118	\$34,917	\$41,194	\$47,975	\$87,380	\$175,231	\$289,506

Note: Financial return is based on typical examples and is not guaranteed for individual cases. Actual financial return will depend on client energy usage patterns, tax bracket and other factors. Please consult your financial advisor to confirm applicability in your particular case. Assumptions: electric rate increase 5.4%/yr, 34% Federal and 9.3% CA tax rate, inverter MTBF 15 yrs, PV module output power decline 0.5%/yr, loan APR 5.75% fully amortized.



 <b>Cobalt</b> Power Systems Inc. <small>© Cobalt Power Systems Inc.</small>	
<b>Moran Residence</b>	11/30/2012
Job Name: 1772 Vallejo St. System: 13.1kW (40 SPR-327NE-WHT-D)	Azimuth : 170° Pitch: 10°



APN: 04-0552-029 SF Landmark: 31  
Property Location: 1772 Vallejo Street Date of Mills Act Application: 5/1/2013  
Applicant's Name: John P. Moran Property Type: Single Family Dwelling  
Agt./Tax Rep./Atty: None Date of Sale: 12/20/2012  
Applicant supplied appraisal? No Sale Price: \$6,250,000

DATE OF MILLS ACT VALUATION: May 1, 2013

TAXABLE VALUE - THREE WAY VALUE COMPARISON					
FACTORED BASE YEAR VALUE		RESTRICTED MILLS ACT VALUE		CURRENT MARKET VALUE	
Land	\$ 4,375,000	Land	\$ 1,556,059	Land	\$ 4,445,000
Imps	\$ 1,875,000	Imps	\$ 666,882	Imps	\$ 1,905,000
Total	\$ 6,250,000	Total	\$ 2,222,941	Total	\$ 6,350,000

PROPERTY CHARACTERISTICS					
Present Use:	SFR	Neighborhood:	Pacific Heights	Number of Stories:	3
Number of Units	1	Year Built:	1878	Land Area:	12.535 sq ft
Owner Occupied:	Yes	Building Area:	4,659 sq ft	Zoning:	RH2

CONTENTS	
Cover Sheet	Page 2
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Restricted Income Valuation	Page 4
Comparable Rents	Page 5
Sales Comparison Valuation	Page 6
Map of Comparable Sales	Page 7

#### CONCLUSION AND RECOMMENDATIONS

Based on the three-way value comparison, the lowest of the three values is the factored base year value.

The taxable Mills Act value on: May 1, 2013 is \$2,222,941

Appraiser: Dennis May Date: 11/05/13  
Principal Appraiser: Teresa Contro



1772 Vallejo St  
APN 04-0552-029

MILLS ACT VALUATION



**EXHIBIT D:**

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

## 7. Notary Acknowledgment Form

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

State of California	
County of: _____	
On: _____ DATE	before me, _____ INSERT NAME OF THE OFFICER
NOTARY PUBLIC personally appeared: _____ NAME(S) OF SIGNER(S)	
who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	
_____ SIGNATURE	
( PLACE NOTARY SEAL ABOVE )	

Draft Rehabilitation/Restoration/Maintenance Scope Continued

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input type="checkbox"/>	Maintenance <input checked="" type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
<b>CONTRACT YEAR WORK COMPLETION:</b>			
2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022			
<b>TOTAL COST (rounded to nearest dollar):</b>			
\$15,000			
<b>DESCRIPTION OF WORK:</b>			
<p>Roof maintenance: Once a year, the roof system will be inspected for leaks or deteriorated areas and those areas repaired as necessary. Gutters will be checked for leaves and debris either during the spring and fall or after heavy rain. Hidden gutter screening both at downspouts and over the full length of the gutter will be repaired as necessary to help keep them clean. Check rolled asphalt for deterioration that will cause leaks. Check underside of the roof from the attic after storms to give early warning of any leaks.</p>			

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

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

Draft Rehabilitation/Restoration/Maintenance Scope Continued

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
CONTRACT YEAR WORK COMPLETION:			
2014			
TOTAL COST (rounded to nearest dollar):			
\$50,000			
<b>DESCRIPTION OF WORK:</b>			
<p>Exterior painting: Repair deteriorated wood siding and wood decorative elements in-kind. Engage qualified conservator to perform paint analysis to determine historic paint colors of home. Recommended colors will be matched to a paint company color chip and lighter and darker intensity color also recommended in a detailed report also showing paint sample locations and methodology. Paint home colors recommended by conservator. Work conforms with Standards 2 and 6 as the historic character of the property will be retained and preserved and deteriorated historic features will be repaired or replaced to match the old in design, color, texture, and materials.</p>			

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
CONTRACT YEAR WORK COMPLETION:			
2017, 2022			
TOTAL COST (rounded to nearest dollar):			
\$9,000			
<b>DESCRIPTION OF WORK:</b>			
<p>Exterior painting maintenance: Every five years, inspect wood siding and wood decorative elements for mildew, paint deterioration or failure, including discoloration, excessive chalking, staining, peeling, cracking, or blistering. Repair any deteriorated wood elements, as necessary. Clean, lightly scrape, or hand sand areas in preparation for a new finish coat of paint.</p>			

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
CONTRACT YEAR WORK COMPLETION:			
2017			
TOTAL COST (rounded to nearest dollar):			
\$35,000			
<b>DESCRIPTION OF WORK:</b>			
<p>Roof: Remove existing deteriorated rolled asphalt flat roof and replace in-kind. Repair and/or replace any deteriorated plywood sheathing and wood roof rafters, as necessary. Repair and/or replace deteriorated metal flashing at skylights and chimneys, as necessary. Repair and/or replace deteriorated gutters, as necessary. Work conforms with Standards 2, 9 and 10. The historic character of the property will be retained and preserved.</p>			

Draft Rehabilitation/Restoration/Maintenance Scope Continued

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
<b>CONTRACT YEAR WORK COMPLETION:</b>			
TOTAL COST (rounded to nearest dollar): \$6,000			
<b>DESCRIPTION OF WORK:</b>			
<p>Garage: Study feasibility of demolishing non-historic garage. Possible demolition of garage will help restore historic setting of property and more accurately depict its historic character during its period of significance. Demolition will also allow for better access to west elevation of cottage for rehabilitation.</p>			

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
<b>CONTRACT YEAR WORK COMPLETION:</b>			
2020			
TOTAL COST (rounded to nearest dollar): \$145,00			
<b>DESCRIPTION OF WORK:</b>			
<p>Windows: Evaluate physical conditions of each window on a unit-by-unit basis. A window schedule will note scope of any necessary repairs to each window unit. Rehabilitate historic double-hung, wood-sash windows, as necessary. Repair or replace in-kind if necessary any deteriorated wood members, replace glazing putty and deteriorated sash cords. Replace deteriorated hardware. Paint windows. Proposed work conforms to Standards 2 and 6. Rehabilitating the historic windows retains and preserves the historic character of the property and any deteriorated features will be repaired and replaced to match the old in design, color, texture, and materials.</p>			

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input type="checkbox"/>	Maintenance <input checked="" type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
<b>CONTRACT YEAR WORK COMPLETION:</b>			
2013, 2015, 2017, 2019, 2022			
TOTAL COST (rounded to nearest dollar): \$20,000			
<b>DESCRIPTION OF WORK:</b>			
<p>Window maintenance: Every two years, inspect each window on a unit-by-unit basis and evaluate condition of paint, frame and sill, sash (rails, stiles and muntins), any glazing problems, hardware, and the overall condition of the window (excellent, fair, poor, and so forth). Make any necessary repairs in-kind to maintain existing windows in good working order.</p>			

Draft Rehabilitation/Restoration/Maintenance Scope Continued

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
CONTRACT YEAR WORK COMPLETION:			
2015			
TOTAL COST (rounded to nearest dollar):			
\$50,000			
DESCRIPTION OF WORK: Garden setting: As a significant character defining feature of the property, to extent feasible preserve and rehabilitate garden setting. Remove non-historic features, such as fountain. Consider restoration of historic features that are no longer present based on historic photos and physical evidence. Work will rehabilitate property's historic garden setting.			

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input type="checkbox"/>	Maintenance <input checked="" type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
CONTRACT YEAR WORK COMPLETION:			
2016, 2017, 2018, 2019, 2020, 2021, 2022			
TOTAL COST (rounded to nearest dollar):			
\$74,400			
DESCRIPTION OF WORK: Garden setting maintenance: Maintain garden setting on a regular basis to ensure that the historic setting of property is retained and preserved.			

<b>BUILDING FEATURE:</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
CONTRACT YEAR WORK COMPLETION:			
2017			
TOTAL COST (rounded to nearest dollar):			
\$100,000			
DESCRIPTION OF WORK: Cottage: Study feasibility of seismically upgrading existing URM brick foundation of cottage. Replace any deteriorated wood siding in-kind; leave unpainted to match historic appearance. Repair existing double-hung, wood-sash windows. Repair and reinforce as necessary URM brick fireplace and chimney. Replace asphalt shingles in-kind. Repair and/or replace deteriorated plywood roof sheathing and deteriorated wood roof rafters, as necessary. Sewer and water connections currently do not function; repair or upgrade connections. Proposed work conforms with Standards 2, 3 and 6. Work on the cottage retains and preserves the historic character of the property and deteriorated historic features will be repaired or replaced to match the old.			

## 6. Rehabilitation/Restoration/Maintenance Plan

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

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

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

### Draft Rehabilitation/Restoration/Maintenance Scope

BUILDING FEATURE:			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
CONTRACT YEAR WORK COMPLETION: 2014			
TOTAL COST (rounded to nearest dollar): \$269,500			
DESCRIPTION OF WORK: Structural: Qualified structural engineer will evaluate unreinforced masonry (URM) foundation of house. Engineer to perform URM testing and prepare report summarizing findings, recommendations and construction documents. Strengthen foundation with reinforced concrete and address URM out of plane weakness. Remove URM interior chimney (chimney is not decorative and is not visible from the street). Strengthen wall with additional shear walls, and possible first floor strengthening, as needed. Proposed work conforms with Standard 1, 6 and 9 as the property will be used as it was historically, deteriorated features will be repaired rather than replaced, and new work will be compatible with historic materials and features.			

BUILDING FEATURE:			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance <input type="checkbox"/>	Completed <input type="checkbox"/>	Proposed <input checked="" type="checkbox"/>
CONTRACT YEAR WORK COMPLETION: 2015			
TOTAL COST (rounded to nearest dollar): \$99,000			
DESCRIPTION OF WORK: Site: Improve landscape drainage to encourage excess water to flow away from house and cottage. Consider installation of french drains at perimeter of house and cottage. Remove a portion of concrete parking pad at rear of house to restore property's historic setting. Repair historic out of plane brick retaining wall at west perimeter. Proposed work conforms with Standard 2 as work retains and preserves the historic character of the site, a character defining feature of the property.			

THIS SECTION TO BE COMPLETED EXCLUSIVELY BY PLANNING DEPARTMENT STAFF

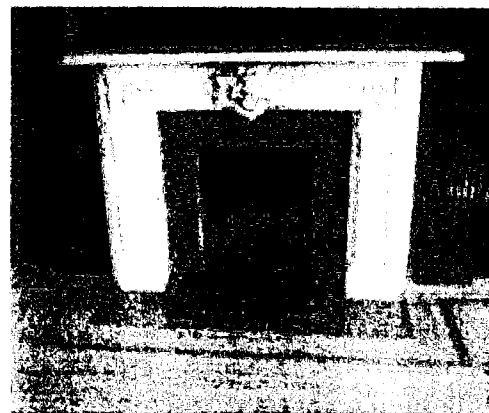
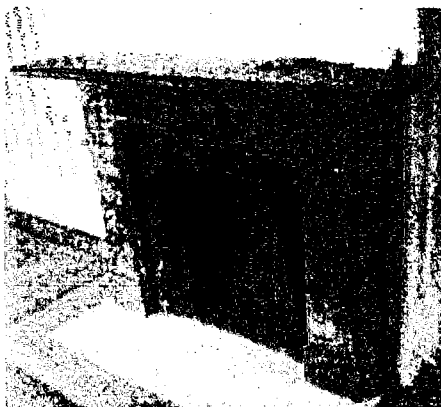
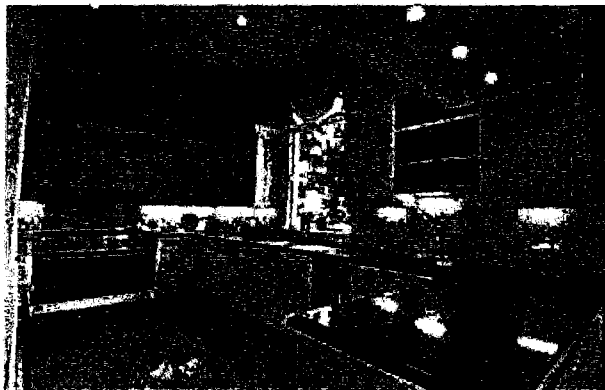
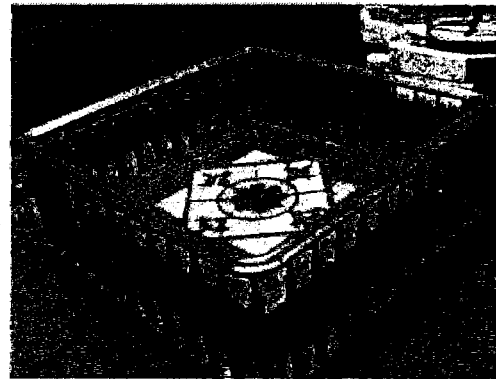
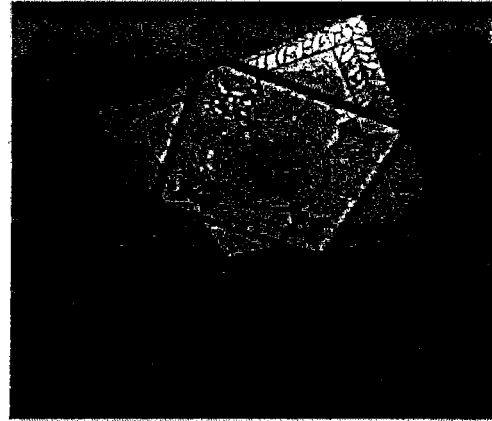
Property Address:	
Block / Lot:	
Board of Supervisors Ordinance Number:	

**EXHIBIT C:**

**DRAFT REHABILITATION & MAINTENANCE PLAN**



APN 04-0552-029  
1772 Vallejo Street  
Interior Photos



# RESTRICTED INCOME APPROACH

APN 04-0552-029  
1772 Vallejo Street  
Restricted Mills Act Value  
as of May 1, 2013

## Owner Occupied

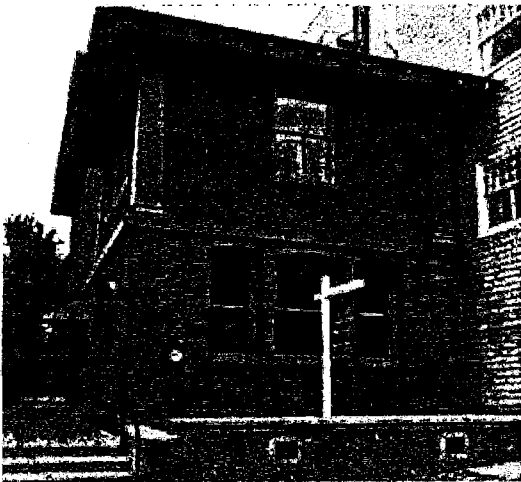
Potential Gross Income	\$22,000 per month	x	12 months	\$264,000
Less Vacancy & Collection Loss			5%	<u>(\$13,200)</u>
Effective Gross Income				\$250,800
Less Anticipated Operating Expenses			15%	<u>(\$37,620)</u>
Net Operating Income				\$213,180
Restricted Capitalization Rate				
Rate Components:				
Interest rate per SBE			3.7500%	
Risk rate (4% owner occupied / 2% all other property types)			4.0000%	
Property tax rate			1.1691%	
Amortization rate for improvements only			0.6667%	<u>9.59%</u>
Remaining economic life (in years)	60	0.0167		
Improvements constitute % of total property value		40%		

RESTRICTED VALUE

\$2,222,941

## COMPARABLE RENTS

	BLK / LOT	ADDRESS	NET RENTABLE (SQ.FT.)	RENT (ANNUAL)	RENT (PER SQ.FT.)	BUILDING DESCRIPTION / OTHER COMMENTS
1	0983-003	2121 Lyon St	3,905	\$180,000	\$46.09	Renovated Pacific Heights Nat'l Historic Landmark
2	0048-009C	2430 Hyde St	2,900	\$143,400	\$49.46	Renovated Russian Hill view home with English garden
3	0959-006	2611 Divisadero St	3,426	\$215,940	\$63.03	Renovated Pacific Heights view home
4	1329-015	615 El Camino Del Mar	2,904	\$192,000	\$66.12	Prime Sea Cliff location, Pano G.G. views, maids qtrs



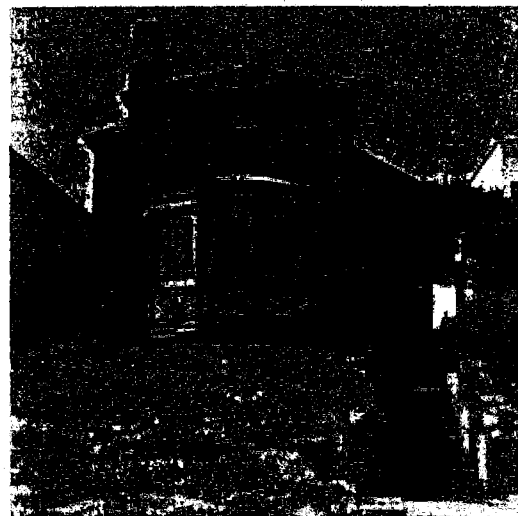
Comp 1 2121 Lyon St



Comp 2 2430 Hyde St

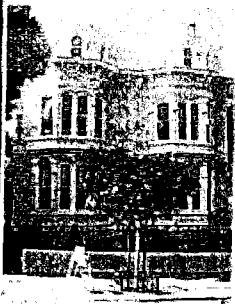

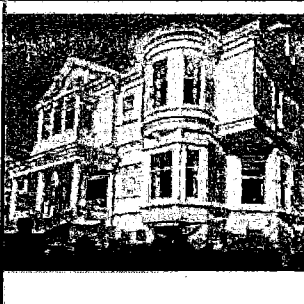



Comp 3 2611 Divisadero St



Comp 4 615 El Camino Del Mar

**SINGLE FAMILY MARKET ANALYSIS**

APN	Subject 0552-029	Sale 1 0559-038	Sale 2 0614-005	Sale 3 0586-014
				
Address	1772 Vallejo St	2430 Vallejo St \$7,350,000	2214 Clay St \$6,800,000	2513 Pacific Ave \$7,500,000
	Description	Description Adjust.	Description Adjust.	Description Adjust.
Date of Valuation/Sale	05/01/13	09/24/12	4/23/2013	12/14/12
Location	Pacific Heights	Pacific Heights	Pacific Heights	Pacific Heights
Proximity to Subject		7 blocks	8 blocks	9 blocks
Lot Size	12,535	6,686 \$584,900	7,687 \$484,800	3,828 \$870,700
View	Partial Bay	Panoramic Bay (\$735,000)	Partial Bay	Panoramic Bay (\$750,000)
Year Blt/Year Renovated	1878	1900	1900	1912
Condition	Good	Superior Remodel (\$735,000)	Good/Remodeled (\$250,000)	Superior Remodel (\$750,000)
Construction Quality	Good	Good	Good	Good
Gross Living Area	4,659	4,721 (\$18,600)	5,352 (\$207,900)	3,960 \$209,700
Total Rooms	16	13	10	12
Bedrooms	5	6	5	5
Bathrooms	4.5	8 (\$90,000)	4 \$15,000	5 (\$15,000)
Stories	3	3	3	3
Garage	2 car	2 car	2 car	2 ca
Net Adjustments		(\$993,700)	\$41,900	(\$434,600)
Indicated Value	\$3,350,000	\$6,356,300	\$6,841,900	\$7,065,400
Adjust. \$ Per Sq. Ft.	\$719	\$1,346	\$1,278	\$1,784

VALUE RANGE: \$6,356,300 to \$7,065,400

VALUE CONCLUSION: \$6,350,000

REMARKS:

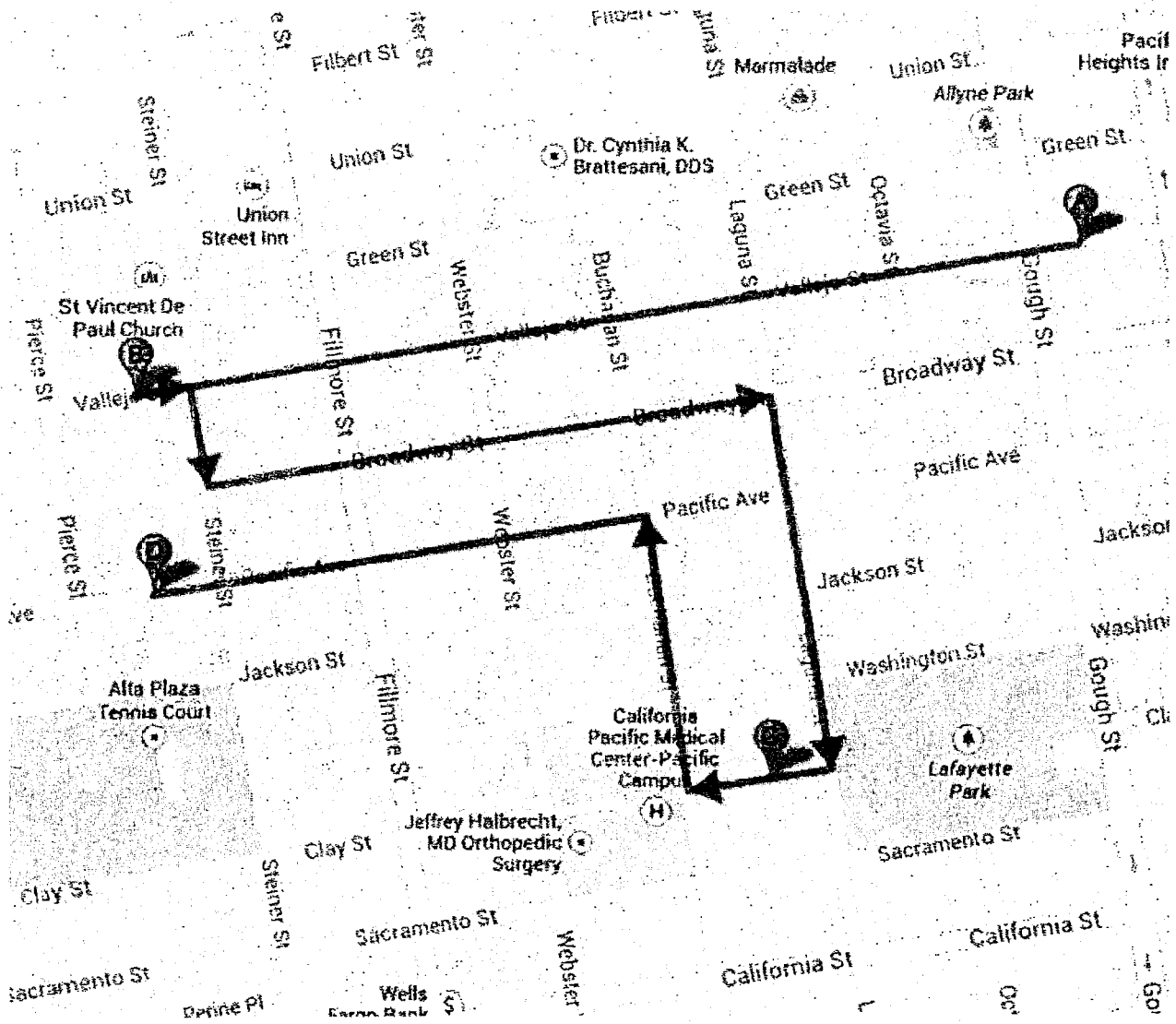
**MARKET VALUE**

LAND	\$4,445,000
IMPROVEMENTS	\$1,905,000
TOTAL	\$6,350,000

**ASSESSED VALUE**

LAND	\$4,375,000
IMPROVEMENTS	\$1,875,000
TOTAL	\$6,250,000

APN 04-0552-029  
1772 Vallejo Street  
Map of Comparables



- Subject **A** 1772 Vallejo Street, San Francisco, CA
- Comp 1 **B** 2430 Vallejo Street, San Francisco, CA
- Comp 2 **C** 2214 Clay Street, San Francisco, CA
- Comp 3 **D** 2513 Pacific Avenue, San Francisco, CA

**EXHIBIT E:**

**MILLS ACT APPLICATION**

## APPLICATION FOR

**Mills Act Historical Property Contract**

## 1. Owner/Applicant Information

PROPERTY OWNER 1 NAME: The Moran Trust, dated May 18, 2007	TELEPHONE: ( 415 ) 321-4600
PROPERTY OWNER 1 ADDRESS: 3321 Octavia Street, San Francisco 94123	EMAIL: jmoran@passportcapital.com

PROPERTY OWNER 2 NAME:	TELEPHONE: ( )
PROPERTY OWNER 2 ADDRESS:	EMAIL:

PROPERTY OWNER 3 NAME:	TELEPHONE: ( )
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS: 1772 Vallejo Street	ZIP CODE: 94123
PROPERTY PURCHASE DATE: 12/20/2012	ASSESSOR BLOCK/LOT(S): 0552/029
MOST RECENT ASSESSED VALUE: \$6,250,000	ZONING DISTRICT: RH-1

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

I/we am/are the present owner(s) of the property described above and hereby apply for an historical property contract.

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

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

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

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

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

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

### 3. Program Priority Criteria

The following criteria are used to rank applications. Please check the appropriate categories as they apply to your building. Use a separate sheet to explain why your building should be considered a priority when awarding a Mills Act Historical Property Contract. Buildings that qualify in three of the five categories are given priority consideration.

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

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

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

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

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

#### 3. Rehabilitation/Restoration/Maintenance Plan:

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

#### 4. Required Standards:

Proposed work will meet the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and/or the California Historic Building Code.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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*\*Detail how the proposed work meets the Secretary of Interior Standards on a separate sheet or include as part of Rehabilitation/Restoration/Maintenance Plan.*

#### 5. Mills Act Tax Savings:

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



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

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

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

NAMES:
The Moran Trust, dated May 18, 2007
TAX ASSESSED VALUE:
\$6,250,000
PROPERTY ADDRESS:
1772 Vallejo Street, 94123

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

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

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

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

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

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

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

#### Planning Department Staff Evaluation

THIS SECTION TO BE COMPLETED EXCLUSIVELY BY PLANNING DEPARTMENT STAFF

Exceptional Structure? YES ☐ NO ☐

Specific threat to resource? YES ☐ NO ☐

Complete HSR submitted? YES ☐ NO ☐

Percent above value limit: \_\_\_\_\_

No. of criteria satisfied: \_\_\_\_\_

Planner's Initial: \_\_\_\_\_

## 5. Draft Mills Act Historical Agreement

Please use the Planning Department's standard form "Historical Property Contract" located on the Planning Department's Forms page at [www.sfplanning.org](http://www.sfplanning.org). Any modifications to the City's standard form contract made by the applicant or the submittal of an independently prepared contract shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors and may result in additional processing time.

## 8. Historical Property Tax Adjustment Worksheet Calculation

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

### Determine Annual Income and Annual Operating Expenses

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

### Determine Capitalization Rate

Add the following together to determine the Capitalization Rate:

- The Interest Component is determined by the Federal Housing Finance Board and is based on conventional mortgages. While this component will vary from year to year, the State Board of Equalization has set this at 4.75% for 2012.
- The Historical Property Risk Component of 4% (as prescribed in Sec. 439.2 of the State Revenue and Tax Code) applies to owner-occupied single-family dwellings. A 2% risk component applies to all other Properties.
- The Property Tax Component (Post-Prop. 13) of .01 times the assessment ratio of 100% (1%).
- The Amortization Component is a percentage equal to the reciprocal of the remaining life of the structure and is set at the discretion of the County Assessor for each individual property. In this example the remaining life of the building is 60 years and the improvements represent 45% of the total property value. The amortization component is calculated thus:  $1/60 = .0167 \times .45 = .0075$ .

### Calculate New Assessed Value and Estimated Tax Reduction

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

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

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

#### EXAMPLE:

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

#### Assessment Using Mills Act Valuation Methodology

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

Property Tax Savings	\$15,719
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## 9. Historical Property Tax Adjustment Worksheet Guide

PROPERTY ADDRESS: 1772 Vallejo Street, 94123

PROPERTY DESCRIPTION: 3-story plus full basement Italianate, single-family residence

OWNER OCCUPIED: YES ☐ NO ☒

### STEP 1: Determine Annual Income of Property

ANNUAL PROPERTY INCOME	CURRENT	EXPLANATION
1. Monthly Rental Income	\$ 22,000	For owner-occupied properties estimate a monthly rental income. Include all potential sources of income (filming, advertising, photo shoots, billboard rentals, etc.)
2. Annual Rental Income	\$ 264,000	Multiply Line 1 by 12
3. Deduction for Vacancy	\$ 250,800	5% (subtract %5 from line 2)

### STEP 2: Calculate Annual Operating Expenses

ANNUAL OPERATING EXPENSES	CURRENT	EXPLANATION
4. Insurance	\$ 10,383	Fire, Liability, etc.
5. Utilities	\$ 15,840	Water, Gas, Electric, etc.
6. Maintenance*	\$ 24,060	Maintenance includes: Painting, plumbing, electrical, gardening, cleaning, mechanical, heating repairs, structural repairs, security, and property management.
7. Management*	\$	
8. Other Operating Expenses	\$ 480	Security, services, etc. Provide breakdown on separate sheet.
9. Total Expenses†	\$ 50,736	Add Lines 4 through 8.

\* If calculating for commercial property, provide the following back-up documentation where applicable:

- Rent Roll (include rent for on-site manager's unit as income if applicable)
- Maintenance Records (provide detailed break-down; all costs should be recurring annually)
- Management Expenses (include expense of on-site manager's unit and 5% off-site management fee; and describe other management costs. Provide breakdown on separate sheet.)

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

### STEP 3: Determine Annual Net Income

NET OPERATING INCOME	CURRENT	EXPLANATION
9. Net Operating Income	\$ 200,037	Line 3 minus Line 9

**STEP 4: Determine Capitalization Rate**

CAPITALIZATION RATE	CURRENT	EXPLANATION
10. Interest Component	6.50%	As determined by the State Board of Equalization for 2009/2010
11. Historic Property Risk Component	4%	Single-family home = 4% All other property = 2%
12. Property Tax Component	1%	.01 times the assessment ratio of 100%
13. Amortization Component (Reciprocal of life of property)	5%	If the life of the improvements is 20 years Use $100\% \times 1/20 = 5\%$
14. Capitalization Rate	14.8	Add Lines 10 through 13

**STEP 5: Calculate New Assessed Value**

NEW ASSESSED VALUE	CURRENT	EXPLANATION
15. Mills Act Assessed Value	\$ 1,356,183	Line 9 divided by Line 14

**STEP 6: Determine Estimated Tax Reduction**

NEW TAX ASSESSMENT	CURRENT	EXPLANATION
16. Current Tax (Exclude voter indebtedness, direct assessments, tax rate areas and special districts)	\$ 62,500	General tax levy only – do not include voted indebtedness or other direct assessments
17. Tax under Mills Act	\$ 13,562	Line 15 x .01
18. Estimated Tax Reduction	\$ 48,938	Line 16 minus Line 17

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

## Application Checklist to be Submitted with all Materials

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

<b>1</b>	<b>Historical Property Contract Application</b> Have all owners signed and dated the application?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>2</b>	<b>Priority Consideration Criteria Worksheet</b> Have three priorities been checked and adequately justified?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>3</b>	<b>Exemption Form &amp; Historic Structure Report</b> Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000 Have you included a copy of the Historic Structures Report completed by a qualified consultant?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>4</b>	<b>Draft Mills Act Historical Property Agreement</b> Are you using the Planning Department's standard form "Historical Property Contract?" Have all owners signed and dated the contract? Have all signatures been notarized?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>5</b>	<b>Notary Acknowledgement Form</b> Is the Acknowledgement Form complete? Do the signatures match the names and capacities of signers?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>6</b>	<b>Draft Rehabilitation/Restoration/Maintenance Plan</b> Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year and including all supporting documentation related to the scopes of work?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>7</b>	<b>Historical Property Tax Adjustment Worksheet</b> Did you provide back-up documentation ( <i>for commercial property only</i> )?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>8</b>	<b>Photographic Documentation</b> Have you provided both interior and exterior images? Are the images properly labeled?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>9</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 type="checkbox"/> NO <input type="checkbox"/>
<b>10</b>	<b>Tax Bill</b> Did you include a copy of your most recent tax bill?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>11</b>	<b>Payment</b> Did you include a check payable to the San Francisco Planning Department?	YES <input type="checkbox"/> NO <input type="checkbox"/>



**PLANNING**  
DEPARTMENT

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

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

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

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

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





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

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>John Moran</b>	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
<b>John Moran, property owners</b>	
Contractor address: 1772 Vallejo St San Francisco, CA 94123	
Date that contract was approved: <i>(By the SF Board of Supervisors)</i>	Amount of contracts: \$ \$(47,841 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

