MILLS ACT APPLICATION

APPLICATION FOR Mills Act Historical Property Contract

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

1. Owner/Applicant Information (If more than three owners, attach additional sheets as necessary.) PROPERTY OWNER 1 NAME: TELEPHONE:

PROPERTY OWNER TNAME.	IELEFHONE.	
Patrick. M. Mooney	415 255.4	892
	EMAIL:	11
62 Cornelito Street	pmmsfoe	gmail. com
San Francisco, CA 94117 PROPERTY OWNER 2 NAME:	TELEPHONE:	
Steve G. Tom PROPERTY OWNER 2 ADDRESS:	(415 255.4 EMAIL:	872
62 Carmelita Street San Francisco, CA 94117 PROPERTY OWNER 3 NAME:	stomste TELEPHONE:	gmail.com
PROPERTY OWNER 3 ADDRESS:	418 255 . 4 EMAIL:	F872
2. Subject Property Information PROPERTY ADDRESS: 60-62 Carmelita Street, CA PROPERTY PURCHASE DATE:	94	ZIP CODE:
PROPERTY PURCHASE DATE:	ASSESSOR BLOCK/LOT(S):	
9/18/2015	0864/014	
*1,681,134	RH-2 40->	<.
Are taxes on all property owned within the City and County	of San Francisco paid to date?	
Is the entire property owner-occupied? If No, please provide an approximate square footage for ow income (non-owner-occupied areas) on a separate sheet of		
Do you own other property in the City and County of San Fi If Yes, please list the addresses for all other property owned Francisco on a separate sheet of paper.		
Are there any outstanding enforcement cases on the prope Planning Department or the Department of Building Inspect If Yes, all outstanding enforcement cases must be abated a the Mills Act.	tion?	YES 🗌 NO 🔀
we an/are the present owner(s) of the property described abo contract. By signing below, I affirm that all information provide		

swear and affirm that false information will be subject to penalty and revocation of the Mills Act Contract.

Owner Signature	
Owner Signature:	
Owner Signature:	

Date: 31 201 31 3 2017 Date:

Date:

Mills Act Application

3

3. Property Value Eligibility:

Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000.	YES 🗶 NO 🗆
The property is a Commercial/Industrial Building valued at less than \$5,000,000. $\mathcal{N}_{\mathcal{A}}$	YES 🗌 NO 🗌
*If the property value exceeds these options, please complete the following: Application	n of Exemption.

Application for Exemption from Property Tax Valuation

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

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

4. Property Tax Bill

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

PROPERTY OWNER NAMES: MOST RECENT ASSESSED PROPERTY VALUE: 134 Street San Francisco, CA 60-62 Carmelita 94117

5. Other Information

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

By signing below, we acknowledge that we and/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:	
Owner Signature: 17/27 11-	
Owner Signature:	

Date: 3/31 Date: 3/31/2017 Date:

Mills Act Application

MILLS ACT CONTRACT

California Mills	s Act Historical Property Agreement
C. Alternational Science of the Scie	
PROPERTY NAM	
60-62 PROPERTY ADD	Carmelita Street
Sa	an Francisco, California
THIS AGREEMENT is entered into by and between ("City") and the grow grow	the City and County of San Francisco, a California municipal corporation ("Owner/s").
	RECITALS
Owners are the owners of the property located at 0	. The building located at 60-62 Carmelita Street
	to Article 10 y Plan with C. PROPERTY ADDRESS (e.g. "a City Landmark pursuant to Article
10 of the Planning Code") and is also known as the	
0	ng maintenance project for the Historic Property. Owners' application storic Property according to established preservation standards, which it

estimates will cost approximately Three hundred the user (\$300,000). See Rehabilitation Plan, Exhibit A. AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately by the thousand dollars (\$42,000) 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 potentially reduce their property taxes in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

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

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

Mills Act Application

1. Application of Mills Act.

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

2. Rehabilitation of the Historic Property.

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

3. Maintenance.

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

4. Damage.

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

5. Insurance.

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

6. Inspections.

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

7. Term.

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

8. Valuation.

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

9. Termination.

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

Mills Act Application

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

13. Cancellation.

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

14. Cancellation Fee.

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

15. Enforcement of Agreement.

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

16. Indemnification.

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

17. Eminent Domain.

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

18. Binding on Successors and Assigns.

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

19. Legal Fees.

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

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

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

CARMEN CHU ASSESSOR-RECORDER Date

CITY & COUNTY OF SAN FRANCISCO

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

JOHN RAHAIM DIRECTOR OF PLANNING CITY & COUNTY OF SAN FRANCISCO

Signature

Date

Date

Print name DEPUTY CITY ATTORNEY

3/23/2017 Date Signature

Patric Print name OWNER

Signature

Tum

Print name OWNER

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

> Signature page and certificate bear embossment.



Mills Act Application

7. Notary Acknowledgment Form

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

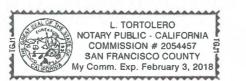
State of California
county of: San Francisco
On: March 23, 2017 before me, Jennifer Kolto
NOTARY PUBLIC personally appeared: Patrick Mooney
who proved to me on the basis of satisfactory evidence to be the person(s) who name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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.
My Comm. Expires Dec 15, 2018 SIGNATURE
(PLACE NOTARY SEAL ABOVE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of <u>SAN FRANCLOCO</u> On <u>APRIL 1⁶⁷ 2017</u> before me,) L. TORTOLERO, NOTAPY PURALC
Date	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) 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(e) 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 of Notary Public

Place Notary Seal Above

OPTIONAL '

Signature

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

Description of Attached Document Title or Type of Document: <u>CAUF. MIUS & CT HI</u>	PROPERTY & GREENIEN
Title or Type of Document: CAUP. MILL A CI TI	Document Date:/_//////
Number of Pages: Signer(s) Other Than	Named Above: 4
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer — Title(s):	Corporate Officer — Title(s):
Partner - Limited General	Partner - Limited General
Individual Individual Attorney in Fact	Individual Attorney in Fact
□ Trustee □ Guardian or Conservator	Trustee Guardian or Conservator
Other:	□ Other:
Signer Is Representing:	Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Signature page and certificate bear embossment.

EXHIBIT A:

DRAFT REHABLILITATION PLAN

5. F	Rehabilitation	Restoration	&	Maintenance F	Plan
------	----------------	-------------	---	---------------	------

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property	YES 💢 NO 🗆
A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property	YES 🔀 NO 🗆
Proposed work will meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and/or the California Historic Building Code.	YES 🔀 NO 🗌
	A 1

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

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

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

# (Provide a scope number)	BUILDING F	EATURE: Foundati	ion-seismic	opgrade
Rehab/Restoration	Maintenance 🗌		Proposed 🗌	1
	ETION:			
TOTAL COST (rounded to nearest dolla	r):			
DESCRIPTION OF WORK:	. 0			1
Building on old and in F with New S Worlding with	original, bi	rick founda	tion that i	3118 years
old and in F	Doar condition	and. Repla	ace prick	forment in
with New 5	eismidy u	panded fo	modation a	Ati,
Northing with	- structura	Pergineer	and arch	tet
				-

Mills Act Application

Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

BUILDING FEATURE: Repair of damage #____ (Provide a scope number) Completed X Rehab/Restoration Maintenance CONTRACT YEAR WORK COMPLETION 2016 TOTAL COST (rounded to nearest dollar): 441,800 DESCRIPTION OF WORK Exterior of brilding in poor condition due to regleat. Repair dry of damage and paint exterior after Coussitting with a Historical Color Consultant, BUILDING FEATURE: Repair terrorge styps - reglary Iseal. # (Provide a scope number) Rehab/Restoration Maintenance CONTRACT YEAR WORK COMPLETION: 2016 TOTAL COST (rounded to nearest dollar): DESCRIPTION OF WORK Terrozeo steps infront of building in poor CONSIDED due to years of meglect. Reinfor supports under steps. Repair carraged steps zo steps and tile incents BUILDING FEATURE: Install garage # _____ (Provide a scope number) Rehab/Restoration Maintenance Completed Proposed K CONTRACT YEAR WORK COMPLETION: 2017 TOTAL COST (rounded to nearest dollar): DESCRIPTION OF WORK!" Demolition and excavation of building. Install drive Way with "Hollywood Landscaping strip", phytes, historically accorate carrige doors and matchilg pilastes.

Mills Act Application

Draft Rehabilitation/Rest				
#5 (Provide a scope number)	BUILDING FE	EATURE ROOF R	placement Proposed	
Rehab/Restoration	Maintenance 🗌		Proposed	
TOTAL COST (rounded to nearest dollar)				
Replace ro	of qutter	5		
# (Provide a scope number)	BUILDING FE		_	
Rehab/Restoration	Maintenance 🗌	Completed	Proposed	
TOTAL COST (rounded to nearest dollar):				
DESCRIPTION OF WORK:				
# (Provide a scope number)	BUILDING FE	ATURE:	4	
Rehab/Restoration	Maintenance 🗌	Completed	Proposed 🗌	
TOTAL COST (rounded to nearest dollar):				
DESCRIPTION OF WORK				
DESCRIPTION OF WORK:				

REHABILITATION PLAN:

SCOPE #1

FOUNDATION REPLACEMENT-SEISMIC UPGRADE

CONSTRUCTION CONTRACT

This Construction Contract (the "Contract") is made as of ______ 2015 (the "Effective Date") by and between Patrick Mooney & Steve Tom of PO Box 14322, San Francisco, California 94114, and BC United Construction, Inc. of 671 Orizaba Ave, San Francisco, California 94132.

BC United Construction, Inc. desires to provide Construction services to Patrick Mooney & Steve Tom and Patrick Mooney & Steve Tom desires to obtain such services from BC United Construction, Inc.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Date this Contract was signed by Owner:

Any Notice of Cancellation can be sent to the Contractor at the following address:

BC United Construction, Inc. 671 Orizaba Ave San Francisco, California 94132 995115

You are entitled to a completely filled-in copy of this agreement, signed by both you and the contractor, before any work may be started.

1. DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED. Beginning on

_____, 2015, BC United Construction, Inc. will provide to Patrick Mooney & Steve Tom the following services (collectively, the "Services"):

Site prep including perimeter fence, front wall protection, soft demo of basement level (with off haul) shoring as required, existing foundation removal and replacement with concrete perimeter foundation as specified, installation of steel as specified for basement level structure, framing of basement level, framing of stair structure to connect a basement level with lower unit,

* Please specify all building permit application numbers and permits issued.

- * Please specify plans (designer name, date of plans, number of pages, specific sheet numbers, etc.)
 - * On plans, please outline work that is part of this contract.
 - * Please exclude HAZAMAT and all City permits and fees.

Contract Price: Owner agrees to pay Contractor \$198,000.00 for completing the Work described as the Project.

Down Payment: The down payment is \$1,000.00. **THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

Schedule of Progress Payments: The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

Event Payment Amount – BC to confirm events and payment amounts

Demolition & Shoring \$15,000.00 Soft demolition of interior of basement level is complete and debris is hauled away and initial shoring is in place

Excavation **\$40,000.00** Excavation of basement level is complete and all dirt is hauled away.

Foundation **\$50,000.00** Perimeter Foundation and all grade beams formed & poured and inspections signed off

Slab work \$15,000.00 All slabs work complete with inspections signed off

Steel & framing\$60,640.00All framing complete with steel beams installed and inspections signed off

Final payment\$16,360.00All appropriate inspections & signoffs complete

2. SCOPE OF WORK. BC United Construction, Inc. will provide all services, materials and labor for the construction of foundation level of 2-unit residential building described above at the property of Patrick Mooney & Steve Tom located at: 60-62 Carmelita St, San Francisco, California, 94117 hereinafter referred to as ("Worksite").

This includes building and construction materials, necessary labor, and all required tools and machinery needed for completion of construction.

BC United Construction, Inc. is only responsible for furnishing any building improvements related to construction of the foundation, but not related to landscaping, grading, walkways,

painting, sewer or water systems, steps, driveways, patios and aprons, etc., unless they are specifically agreed to in writing.

3. PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS. Patrick Mooney & Steve Tom will make available to BC United Construction, Inc. copies of all plans, specifications, drawings, blueprints, and similar construction documents necessary for BC United Construction, Inc. to provide the Services described herein. Such documents are identified in Exhibit " " Any such materials shall remain the property of Patrick Mooney & Steve Tom. BC United Construction, Inc. will promptly return all original materials (i.e. job cards) to Patrick Mooney & Steve Tom upon completion of the Services.

4. COMPLIANCE WITH LAWS. BC United Construction, Inc. shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, the federal Family and Medical Leave Act, the California Labor Code, the California Fair Employment and Housing Act, and the California Family Rights Act.

5. WORK SITE. Patrick Mooney & Steve Tom warrants that Patrick Mooney & Steve Tom owns the property herein described and is authorized to enter into this contract. Prior to the start of construction, Patrick Mooney & Steve Tom shall provide an easily accessible building site, which meets all zoning requirements for the structure, and in which the boundaries of Patrick Mooney & Steve Tom's property will be clearly identified by stakes at all corners of the property. Patrick Mooney & Steve Tom shall maintain these stakes in proper position throughout construction.

6. Section deleted

7. APPROXIMATE START AND COMPLETION DATES. BC United Construction, Inc. shall commence the work to be performed within 10 days after full execution of this agreement and shall complete the work within 75 normal business days (excluding weekends and holidays). Time being of the essence of this contract, but any weather delays shall extend the work completion as required.

Upon completion of the project, Patrick Mooney & Steve Tom agrees to sign a Notice of Completion within ten (10) days after the completion of the contract. If the project passes its final inspection and Patrick Mooney & Steve Tom does not provide the Notice, BC United Construction, Inc. may sign the Notice of Completion on behalf of Patrick Mooney & Steve Tom.

8. MECHANICS' LIEN WARNING.

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-Day Preliminary Notice'. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is Tome to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Notice required by California Business and Professions Code § 7159(c)(4):When payment is made for any portion of the work performed, Contractor shall prior to any further payment being made, furnish to Owner a full and unconditional release from any claim or mechanics' lien pursuant to § 3114 of the Civil Code for that portion of the work for which payment has been made.

9. CHANGE ORDER. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

Notice required by California Business and Professions Code § 7159(e)(3):

Owner may not require a contractor to perform extra work or change order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Owner unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

(1) The scope of work encompassed by the order,

- (2) The amount to be added or subtracted from the contract price, and
- (3) The effect the change order will have on progress payments or the completion date.

Failure of Contractor to comply with the requirements of this paragraph does not preclude the recovery of compensation for work based upon legal or equitable remedies designed to prevent unjust enrichment.

10. PERMITS. Patrick Mooney & Steve Tom shall obtain all necessary building permits. BC United Construction, Inc. shall apply for and obtain any licenses required by the local municipal/county government to do the work, the cost thereof shall be included as part of the Payment to BC United Construction, Inc. under this Contract.

11. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL).

This Contractor carries commercial general liability insurance written by Kinsale Insurance Company. You may call the insurance company at 415-386-2283 to check the contractor's insurance coverage.

12. WORKERS COMPENSATION INSURANCE.

This Contractor carries workers' compensation insurance for all employees. A notice concerning workers' compensation insurance is attached to this contract.

13. INSURANCE. Before work begins under this Contract, BC United Construction, Inc. shall furnish certificates of insurance to Patrick Mooney & Steve Tom substantiating that BC United Construction, Inc. has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of California and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction related accident and property damage incurred in rendering the Services.

14. CONFIDENTIALITY. BC United Construction, Inc., and its employees, agents, or representatives will not at any Tome or in any manner, either directly or indirectly, use for the personal benefit of BC United Construction, Inc., or divulge, disclose, or communicate in any manner, any information that is proprietary to Patrick Mooney & Steve Tom. BC United Construction, Inc. and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, BC United Construction, Inc. will return to Patrick Mooney & Steve Tom all original records, notes, documentation and other items that were used, created, or controlled by BC United Construction, Inc. during the term of this Contract.

15. INDEMNIFICATION. With the exception that this Section shall not to be construed to require indemnification by BC United Construction, Inc. to a greater extent than permitted under the public policy of the State of California, BC United Construction, Inc. shall indemnify Patrick

Mooney & Steve Tom against, hold it harmless from and defend Patrick Mooney & Steve Tom from all claims, loss, liability, and expense, including actual attorneys' fees, arising out of or in connection with BC United Construction, Inc.'s negligence or willful misconduct in performing the Services under this Contract.

16. WARRANTY. BC United Construction, Inc. shall provide its services and meet its obligations under this Contract in a Tomely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in BC United Construction, Inc.'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to BC United Construction, Inc. on similar projects. BC United Construction, Inc. shall construct the structure in conformance with the plans, specifications, and any breakdown and binder receipt signed by BC United Construction, Inc. and Patrick Mooney & Steve Tom.

17. FREE ACCESS TO WORKSITE. Patrick Mooney & Steve Tom will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. BC United Construction, Inc. will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. BC United Construction, Inc. also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

18. UTILITIES. Patrick Mooney & Steve Tom shall provide and maintain water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the building constructed under this Contract after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. Patrick Mooney & Steve Tom shall, at Patrick Mooney & Steve Tom's expense, connect sewage disposal and water lines to said building prior to the start of construction, and at all Tomes maintain sewage disposal and water lines during construction as applicable. Patrick Mooney & Steve Tom shall permit BC United Construction, Inc. to use, at no cost, any electrical power and water use necessary to carry out and complete the work.

19. INSPECTION. Patrick Mooney & Steve Tom shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately in writing. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at Patrick Mooney & Steve Tom's expense.

20. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

a. The failure of Patrick Mooney & Steve Tom to make a required payment when due.

b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.

c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.

d. The failure of Patrick Mooney & Steve Tom to make the building site available or the failure of BC United Construction, Inc. to deliver the Services in the Tome and manner provided for in this Contract.

21. REMEDIES. In addition to any and all other rights a party may have available according to law of the State of California, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have Ten days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in Ten days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such Tome period shall result in the automatic termination of this Contract.

22. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

23. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's

award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

24. ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between the parties.

This Contract is a complete and exclusive statement of the terms of the Contract between the Parties, as provided for under section 1856, subdivision (b), of the California Code of Civil Procedure, except in so far as documents are required to be completed to give effect to the terms of this Contract.

25. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

26. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by each party.

27. GOVERNING LAW. This Contract shall be construed in accordance with, and governed by the laws of the State of California, without regard to any choice of law provisions of California or any other jurisdiction.

28. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

29. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

30. INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB).

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov Call CSLB at 800-321-CSLB (2752) Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

31. SIGNATORIES. This Contract shall be signed by Patrick Mooney & Steve Tom and by BC United Construction, Inc. by Bing Chen, Owner (Contractor's License: 995115) and shall be effective as of the date first written above.

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a notice of Three-Day Right to Cancel.

Owner's Initials

This agreement is entered into as of the date written below.

Contractors are required by laws of the State of California to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the California Department of Consumer Affairs, Contractors State License Board.

Owner:

By:

Patrick Mooney & Steve Tom

Contractor: BC United Construction, Inc.

Contractor's License: 995115

By:

Bing Chen Owner .

California Home Improvement Contract	- Change Order Form
Contractor Name:	
(License Number:	-
Address:)
Address:	
City:, State:	ZIP:
Name of Salesperson:	
(Registration Number of Salesperson:	-)
Owner Name:	and
Contractor Name:	agree that the contract
	low. icant Materials to be Used and
 [] This change adds the following amount to the Contract I [] This change reduces the Contract Price by the following [] Finance charge (if any) that results from this change: \$ [] Effect this order will have on the Schedule of Progress P 	amount: \$
Payments due under this agreement are hereby adjusted to a Price. Payment for this change shall become due: (Date)/ Completion date of Work under this agreement, including t (Date)// Note about Extra Work and Change Orders	_/

Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You 4

2

are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Owner's Signature	Date	 /	_/	-
		 /	_/	
Owner's Signature	Date	,		
~		 /	/	-

Contractor's SignatureDate

Notice of Three-Day Right to Cancel

November 25, 2015

You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the Notice of Cancellation, or any other written notice to:

BC United Construction, Inc. 671 Orizaba Ave San Francisco, California 94132

not later than midnight of (Date) ____/___/

California Business and Professions Code Section § 7159 requires that this form be signed and dated when the contract is signed.

My signature below acknowledges receipt of this Notice of Three-Day Right to Cancel and two copies of the form Notice of Cancellation.

November 25, 2015

Signature of Owner Date

Notice of Cancellation (California Business & Professions Code § 7159)

November 25, 2015

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

BC United Construction, Inc. 671 Orizaba Ave San Francisco, California 94132

Any cancellation must occur no later than midnight of (Date) ____/___. I hereby cancel this transaction: Date of cancellation (Date) ___/___

Signature of Buyer

Notice of Cancellation (California Business & Professions Code § 7159)

November 25, 2015

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

BC United Construction, Inc. 671 Orizaba Ave San Francisco, California 94132

Any cancellation must occur no later than midnight of (Date) ____/___. I hereby cancel this transaction: Date of cancellation (Date) ____/___

Signature of Buyer

Attachment A

The following terms & conditions are incorporated into the Contract between the parties dated ______ 2015 and made a part thereof.

Additional requirements for progress/final payment(s):

- BC United Construction, Inc. hereafter referred to as "Contractor" warrants that title to all work covered by progress payment will pass to the Patrick Mooney and Steve Tom or their appointed designee, here after referred to as "Owners" no later than the time of payment. The Contractor warrants that upon submittal of progress payment or final payment, all work for which progress payment or final payment have been previously issued and payments received from the Owners shall., to the best or the Contractors knowledge information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to Owner's interest.
- Once Owners have made payment to Contractor, Contractor shall promptly pay each subcontractor and supplier an amount determined in accordance with the terms of the applicable subcontractors orders.
- Owners shall not have any responsibility for payments to a subcontractor or supplier.
- A progress payment, or partial or entire use or occupancy of the Worksite by the Owners shall not constitute acceptance of work not in accordance with the requirements of the Plans, Specifications and Construction Documents.
- The Contactor shall promptly correct work rejected by the Owners as failing to conform to the requirements of the Plans, Specifications and Construction Documents. The Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement and additional testing. If the Contactor fails to correct nonconforming work within a reasonable time, the Owners may correct the nonconforming work at their sole option and deduct any and all costs from any outstanding balance owed to Contractor by Owner.
- When Contractor submits to Owners request for Final payment,

Contractor shall also submit to the Owners releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of said Construction Contract.

 Acceptance of Final payment by Contactor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of Final payment.

Miscellaneous other provisions:

- Neither Owners nor Contractor shall assign the Construction Contract as a whole without the written consent of the other.
- The Contractor shall keep the Worksite and surrounding area free from accumulation of debris and trash related to the work. At the completion of the work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.
- Contractor shall make best efforts to enforce with all crew, subcontractors, materials vendors, suppliers, etc. not to park, stop, place equipment, unload vehicle or otherwise impede any neighbor's access to their driveway. Contractor understands that the aforementioned acts could have adverse implications on relations between Owner and neighbors of the worksite.
- Work and Delivery hours shall be limited to the following periods each week:
 - o Monday-Friday 8AM-5PM
 - Saturday 9 AM-4PM, if requested by Contractor and needed to make up schedule for weather delays. Requests will need to be made 48 hours in advance to properly notify tenants and neighbors of Saturday work.

Contractor understands that the work occurring outside of these Work and Delivery hours could have adverse implications on relations between Owner and neighbors of the worksite.

• Contractor shall make best efforts to ensure that worksite is secured at the end of workday, that the tradesman corridor (a secondary means of egress from the residential dwelling units in the building) leading from the backyard to the street is safe and completely free of construction materials and debris. 1. 6

ACKNOWLEDGED AND UNDERSTOOD

CONTRACTOR

DATE

Bing Chen BC United Construction Co

OWNERS

DATE

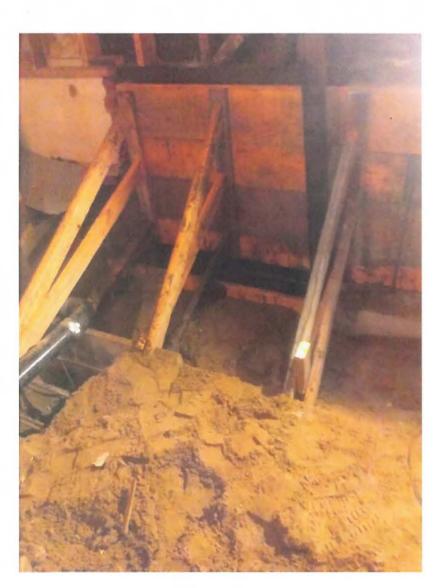
Patrick Mooney

Steve Tom

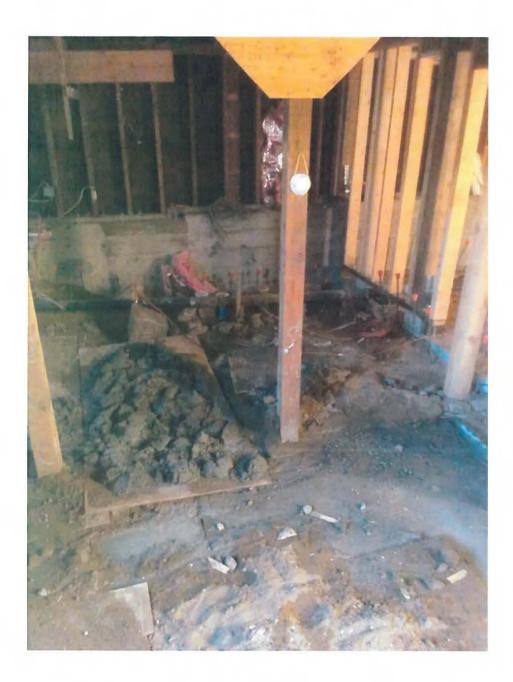
Project: Foundation replacement from brick to seismic reinforced

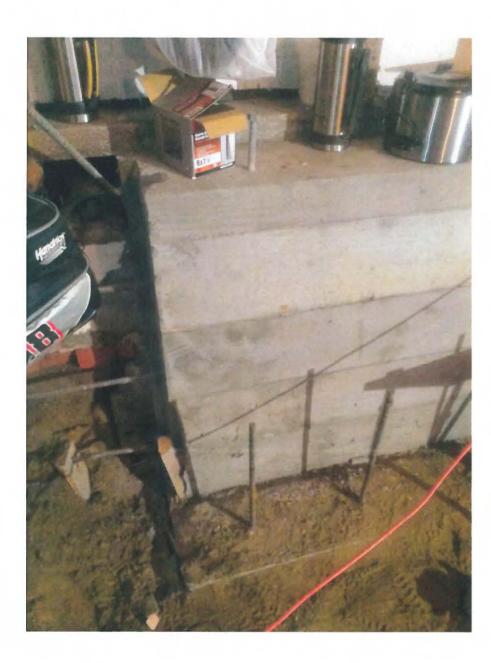


Original 119 year old brick foundation



Installation of new seismically reinforced foundation





REHABILITATION PLAN:

SCOPE #2

REPAIR OF DRYROT DAMAGE & EXTERIOR PAINTING OF BUILDING



Re: Color consultation?

1 message

drcolor@drcolor.com <drcolor@drcolor.com> Reply-To: drcolor@drcolor.com To: Steve And Patrick Mooney-Tom <6062carmelita@gmail.com> Sun, May 1, 2016 at 7:31 PM

Steve & Patrick:

What style of architecture and when was it built? Very simple is \$400, and more complex is \$800. I show you color options, and you decide how to proceed. My web is drcolor.com I have time to meet this coming week. I know how to sort it out and make your place look great!

Best, DrColor 415-922-7444

On Sun, 01 May 2016 17:33:14 -0700, Steve And Patrick Mooney-Tom <6062carmelita@gmail.com> wrote:

Hello Mr. Buckter -

We just read your interview on Hoodline and are interested in a color consultation. We have just bought a two unit building at 60-62 Carmelita Street in the lower Haight. We don't particularly like the current colors and have been testing various color schemes on paper. How much do you charge for color consultation?

Steve and Patrick

Sent from BlueMail

Winning Colors

This agreement is made on June 7, 2016 between Patrick Mooney ,owner, of the property located at 60-62 Carmelita Street in the city and county of San Francisco and Winning Colors C33 License # 703759 with the mailing address of 850 South Van Ness San Francisco Ca. 94110

Intent of the Project

We propose to do the exterior painting and restoration on the above mentioned residential property

Scope of Work

4

All work will be performed by skilled tradesmen, under the project management of Nita Riccardi, who is licensed by the California Department of Health to supervise the safe handling of lead paint prevalent in older buildings.

• Work to include all previously painted surfaces at 4 elevations.

Paint scope to include extensive surface preparation using lead safe practices and personal protection equipment.

- Painter will clean all surfaces to remove contaminates that may adversely interfere with paint adhesion or performance.
- Painter will plastic windows to prevent dust migration and contamination
- Painter will provide portable toilet including cleaning area for workers health and safety
- remove all loose peeling paint, dirt and debris from surfaces. Scrape all loose and
- peeling paint from surfaces to be painted and sand-scuff metal on doors as necessary.
- Prime all bare or new surfaces to be painted using appropriate primers.
- Re-caulk or repair as needed all previously caulked cracks, joints, windows, doors, etc.
- Nail all protruding nails and wood surfaces flush and secure.
- Repaint all stucco, trim & doors specifying materials used and application.
- Repaint all metal surfaces specifying materials used and application.
- Protect all surfaces not getting painted from paint at all times.
- All colors and sheens to be pre-approved
- Minimum warranty of 5 years labor/workmanship/material.
- Painter will detail wet scrape surfaces, inspect areas of dry rot for repair or replacement. Painter will remove old or deteriorated compounds and replace with wood epoxy.
- All windows will be re-glazed as needed.
- Rusted nails will be chemically treated with a rust converter or removed and replaced with stainless steel screws.
- All loose siding will be secured with stainless steel screws.
- Siding will be sanding using HEPA vacuum attachment that is E.P.A. and OSHA compliant.
- All work will be completed in compliance with Title 29 OSHA(Lead in Construction Standard)
- All window glass cleaned upon completion.
- Painter will caulk all joints and around windows and prep and prime all surfaces to be painted.

- Two finish coats will be applied without runs sags, holidays, skips, strokmarks, or other defects as specified by Industrial Quality Standards.
- Filling & Caulking; all sealants will be used to caulk around windows and vertical joints, glazing will be used to fill windows, and all wood repairs will be completed using a two-part repair system. Concrete repairs will be completed using a Sika concrete repair methodology. Spall work will require additional methods
- Window Frame Repair, Preparation and Painting wood will be inspected, detailed sanded and prepped included new glazing, attention will be given to sills and horizontal surfaces. Rusted nails will be chemically treated with a rust converter or removed and replaced with stainless steel screws. All window openings will be sealed until prep work is completed in order to comply with EPA and prevent dust migration into the living spaces. Painter will inspect windows for dry rot or replacement and restore with wood epoxy. All new wood will receive clear epoxy coating. All window glass cleaned upon completion.
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Materials

- Urethane caulk or Sika Flex sealants used for all joints and around windows.
- A rust inhibiting primer used on metal surfaces.
- All new metal will be etched before primer applications.
- At least two finish coats of the highest quality 100% acrylic as specified by owner

Contract Base Bid Sum

The owners will pay the Contract base painting price of twenty-seven-five-hundred (\$41,000)

Scaffolding is included

Stripping work is included (40 hrs)

All other carpentry will be charged at 65hr plus materials. (wood replacements, flashing, tile)

Progress Payments

Payments will be due in accordance with payment schedule. Painter will furnish owner an unconditional lien release for any claim or mechanics lien pursuant to section 3114 of the civil code for that portion of the work for which payment has been made. In the event of non-payment a contractor has the right to place a lien on the property.

Enumeration of Contract Documents

The contract documents, except for modifications issued after execution of this agreement, are enumerated as follows:

Payment schedule as follows: First payment of \$1000 due upon acceptance The balance will be divided into3 payments

Insurances

Upon acceptance of this agreement, the contractor shall provide the following certificates of insurance:

- 1. General Liability and Property Damage
- 2. Workers Compensation Insurance

Right to Rescind

The contract may be terminated by either party as provided by the State Construction laws and the Federal Arbitration Act.

Owner has the right to a completely filled in copy of this agreement, signed by both parties before any work may be started.

Commencement of Work

Estimated time to complete project: 4 weeks

This price is valid for 30 days.

Painter: Winning Colors

OWNER: Patrick Mooney

REHABILITATION PLAN:

SCOPE #3

REPAIR OF TERRAZZO STEPS & REPLAZING

Proposal Rainbow Terrazzo Co. M. Sal Mayorga 281 Dalewood Way San Francisco, Ca. 94127 Home (415)566-6341 Fax (415)665-5063 Cell (415)652-8385 **Proposal Submitted To** Phone Date Patrick (415)312-0799 6-18-16 Address 62 Carmelita Street State, & Zip Code **Job Location** San Francisco, Ca. 94117

We hereby submit specifications and estimates for:

Terrazzo Restoration: The caulking will be removed from the seams of the stairs. It will be replaced with *Quikrete* combined with *Profinish* and a bond for adhesion. The entire stairs and landing will be refinished. The landing will also be cleaned and buffed. The cracks on the steps will be patched with similar material; the outcome will look similar as the existing Terrazzo. After preparation, the area will be sealed with *Terrazzo and Concrete Sealer*.

Under the Stairs: Two steps will be fully supported with cinder blocks and concrete to help prevent further cracks.

Total this job labor and materials: \$3,200.00

We propose hereby to furnish materials and labor-complete in accordance with above specifications for the sum of:

Three Thousand Two Hundred Dollars---and 00/100(\$3,200.00)Payment to be made as follows:

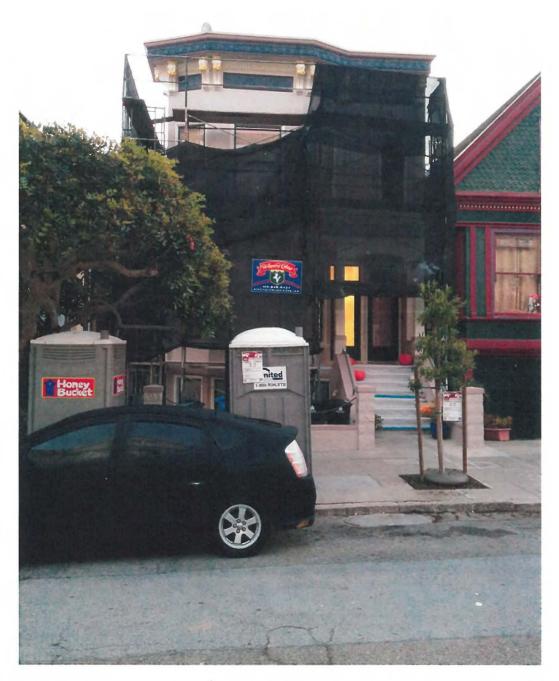
To be paid when this job is completed

Authorization Signature X Note: This proposal may be withdrawn by us if not accepted with in 30 days

Acceptance- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE_	ADDRESS
SIGNATURE X	

Project: Exterior Painting repair of damaged siding/dryrot



During work



Completed project

REHABILITATION PLAN:

SCOPE #4

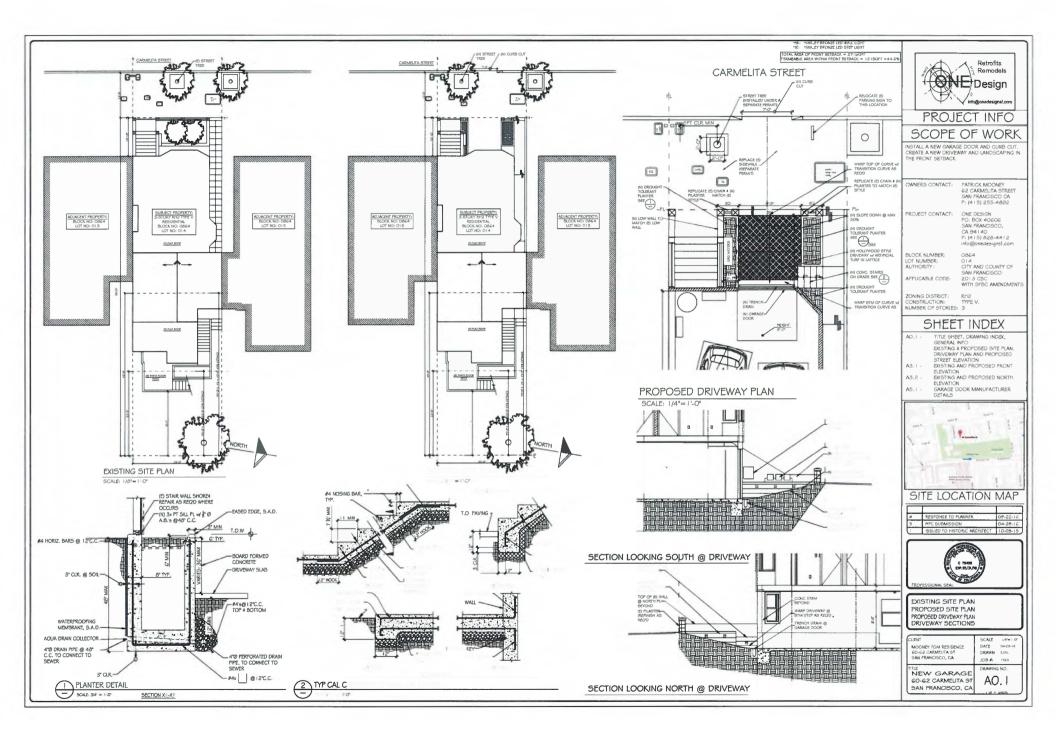
INSTALL GARAGE AND CARRAGE DOORS

ES	TIMATE	
AJHANDYMAN 716 Kumzand Biol 11 Okland CA 8466: Bio-Alfelan	62	t rick Mooney 2 Carmelita St sco, Ca 94117
A J Handyman	San Haner	500, 00 94117
391 Valencia st # 401 San Francisco, Ca 94103	(4	415) 255-4892
Phone: (415) 940-2541	Estimate #	000009
Email: yalm.1987@gmail.com	Date	03/20/2017
	Business / Tax #	1028833
Description		Total
Demolition And Excavation		\$8,000.00
Demolition of the front wall of the building and the p Excavation of all the require soil to meet the require	oony wall on the sidewalk. d angle for the driveway.	
Concrete Driveway		\$14,000.00
This includes all the concrete work required on the on the on the onthe side of the driveway) and the concrete stairs.	driveway and both of the planters (one on	
Framing	· · · · · · · · · · · · · · · · · · ·	\$10,000.00
Framing the opening for the garage door and framin the driveway). Patching the stucco to match with the rest of the bui		
Paint		\$5,000.00
Paint all the new work to match the existing paint.		

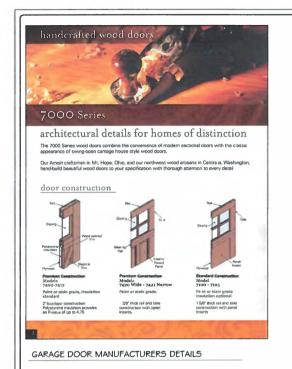
Subtotal	\$37,000.00
Total	\$37,000.00

A J Handyman

4.00













GARAGE DOOR MANUFACTURERS DETAILS

IENT	SCALE 1/4"=1-0"	1	
MOONEY FOM RESIDENCE	DATE 04-28-16		
60-62 CARMELITA ST	DRAWN E.ON.		
SAN PRANCISCO, CA	JOB #: 1565		
LE LA CARACE	DRAWING NO.		
NEW GARAGE 50-62 CARMELITA ST 3AN FRANCISCO, CA	A5.1		

REHABILITATION PLAN:

SCOPE #5

ROOF REPLACEMENT AND GUTTERS

SF Bay Construction Inc License #807049 236 West Portal Ave, Suite 843, San Francisco, CA 94127 415-425-1673 ~ Fax: 415-665-1246

July 13, 2016

Client:

60-62 Carmelita Street, San Francisco Prepared By: Niall Kenny

Architect:

Job Description: Roof replacement

BID PROPOSAL FOR ROOF REPLACEMENT

1. Strip and dispose of existing shingles, flet and plywood

2. Replace with new plywood, waterproofing and shingles.

Total amount proposed -

\$20,000

Exclusions. All public utility services marking; Permits; Permit fees; Special inspection fees; All work not included above.

Project should take approximately 3 weeks to complete depending on weather, material delivery delays, holidays and inspection schedule delays. Commencement of the project can start immediately once contract has been signed.

Should you request any additional information or would like to visit any of our ongoing or past projects please do not hesitate to call me at (415) 425-1673. Please visit our web site at <u>www.sfbayconstruction.com</u> for some past projects that we have completed. List of references on request. All sub-contractors are insured and obtain all disability insurance as per CSLB. Proposal valid for 30 days.

EXHIBIT B:

DRAFT MAINTENANCE PLAN

Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

(Provide a scope number) BUILDING FEATURE: Windows Proposed Rehab/Restoration Maintenance Completed TOTAL COST (rounded to nearest dellar): DESCRIPTION OF WORK: CONTRACT YEAR WORK COMPLETION: 2016 DESCRIPTION OF WORK Window professional to inspect all windows. Check for dryrot, water damage, infittention. Insure bottom sash of each window is operable. Replace ropes, parting baad, stops as required. BUILDING FEATURE: Roof inspection : maintenace # + (Provide a scope number) Maintenance Proposed Completed Rehab/Restoration CONTRACT YEAR WORK COMPLETION: Every two years after 2016 \$2,507 DESCRIPTION OF WORK Check roof for leaks, cracks and damage Repair as needed. Clean gotters and downepouts (Provide a scope number) BUILDING FEATURE: Maintenance Completed Proposed Rehab/Restoration CONTRACT YEAR WORK COMPLETION: TOTAL COST (rounded to nearest dollar): DESCRIPTION OF WORK:

MAINTENANCE PLAN:

SCOPE #6

WINDOW OPERATION & DRYROT DAMAGE REPAIRS

Foxtail Hill Windows & Doors 1428 Yosemite Ave., S.F., (415) 822-8494 (TEL) (415) 822-8493 (FAX)

PROPOSAL

Patrick Mooney DATE: 06/30/'16 License Number: #516029

SUBMITTED:

Name: Patrick Mooney Address: 62 Carmelita Ave., San Francisco, CA

Job Location: 60 -62 Carmelita/Waller Job Phone: 312-0799 (pmmsfo@gmail.com)

SPECIFICATIONS & ESTIMATES:

<u>Unit #62</u>

Make (7) existing bottom sash in operable – check for dry rot, new ropes, parting bead, stop, new satin nickel hardware - <u>\$2240.00</u>

Unit #60

Make (8) existing bottom sash in operable – check for dry rot new ropes, parting bead, stop, new satin nickel hardware - <u>\$2760.00</u>

AUTHORIZED: AUTHORIZED SIGNATURE: DATE: 06/30/'16 DATE:

MAINTENANCE PLAN:

SCOPE #7

ROOF INSPECTION/REPAIRS AND GUTTER CLEANING

ESTIMATE

AJHANDYMAN 3116 Elementational Birl II Oxford CA #460 Birl Alexand

A J Handyman

391 Valencia st # 401 San Francisco, Ca 94103

Phone: (415) 940-2541 Email: yalm.1987@gmail.com

Patrick Mooney

62 Carmelita St San Francisco, Ca 94117

(415) 255-4892

Business / Tax #

1028833

Description

Total

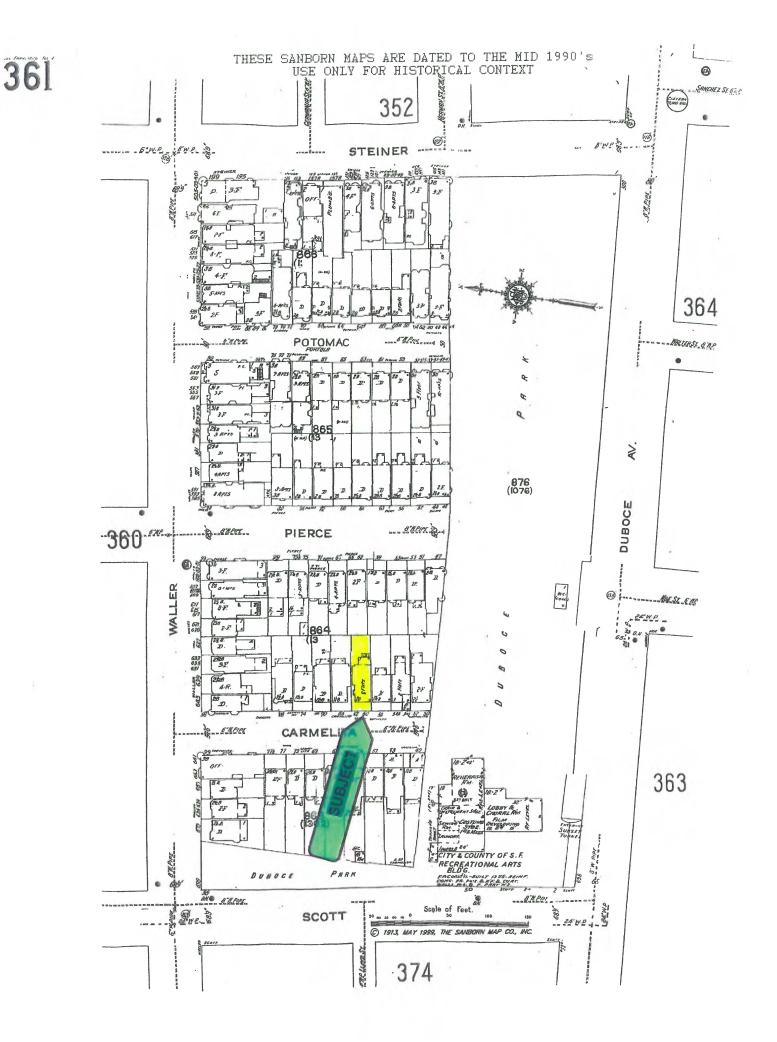
Roof Maintenance

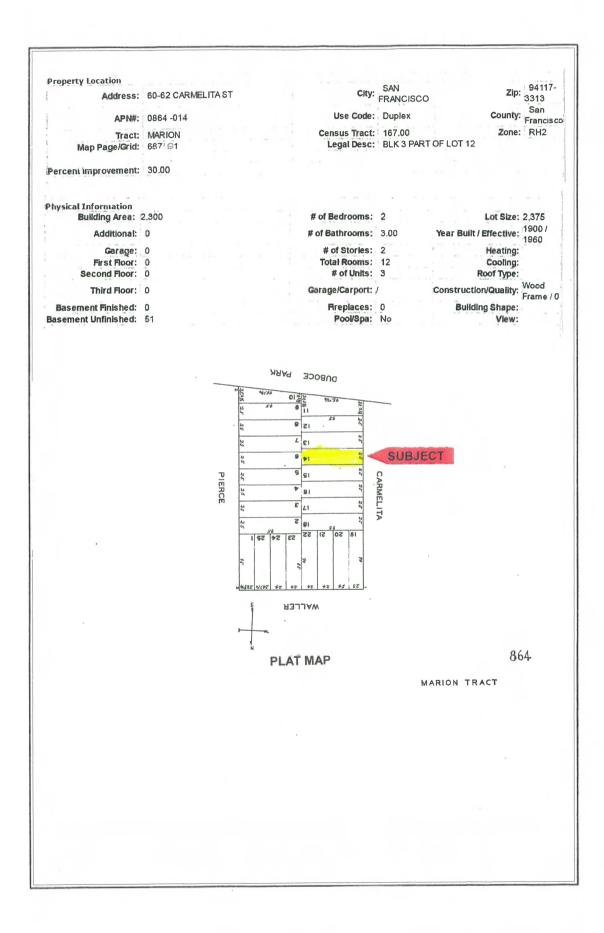
Inspect roof for leaks, cracks and damage to prevent leaking. Repair as needed. Clean gutters and downspouts.

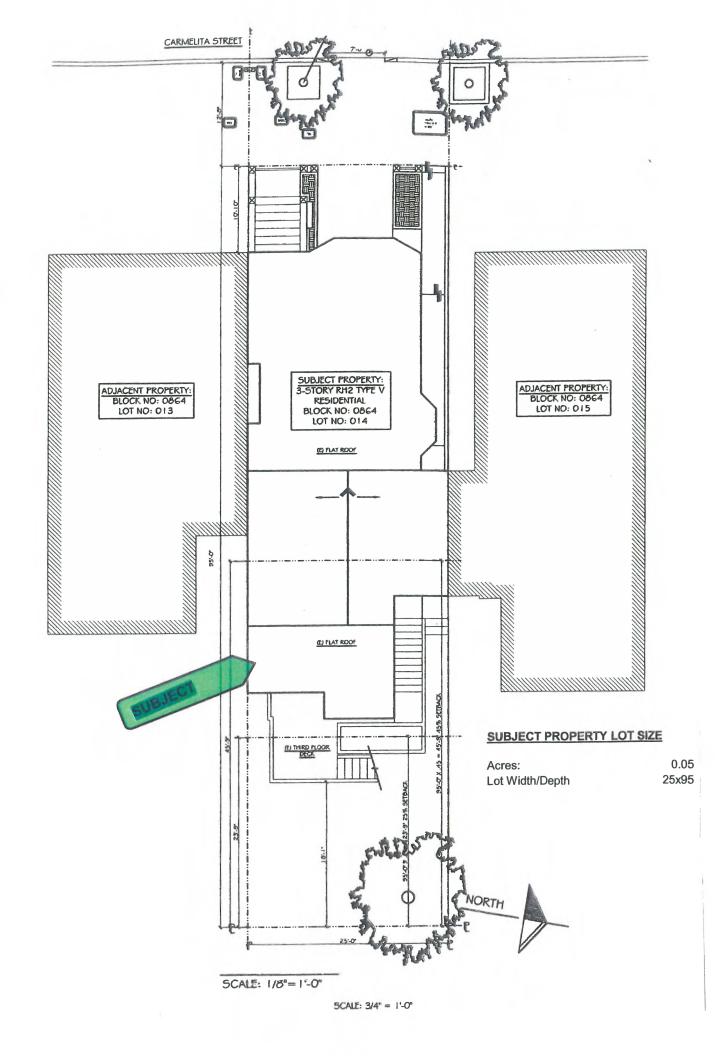
\$2,500.00

A J Handyman

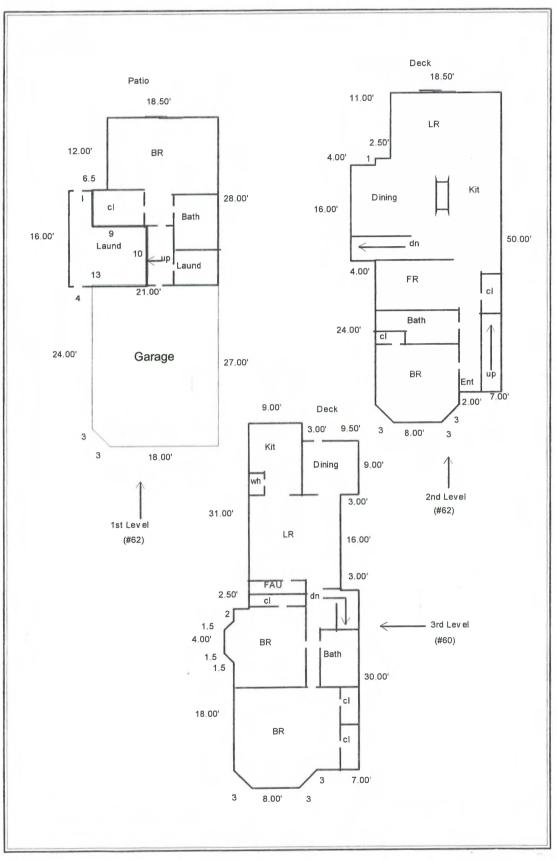
SITE PLANS







BUILDING SKETCH WITH FLOOR PLANS AND SQUARE FOOTAGE CALCULATIONS



	SKETCH CALCULATIONS	Perimeter Area
Misc. Area		
Walkway		
A1: 4.0 x 6.0 =		24.0 130.0
A2 : 13.0 x 10.0 =		154.0
	Total Misc. Area	154.0
Living Area 1st Level (Part of #62)		
A3 : 18.5 x 12.0 =		222.0
A4 : 21.0 x 6.0 =		126 0
A5 : 12.0 x 10.0 =		120.0 468.0
2nd Level (#62)		400.0
A6 : 18.5 x 11.0 =		203.5
A7 : 21.0 x 1.0 =		21.0
A8: 25.0 x 16.0 =		400.0
A9 : 21.0 × 22.0 = A10 : 14.0 × 2.0 =		462.0 28.0
A10: 14.0 x 2.0 - A11: 0.5 x 3.0x3.0 =		4.5
A12:0.5 x 3.0x3.0 =		4.5
A13:8.0 x 3.0 =		24.0 1147.5
3rd Level (#60)		1147.5
A14 : 9.0 x 3.0 =		27.0
A15 : 18.5 x 9.0 =		166.5
A16 : 15.5 x 16.0 =		248.0 55.5
A17 : 18.5 x 3.0 = A18 : 21.0 x 2.0 =		42.0
A19 : 22.5 x 4.0 =		90.0
A20 : 21.0 x 18.0 =		378.0
A21:0.5x1.5x1.5 =		1.1 31.5
A22 : 21.0 x 1.5 = A23 : 0.5 x 1.5x1.5 =		31.5 1.1
A24 : 21.0 x 1.5 =		31.5
A25 : 0.5 x 3.0x3.0 =		4.5
A26 : 0.5 x 3.0x3.0 =		4.5 24.0
A27 : 8.0 x 3.0 =		1105.2
	Total Living Area	2720.7
Garage Area	-	
Galage Anda		
A28 : 21.0 x 24.0 =		504.0
A29:0.5 x 3.0 x 3.0 =		4.5 54.0
A30 : 18.0 x 3.0 =		54.0 562.5
	Total Garage Area	562.5



SUBJECT AERIAL IMAGERY



Aerial Front - East











AERIAL IMAGERY

BUILDING PHOTOS (EXTERIOR AND INTERIOR)

SUBJECT PHOTO ADDENDUM



FRONT OF SUBJECT PROPERTY 60-62 CARMELITA ST SAN FRANCISCO, CA 94117-3313



REAR OF SUBJECT PROPERTY



STREET SCENE



Bedroom (Unit#60)



Dining area (Unit#60)

Bedroom (Unit#50)





Living room (Unit#60)



Kitchen (Unit#60)

Bathroom (Unit#60)





Living room (Unit#62)





Family room (Unit#62)

Kitchen (Unit#62)



Hallway (Unit#62)



Bathroom (Unit#62)

Bathroom (Uni#62)





Bedroom (Unit#62)



Bedroom (Unit#62)



Access from 1st level to 2nd level (Unit#62)

OWNER-OCCUPANCY VS RENTAL INFORMATION

OWNER-OCCUPANCY VS RENTAL INFORMATION

60-62 Carmelita Street is a two unit building totaling 2,720.7 sq. ft. of living area. Unit 60 is 1,105.2 sq. ft. (plus an additional 164 sq. ft. dedicated for tenant laundry/garbage) and is tenant occupied. Unit 62 is 1,147.5 sq. ft., (plus an additional 562.5 sq. ft. of storage/garage) and is owner occupied.

Rental Income Information for 60-62 Carmelita Street, San Francisco, CA 94117

- Unit 60-as of February 1, 2017 the tenant's monthly rental obligation is \$4,214.18. Of this monthly obligation \$186.40 is a one year increase for the recovery of bond measure passthroughs. At the end of the twelfth month the tenant's base rent will be \$4,025.78 plus the annual allowable annual increase determined by the SF Residential Rent Stabilization and Arbitration Ordinance.
- Unit 62-owner occupied. Pursuant to the Appraisal report dated March 15, 2017 performed by Poom Choothakan of SCP Appraisers, Inc. fair market value for the previously mentioned unit in its current condition is \$4,300 per month (see attached appraisal).

GOLDSTEIN, GELLMAN, MELBOSTAD, HARRIS & MCSPARRAN, LLP ATTORNEYS AT LAW 1388 SUTTER STREET SUITE 1000 SAN FRANCISCO, CALIFORNIA 94109-5494 TELEPHONE: (415)673-5600 FACSIMILE: (415)673-5606

NOTICE OF PROPOSED RENT INCREASE

To: Genevieve Johansen Jason Rivera 60 Carmelita Street San Francisco, CA 94117

and all persons claiming a right to possession.

NOTICE IS HEREBY GIVEN that your monthly rent for the above-described premises shall be increased as of February 1, 2017, to \$4,214.18 per month.

This increase includes the 1.6% annual increase allowed under Section 37.3(a)(1) of the San Francisco Residential Rent Stabilization and Arbitration Ordinance ("Rent Ordinance"). Accordingly, your base rent shall be increased by \$63.40 to \$4,025.78.

This increase also includes the following bond measure passthroughs allowed under Section 37.3(a)(6), et seq. of the Rent Ordinance:

2016-2017\$59.092015-2016\$64.712014-2015\$64.60

These increases shall not increase your base rent, and these amounts shall be discontinued after twelve (12) months. Please see the attached worksheets for additional information regarding these bond measure passthroughs.

Nothing in this Notice is intended to create a tenancy between Lessor and any unnamed or unauthorized occupants claiming a right to possession, nor does this Notice constitute an acceptance of additional occupants or subsequent occupants. Lessor expressly reserves any and all rights to establish a new base rent or reclaim possession of the subject premises when all original occupants vacate

Dated December 20, 2016

Apthur Meirson Attorney for Lessor

ADVICE REGARDING THIS NOTICE IS AVAILABLE FROM THE SAN FRANCISCO RESIDENTIAL RENT STABILIZATION AND ARBITRATION BOARD

62066B.docx:

Residential Rent Stabilization and Arbitration Board



2014-15 BOND MEASURE PASSTHROUGH WORKSHEET (For Use During the 2014-15 Tax Year Only, Beginning November 2014)

Date December 9, 2016	· · · · ·	
Property Address 60-62 Carmelita Street, San Francisco	, CA 94117	
Name of (Select One) O Landlord O Agent Patrick Moone	ey/Steve Tom	
Landlord/Agent's Day Phone (415) 255-4892	# of Units (Including Commercial Units)	2

Dear Tenant:

Below is the calculation for the 2014-2015 bond measure passthrough in accordance with Rent Ordinance Section 37.3. This Ordinance permits an owner to pass through to each tenant in the above-referenced property the costs directly attributable to the passage of certain general obligation bond measures previously approved. These costs may be passed through on the tenant's anniversary date to any tenant who was in residence as of November 1, 2014.

The amount on line 8 is the monthly amount I am permitted to pass through to each unit and is calculated by using the formula that follows below. If you have any questions about the calculations, please call the above referenced person and number, or you may also write me at: <u>62 Carmelia Street, San Francisco, CA 94117</u>

If you have not been able to resolve questions about this passthrough with the landlord/agent, a tenant may file a petition with the Rent Board to request a review of the passthrough. You may contact the Rent Board at 252.4602 or go to the Rent Board's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102.

1.	Net Taxable Value (see sample on back for location on bill)		\$ <u>1</u>	,761,808.00
2.	Divide Line 1 by 100 and enter that amount here		\$	17,618.08
3.	Bond Measure Passthrough Factor for 2014-2015 Tax Year*			.088
4.	Multiply Line 2 by Line 3		\$	1,550.39
5.	Number of Units in the Property (including commercial units)			2
6.	Divide Line 4 by Line 5 (yearly passthrough amount per unit)		\$	775.20
7.	Divide Line 6 by 12 months (monthly passthrough amount per unit)		\$	64.60
8.	YOUR MONTHLY BOND PASSTHROUGH COST IS: \$	64.60		(from line 7)

*The Bond Measure Passthrough Factor is based on 100% of the City's general obligation bonds approved by voters between 11/1/96 and 11/30/98, 50% of the City's general obligation bonds approved by voters after 11/14/02, and 50% of the SF Unified School District or SF Community College District's general obligation bonds approved by voters after 11/1/06.

In order for a general obligation bond measure passthrough to be imposed, the following conditions must all be met:

- a. The passthrough shall be imposed on the tenant's anniversary date for an annual allowable increase beginning November of the current tax year through October of the following year, and shall be discontinued after 12 months. Note: Depending upon the date of imposition, collection may continue into the following tax year;
- b. The tenant(s) must have been in residence as of November 1, 2014;
- c. A written notice of the prospective increase must be given along with this form. The notice must be served in accordance with California Civil Code Section 827;
- d. The increase CANNOT become part of the base rent-it must be kept separate and then discontinued after 12 months;
- e. The passthrough amount must be recalculated each year using the Bond Passthrough Factor for that tax year. This form is to be used only for the 2014-2015 tax year;
- f. A landlord cannot petition for bond measure costs through an operating and maintenance expense petition and use this direct passthrough procedure—only one option may be used; and,
- g. Bond measure passthroughs may be "banked" and imposed in future years.

Please note that there is also a separate passthrough authorized for Water System Revenue Improvement Bonds that is not included in this notice.

(See other side for sample of property tax bill)

538 2014-2015 Bond Measure Worksheet 10/15/14

Residential Rent Stabilization and Arbitration Board



2015-16 BOND MEASURE PASSTHROUGH WORKSHEET (For Use During the 2015-16 Tax Year Only, Beginning November 2015)

Date December 9, 2016	
Property Address 60-62 Carmelita Street, San Franci	sco, CA 94117
Name of 🖌 Landlord 🔲 Agent (check one) Patrick Mo	coney/Steve Tom
Landlord/Agent's Day Phone (415) 255-4892	# of Units (Including Commercial Units) 2
Door Topont:	

Dear Tenant:

Below is the calculation for the 2015-2016 bond measure passthrough in accordance with Rent Ordinance Section 37.3. This Ordinance permits an owner to pass through to each tenant in the above-referenced property the costs directly attributable to the passage of certain general obligation bond measures previously approved. **These costs may be passed through on the tenant's anniversary date to any tenant who was in residence as of November 1, 2015.**

The amount on line 8 is the monthly amount I am permitted to pass through to each unit and is calculated by using the formula that follows below. If you have any questions about the calculations, please call the above referenced person and number, or you may also write me at: <u>62 Carmelia Street</u>, San Francisco, CA 94117

If you have not been able to resolve questions about this passthrough with the landlord/agent, a tenant may file a petition with the Rent Board to request a review of the passthrough. You may contact the Rent Board at 252.4602 or go to the Rent Board's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102.

1.	Net Taxable Value (see sample on back for location on bill)		\$ <u>1,</u>	688,134.00
2.	Divide Line 1 by 100 and enter that amount here		\$	16,881.34
З.	Bond Measure Passthrough Factor for 2015-2016 Tax Year*			.092
4.	Multiply Line 2 by Line 3		\$	1,553.08
5.	Number of Units in the Property (including commercial units)			2
6.	Divide Line 4 by Line 5 (yearly passthrough amount per unit)		\$	776.54
7. 1	Divide Line 6 by 12 months (monthly passthrough amount per unit))	\$	64.71
8.	YOUR MONTHLY BOND PASSTHROUGH COST IS: \$	64.71		(from line 7)

*The Bond Measure Passthrough Factor is based on 100% of the City's general obligation bonds approved by voters between 11/1/96 and 11/30/98, 50% of the City's general obligation bonds approved by voters after 11/14/02, and 50% of the SF Unified School District or SF Community College District's general obligation bonds approved by voters after 11/1/06.

In order for a general obligation bond measure passthrough to be imposed, the following conditions must all be met:

- a. The passthrough shall be imposed on the tenant's anniversary date for an annual allowable increase beginning November of the current tax year through October of the following year, and shall be discontinued after 12 months. Note: Depending upon the date of imposition, collection may continue into the following tax year;
- b. The tenant(s) must have been in residence as of November 1, 2015;
- c. A written notice of the prospective increase must be given along with this form. The notice must be served in accordance with California Civil Code Section 827;
- d. The increase CANNOT become part of the base rent-it must be kept separate and then discontinued after 12 months;
- e. The passthrough amount must be recalculated each year using the Bond Passthrough Factor for that tax year, This form is to be used only for the 2015-2016 tax year;
- f. A landlord cannot petition for bond measure costs through an operating and maintenance expense petition and use this direct passthrough procedure—only one option may be used; and,
- g. Bond measure passthroughs may be "banked" and imposed in future years.

Please note that there is also a separate passthrough authorized for Water System Revenue Improvement Bonds that is not included in this notice.

(See other side for sample of property tax bill)

538 2015-2016 Bond Measure Worksheet 10/14/15

Residential Rent Stabilization and Arbitration Board



2016-17 BOND MEASURE PASSTHROUGH WORKSHEET (For Use During the 2016-17 Tax Year Only, Beginning November 2016)

Date December 9, 2016								
Property Address 60-62 Carmelita Street, San Francis	sco, CA 94117							
Name of O Landlord O Agent (check one) Patrick Mooney/Steve Tom								
Landlord/Agent's Day Phone (415) 255-4892	# of Units (Including Commercial Units)	2						

Dear Tenant:

Below is the calculation for the 2016-2017 bond measure passthrough in accordance with Rent Ordinance Section 37.3. This Ordinance permits an owner to pass through to each tenant in the above-referenced property the costs directly attributable to the passage of certain general obligation bond measures previously approved. These costs may be passed through on the tenant's anniversary date to any tenant who was in residence as of November 1, 2016.

The amount on line 8 is the monthly amount I am permitted to pass through to each unit and is calculated by using the formula that follows below. If you have any questions about the calculations, please call the above referenced person and number, or you may also write me at: 62 Carmelia Street, San Francisco, CA 94117

If you have not been able to resolve questions about this passthrough with the landlord/agent, a tenant may file a petition with the Rent Board to request a review of the passthrough. You may contact the Rent Board at 252.4602 or go to the Rent Board's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA 94102.

1.	Net Taxable Value (see sample on back for location on bill)		\$ <u>1</u>	,688,134.00
2.	Divide Line 1 by 100 and enter that amount here		\$	16,881.34
3.	Bond Measure Passthrough Factor for 2016-2017 Tax Year*		•)	.084
4.	Multiply Line 2 by Line 3		\$	1,418.03
5.	Number of Units in the Property (including commercial units)			2
6.	Divide Line 4 by Line 5 (yearly passthrough amount per unit)		\$	709.02
7.	Divide Line 6 by 12 months (monthly passthrough amount per unit)		\$	59.09
8.	YOUR MONTHLY BOND PASSTHROUGH COST IS: \$	59.09		(from line 7)

*The Bond Measure Passthrough Factor Is based on 100% of the City's general obligation bonds approved by voters between 11/1/96 and 11/30/98, 50% of the City's general obligation bonds approved by voters after 11/14/02, and 50% of the SF Unified School District or SF Community College District's general obligation bonds approved by voters after 11/1/06.

In order for a general obligation bond measure passthrough to be imposed, the following conditions must all be met:

- a. The passthrough shall be imposed on the tenant's anniversary date for an annual allowable increase beginning November of the current tax year through October of the following year, and shall be discontinued after 12 months. Note: Depending upon the date of imposition, collection may continue into the following tax year;
- b. The tenant(s) must have been in residence as of November 1, 2016;
- c. A written notice of the prospective increase must be given along with this form. The notice must be served in accordance with California Civil Code Section 827;
- d. The increase CANNOT become part of the base rent-it must be kept separate and then discontinued after 12 months;
- e. The passthrough amount must be recalculated each year using the Bond Passthrough Factor for that tax year. This form is to be used only for the 2016-2017 tax year;
- f. A landlord cannot petition for bond measure costs through an operating and maintenance expense petition and use this direct passthrough procedure—only one option may be used; and,
- g. Bond measure passthroughs may be "banked" and imposed in future years.

Please note that there is also a separate passthrough authorized for Water System Revenue Improvement Bonds that is not included in this notice.

(See other side for sample of property tax bill)

538 2016-2017 Bond Measure Worksheet 10/12/16



Residential Rent Stabilization and Arbitration Board

ALLOWABLE ANNUAL RENT INCREASES

A landlord may increase the tenant's base rent once every 12 months by the amount of the allowable annual rent increase without filing a petition at the Rent Board. Effective March 1, 2016 through February 28, 2017, the allowable annual increase amount is 1.6%. This amount is based on 60% of the increase in the Consumer Price Index for All Urban Consumers in the Bay Area, which was 2.6% as posted in November 2015 by the Bureau of Labor Statistics. To calculate the dollar amount of the 1.6% annual rent increase, multiply the tenant's base rent by .016. For example, if the tenant's base rent is \$1,500.00, the annual increase would be calculated as follows: $1,500.00 \times .016 = 24.00$. The tenant's new base rent would be \$1,524.00 (\$1,500.00 + \$24.00).

Effective Period	Amount of Increase
March 1, 2016 – February 28, 2017	1.6%
March 1, 2015 – February 29, 2016	1.9%
March 1, 2014 – February 28, 2015	1.0%
March 1, 2013 – February 28, 2014	1.9%
March 1, 2012 – February 28, 2013	1.9%
March 1, 2011 – February 29, 2012	0.5%
March 1, 2010 – February 28, 2011	0.1%
March 1, 2009 – February 28, 2010	2.2%
March 1, 2008 – February 28, 2009	2.0%
March 1, 2007 February 29, 2008	1.5%
March 1, 2006 – February 28, 2007	1.7%
March 1, 2005 – February 28, 2006	1.2%
March 1, 2004 – February 28, 2005	0.6%
March 1, 2003 – February 29, 2004	0.8%
March 1, 2002 – February 28, 2003	2.7%
March 1, 2001 – February 28, 2002	2.8%
March 1, 2000 – February 28, 2001	2.9%
March 1, 1999 – February 29, 2000	1.7%
March 1, 1998 – February 28, 1999	2.2%
March 1, 1997 – February 28, 1998	1.8%
March 1, 1996 – February 28, 1997	1.0%
March 1, 1995 – February 29, 1996	1.1%
March 1, 1994 – February 28, 1995	1.3%
March 1, 1993 - February 28, 1994	1.9%
December 8, 1992 – February 28, 1993	1.6%
March 1, 1992 – December 7, 1992	4%
March 1, 1991 – February 29, 1992	4%
March 1, 1990 – February 28, 1991	4%
March 1, 1989 – February 28, 1990	4%
March 1, 1988 – February 28, 1989	4%
March 1, 1987 – February 29, 1988	4%
March 1, 1986 – February 28, 1987	4%
March 1, 1985 – February 28, 1986	4%
March 1, 1984 – February 28, 1985	4%
March 1, 1983 – February 29, 1984	7%
April 1, 1982 – February 28, 1983	7%
 Caution: Only <u>ONE</u> of these two increases may be in through February 28, 1993, based on the tenant's an 	

571 Allowable Annual Rent Increases 12/4/15

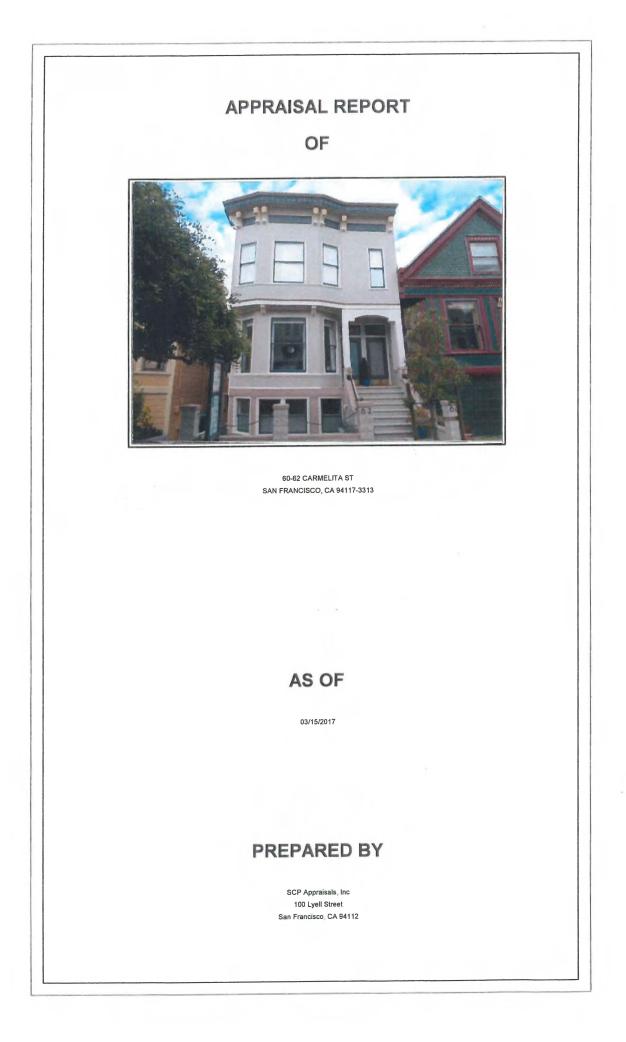
	x · · · · · · · · · · · · · · · · · · ·
1	PROOF OF SERVICE BY U.S. MAIL and CERTIFIED MAIL
2	(CC Section 1946)
3	I, Freddie L. Hannah, Jr. declare that:
4	I am employed in the City and County of San Francisco; I am over the age of 18 years and not a
5	party to the within action; my business address is Goldstein, Gellman, Melbostad, Harris &
6	McSparran, LLP, 1388 Sutter Street, Suite 1000, San Francisco, California.
7	On December 20, 2016, I served true copies of the following document(s):
8	NOTICE OF PROPOSED RENT INCREASE
9	By placing true and correct copies thereof in the United States Mail at San Francisco, California
10	enclosed in sealed envelopes by regular US mail and by certified mail, requiring return receipt, with
11	postage thereon fully prepaid, to all persons, tenants, and subtenants in possession the address below
12	Jason Rivera 60 Carmelita Street
13	San Francisco CA 94117
14	
15	I am "readily familiar" with the firm's practice of collection and processing of correspondence
16	for mailing. The above document(s) is(are) deposited with the U.S. Postal Service on that same day in
17	the ordinary course of business.
18	I declare under penalty of perjury under the laws of the State of California that the foregoing is
19	true and correct, and that this document was executed on December 20, 2016.
20	Foddie S. Hannah
21	Freddie L. Hannah, Jr.
22	
23	
24	en e
25	ha selate super sur sur sur sur sur sur sur sur sur su
26	
27	and an end of the second s
28	
ат. Т	POS Certified & regular mail (UD)DOC:
	POS By Certified Mail on 12/20/16

PROOF OF SERVIC	E BY U.S. MAIL and CERTIFIED MAIL
	(CC Section 1946)
I, Freddie L. Hannah, Jr. declare t	that:
I am employed in the City and Co	ounty of San Francisco; I am over the age of 18 years and not a
party to the within action; my busin	ness address is Goldstein, Gellman, Melbostad, Harris &
McSparran, LLP, 1388 Sutter Street, Suit	te 1000, San Francisco, California.
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By placing true and correct copies the	ereof in the United States Mail at San Francisco, California
enclosed in sealed envelopes by regular	US mail and by certified mail, requiring return receipt, with
postage thereon fully prepaid, to all perso	ons, tenants, and subtenants in possession the address below
	Geneveive Johansen
	60 Carmelita Street San Francisco CA 94117
	firm's practice of collection and processing of correspondence
	are) deposited with the U.S. Postal Service on that same day in
the ordinary course of business.	
I declare under penalty of perjury	y under the laws of the State of California that the foregoing is
true and correct, and that this document	was executed on December 20, 2016.
	511-5 D. 11/1
	Freddie L. Hannah, Jr.
	Ficulte L. Haiman, Jr.
*	•
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POS Certified & regular mail (UD)DOC:	

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SCP Appraisals, Inc

Small Residential Income Property Appraisal Report

	Are there	any physical	defici	encie	es or a	dverse o	conditi	ons th	at af	fect the li	vability, soundne	ess, c	or strue	ctural	integrity	of the property?		Yes	XIN	o If Ye	s, des	cribe
MPROVEMENTS																						
E																· · · · · · · · · · · · · · · · · · ·						
NE	Does the	property gene	rally	confo	orm to	the neig	hborh	ood (f	unctio	onal utilit	y, style, conditio	n, use	e, con	struct	ion, etc.)	? X Yes	No	lf No	, descr	ibe		
RO			_	_								_										
dW								1														
-		perty subject to	o ren	t cont	trol?	X	es	No) If Y	res, desc	ribe (SAN FRA	NCIS	CO'S I	RENT	CONTRO	OL LAW EXCEMP	PTION	1 TO	ANY B	UILDING	CON	STRUCTED
	AFTER JU		renz	acon	the m	nost cur	ont c	imilar	bne	provimat	e comparable re	ntal r	roper	tios to	the sub	ject property. Th	ic an	alvei	e ie inte	andod to	CUDD	ort the
		the market re					ent, s	irimai,	anu	proximat	e comparable re	mar	ioper	1165 10	uie sub	ject property. Th	15 011	alysi	5 15 1110		supp	ontine
	FEATURE				JECT	pony	T	COMF	ARA	BLE REI	VTAL#1	1	COM	PAR	ABLE RE	ENTAL # 2	T	CC	OMPAR	ABLE	RENT	AL # 3
	Address	60-62	CAR	MEL	TA ST					2-454 LIL					9 HAYE					BURNE		
		SAN FRAN	cisco	O, CA	9411	7-3313		SAN	FRA	NCISCO	CA 94102		SA	I FRA	NCISCO	, CA 94117		SA	AN FRA	NCISC	D, CA	94131
	Proximity		1.3		L. AN	S. M		1. 1. m. r ing	0.	.41 miles	NE			0.3	39 miles	NW			1.	14 miles	SW	
		onthly Rent	\$		4,200			9- 1- 1-	1	2475	\$ 6,100	15	1.3	18	197.5	\$ 10,817	el.e	3-1			\$	4,200
			\$	_	54	sq. ft.		N		\$	2.89 Sq. ft.		No.		\$	2,49 Sq. ft.	5.4	Ty		\$	1.70	sq. fl
_	Rent Cont Data Sour		X	Yes		No	X			No	IDODATA	X	Yes		No		ЦX	Ye		No	hipor	
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0	Location				AN/GC		-	-		RBAN/GO					BAN/GC			-		RBAN/G		n (
Ā	Actual Age	9			17 yrs					117 yrs					117 yrs					42 yrs		
RENTAL DAT	Condition				GOOD					GOOD					GOOD					GOOL		
Ŷ	Gross Buil	ding Area			2,720					2,112					4,340					2,466		
COMPARABLE	11-25		Rm	Cou	nt	Size	Rm	Count		Size	Monthly Rent	Rm	Cour	t	Size	Monthly Rent	Rm	Cou	nt	Size	Mo	nthly Rent
A	Unit Brea	kdown			T	Sq. Ft.	T-1			Sq. Ft.			T		Sq. Ft.			1		Sq. Ft.		
Ă	Unit #1		Tot 5	Br 2	Ba 2	4.045	Tot 5	Br 2	Ba 1.00	4 200	\$ 4,000	Tot 7	Br 3	Ba 1.00	1,740	\$ 4,369	Tot 5	Br 2		4 000		
Ż	Unit #2		4	2	1	1,615 1,105	3	1	1.00		\$ 4,000 \$ 2,100		2	1.00	1,740		-	2			-	OBC 4,200
8	Unit #3			-		1,100		- 1	1.00	012	\$ 2,100	4	1	1.00			1	1	2.00	1,200	s	4,200
	Unit #4										\$					\$					\$	
	Utilities Inc	luded	WA	TER	& GAF	RBAGE		v	VATE	R & GAR	BAGE			NATE	R & GAR	RBAGE			WATE	R & GA	RBAG	E
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1																of the market re	nt for	eac	h unit i	n the su	bject p	property.
		Leas	ses							Actu	al Rent					Opinion O	f Mar	ket F	Rent			
			Le	ease l	Date					Pe	er Unit			Total		F	PerU	nit			Т	otal
4	Unit No.	Begir				End			nfurn	ished	Furnished			Rent		Unfurnished	-		umishe			Rent
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Ľ Y		OVIDED BY TH				THE CAR STREET					ome (itemize)		\$.,		Other Monthly In	-			1		0,000
5											nly Income		\$	4,2	00	Total Estimated	Mont	thly I	ncome		6	8,300
Date		luded in estim								Sewer	the second se	Dil	Ca	ole	x Trasl	n collection	Othe	er.				
-											ng personal prop			-		CALLY PAY FOR						VICE.
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	I X did	did not r	esear	rch th	e sale	or trans	fer his	story o	of the	subject i	property and con	npara	ble sa	les. I	f not. exp	olain						
																		_				
1.1	My research	the second se			reveal	any pric	or sale	s or tr	ansfe	ers of the	subject property	for t	he thr	ee ye	ars prior	to the effective of	date o	of this	s appra	isal.		
2		e(s) MLS/NDC																				
	My research				reveal	any pric	or sale	s or tr	ansfe	ers of the	comparable sal	es fo	the y	ear pi	nor to the	e date of sale of	the c	ompa	arable	sale.		
-		e(s) MLS/NDC			ne hn	alveie of	the n	rioren	le or	transfor	history of the cul	niect	nrono	ty an	d comes	rable sales (repo	he tre	ditio	nal pric	realor	00.020	
		ITEM	Gaed	non d		SUBJE		101 30			MPARABLE SAL					RABLE SALE # 2		anno		PARABL		
		or Sale/Transfe	er			09/18/2				001		TT I							00141	04/24/2		
		or Sale/Transf				2,100,0														1,502		
	Data Source	e(s)			(N	ILS/NDC)			(MLS/NDCDATA)			(MLS	/NDCDATA)			(1	ILS/NDO)
-		e of Data Sourc				03/15/2					03/15/2017					3/15/2017				03/15/2		
																ALS, THE SUBJE						
-	9/18/2015 IN	THE AMOUNT	r of s	\$2,100	0,000 (DOC#K1	34003	12/LP	: \$2,1	00,000/LI	D: 6/30/2015/DON	1:0 E	AY). N	IONE	OF COM	PARABLES HAS	RES	OLD	WITHIN	THE L	AST 12	MONTHS.
-																						

Freddie Mac Form 72 March 2005

Fannie Mae Form 1025 March 2005

SCP Appraisals, Inc RENTALS 1-2-3

Borrower STEPHEN TOM/PATRIC	KMOONEY					
Property Address 60-62 CARMEL	ITA ST					
City SAN FRANCISCO	County	SAN FRANCISCO	State	CA	Zip Code	94117-3313



COMPARABLE RENTALS # 1 452-454 LILY ST SAN FRANCISCO, CA 94102

COMPARABLE RENTALS # 2 1309 HAYES ST SAN FRANCISCO, CA 94117



COMPARABLE RENTALS # 3 433 BURNETT AVE SAN FRANCISCO, CA 94131



Produced by ClickFORMS Software 800-622-8727

Small Residential Income Property Appraisal Report

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.

2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.

3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.

4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.

5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.

7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.

8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.

9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.

10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.

11. I have knowledge and experience in appraising this type of property in this market area.

12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.

14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.

15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.

16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.

17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.

18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).

19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

アンマンシンシンシン Business, Consumer Services & Housing Agency BUREAU OF REAL ESTATE APPRAISERS REAL ESTATE APPRAISER LICENSE **Poom Choothakan** Produced by ClickFORMS Software 800-622-8727 has successfully met the requirements for a ficense as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title: "Certified General Real Estate Appraiser" This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification, Law. BREA APPRAISER IDENTIFICATION NUMBER: AG-012315 Effective Date: June 6, 2015 Date Expires: June 5. 2017 Jim Martin, Bureau Chief, BR 3021647

Appraiser's Certification

94117-3313

Zip Code

State CA

SAN FRANCISCO

County

BOTTOWER STEPHEN TOMIPATRICK MOONEY Property Address 60-62 CARMELITA ST City_SAN FRANCISCO

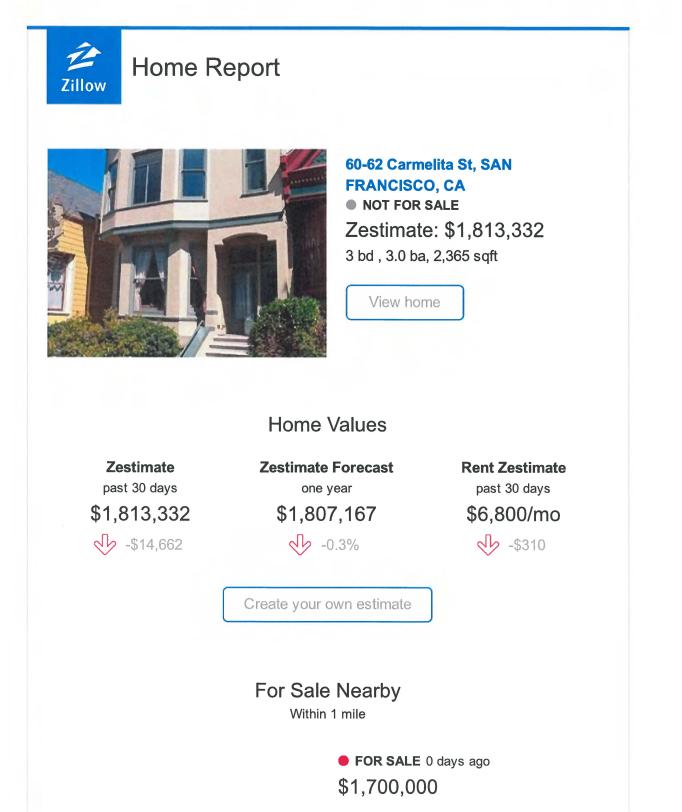
OPINION OF BUILDING VALUE & MARKET TREND



Zestimate for 60-62 Carmelita St has decreased. See details

1 message

Zillow <no-reply@mail.zillow.com> To: pmmsfo@gmail.com Tue, Mar 28, 2017 at 3:08 PM



0.80 mi. away 1312 Jessie St, San Francisco, CA





FOR SALE 5 days ago
 \$1,695,000
 0 bd, 2,720 sqft, 0.69 mi. away
 517 Lyon St, San Francisco, CA



FOR SALE 5 days ago
\$10,500,000
0 bd, 1.21 mi. away
99 Lupine Ave, San Francisco, CA

See all for sale nearby

Recently Sold Nearby Within 1 mile

SOLD 18 days ago
\$2,750,000
6 bd, 4.0 ba, 4,000 sqft, 0.70 mi. away
1569-1571A Oak Street

PROPERTY TAX STATEMENTS & HOMEOWNER'S EXEMPTION



Office of the Treasurer & Tax Collector

Secured Property Tax Information & Payment – Property Information Tax Year 2016 - 2017 This tax bill has been corrected.

Prior Year Secured Tax Payment Information 2015-2016 2014-2015 2013-2014 2012-2013 2011-2012 2010-2011

Mailing Information

Change of Address Form Click Here.

Property

<u>Vol #</u>	Block #	<u>Lot #</u>	Account #	Tax Bill #	Tax Rate	Property Location
06	0864	014	086400140	035437	1.1792 %	60 CARMELITA ST

Assessment Information

Assessment	Full Value	Tax Rate	Amount
LAND	\$844,068	1.1792 %	\$9,953.24
Impr/Structural	\$844,066		\$9,953.22
Impr/Fixtures			\$0.00
Personal Property			\$0.00
Gross Taxable Value	\$1,688,134		\$19,906.47
LESS: Exemptions			
Homeowner's			\$0.00
Other			\$0.00
Net Taxable Value	\$1,688,134		\$19,906.47

Direct Charges and/or Special Assessments

Code	Туре	Phone #	Amount
29	Rent Stabilization	(415) 252-4600	\$80.00
79	DW Code Enf Fee	(415) 558-6288	\$104.00
89	SFUSD Facility Dist	(415) 355-2203	\$54.12
91	SFCCD Parcel Tax	(415) 487-2400	\$79.00
98	SF-Teacher Support	(415) 355-2203	\$236.98
Total Direct Charges and Special Assessments	\$554.10		
Total Due			\$20,460.56

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000258

City & County of San Francisco José Cisneros, Treasurer David Augustine, Tax Collector Secured Property Tax Bill For Fiscal Year July 1, 2016 through June 30, 2017

Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Loca	tion
06	0864	014	086400140	1.1792%	October 14, 2016	60 CARMELI	A ST
Assessed on January 1, 2016			Assessed Value				
10:	To: MOONEY PATRICK MICHAEL		Description	Full Value	Tax Amount		
					Land	844,068	9,953.24
MOONEY PATRICK MICHAEL			Structure	844,066	9,953.22		
	PO BOX 14322		Fixtures				
SAN FRANCISCO CA 94114			Personal Property				
			Gross Taxable Value	1,688,134	19,906.47		
					Less HO Exemption		
					Less Other Exemption		
					Net Taxable Value	1,688,134	\$19,906.47

Direct Charges and Special Assessments				
Code	Туре	Telephone	Amount Due	
29	RENT STABILIZATION	(415) 701-2311	80.00	
79	DW CODE ENF FEE	(415) 558-6288	104.00	
89	SFUSD FACILITY DIST	(415) 355-2203	54.12	
91	SFCCD PARCEL TAX	(415) 487-2400	79.00	
98	SF - TEACHER SUPPORT	(415) 355-2203	236.98	

Total Direct Charges and Special Assessments

\$554.10

CORRECTED TAX BILL A0301 11/15/16

► TOTAL DUE	\$20,460.56
1st Installment	2nd Installment
\$10,230.28	\$10,230.28
12/20/2016	DUE 04/10/2017

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

В	07007	Exemptions		12/14/2016
	and the second se	Block Lot 0864 014 Owner Id 0000806206 Seq 60 - 62 CARMELITA ST		1/01/2017 99/99/9999
	Name	MOONEY PATRICK MICHAEL	SSN - 1 SSN - 2	
		PO BOX 14322 SAN FRANCISCO CA 94114	# of Units	1
	Exemption Lessor Stat	HO Homeowner's 7K cement Flag	Amount Percent	<mark>7,000</mark> .000
	Status Mail Date Recvd Date	APR Approved Resolution 9/18/2015 Document #	NumMth 0 I Late % StatDte User Id Last Mod	

F1=Help F3=Exit F4=MCL F5=Chg Ownr F24=Add'

PRELIMINARY CHANGE OF OWNERSHIP REPORT

EF-502-A-R12-0513-38001542-1 BOE-502-A (P1) REV. 12 (05-13)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located.



CARMEN CHU Assessor-Recorder 1 Dr. Carlton B. Goodlett Place City Hall - Room 190 San Francisco, CA 94102-4698

for the county where the property is located.				
NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE	0869-019			
(Make necessary corrections to the printed name and mailing address)				
Patrick Moonen/Steve Tom	SELLER/TRANSFEROR			
62 Carmelita Street	BUYER'S DAYTIME TELEPHONE NUMBER			
San Francisco, CA 94117	(415) 255 · 4892 BUYER'S EMAIL ADDRESS	1.		
	J PMMSFO@ 9m	a.l. Com		
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY 60-62 Carmelita Street, San Fro MAIL PROPERTY TAX INFORMATION TO (NAME)	FILLE AN OSIGN			
MAIL PROPERTY TAX INFORMATION TO (NAME)				
ADDRESS	CITY	STATE ZIP CODE		
62 Carmelita Street	San Francisco	CA94117		
YES NO This property is intended as my principal residence. If YES, or intended occupancy.	please indicate the date of occupancy Z	DAY YEAR		
PART 1. TRANSFER INFORMATION Please complete a				
This section contains possible exclusions from reassessment f				
YES NO A. This transfer is solely between spouses (addition or remov	al of a shouse, death of a shouse, divorce s	ettlement etc.)		
B. This transfer is solely between domestic partners currently				
a partner, death of a partner, termination settlement, etc.).	······································			
└ └ ★ C. This is a transfer: between parent(s) and child(ren)	from grandparent(s) to grandchild(ren).			
☐ ★ D. This transfer is the result of a cotenant's death. Date of de				
* E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO				
* F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county?				
G. This transaction is only a correction of the name(s) of the per If YES, please explain:	rson(s) holding title to the property (e.g., a nar	me change upon marriage).		
H. The recorded document creates, terminates, or reconveys	a lender's interest in the property.			
I. This transaction is recorded only as a requirement for fina (e.g., cosigner). If YES, please explain:	ncing purposes or to create, terminate, or re	econvey a security interest		
J. The recorded document substitutes a trustee of a trust, mo	ortgage, or other similar document.			
K. This is a transfer of property:				
1. to/from a revocable trust that may be revoked by the tra the transferor, and/or the transferor's spouse				
2. to/from a trust that may be revoked by the creator/gran names the other joint tenant(s) as beneficiaries when the tenant (s) as beneficiaries when tenant (s) as beneficia		ich		
3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's	s spouse 🔲 grantor's/trustor's registered	domestic partner.		
L. This property is subject to a lease with a remaining lease t				
M. This is a transfer between parties in which proportional ir being transferred remain exactly the same after the transfer) in each and every parcel		
N. This is a transfer subject to subsidized low-income housing		d restrictions.		
. This transfer is to the first purchaser of a new building con	taining an active solar energy system.			
* Please refer to the instructions for Part 1.				
Please provide any other information that will help th		ne transter.		
THIS DOCUMENT IS NOT SUBJ	ECT TO PUBLIC INSPECTION			



EF-502-A-R12-0513-38001542-2 BOE-502-A (P2) REV. 12 (05-13)

PART 2. OTHER TRANSFER INFORMATION Ch	eck and complete as applicable	9.		
A. Date of transfer, if other than recording date:		· · · · · · · · · · · · · · · · · · ·		
B. Type of transfer:				
Purchase Foreclosure Gift Trade or exchange M				
Contract of sale. Date of contract:	Inheritance. Date of	death:		
Sale/leaseback Creation of a lease Assignment of a lease	_			
Original term in years <i>(including written options)</i> :Other. Please explain:				
	If YES, indicate the percentage trans	sferred: <u>%</u>		
PART 3. PURCHASE PRICE AND TERMS OF SALE Check	and complete as applicable.	i		
A. Total purchase price		\$		
B. Cash down payment or value of trade or exchange excluding closing costs		mount \$		
C. First deed of trust @% interest foryears. Monthly payme	A A	Amount \$		
FHA (Discount Points) Cal-Vet VA (Discount Points)	Fixed rate Variable rate			
Bank/Savings & Loan/Credit Union Loan carried by seller				
Balloon payment \$ Due date:				
D. Second deed of trust @% interest for years. Monthly payme		\mount \$		
Fixed rate Variable rate Bank/Savings & Loan/Credit Unior	Loan carried by seller			
Balloon payment \$ Due date:				
E. Was an Improvement Bond or other public financing assumed by the buyer?	YES NO Outstanding ba	alance \$		
F. Amount, if any, of real estate commission fees paid by the buyer which are n	ot included in the purchase price	\$		
G. The property was purchased: Through real estate broker. Broker name:	Phone nun	nber: (
Direct from seller From a family member-Relationship				
Other. Please explain:				
 H. Please explain any special terms, seller concessions, broker/agent fees waive existing loan balance) that would assist the Assessor in the valuation of your 		on (e.g., buyer assumed the		
	neck and complete as applicabl	<i>θ</i> .		
A. Type of property transferred		1		
	o-op/Own-your-own	Manufactured home		
	ndominium	Unimproved lot		
Other. Description: (i.e., timber, mineral, water rights, etc.)	neshare	Commercial/Industrial		
B. YES NO Personal/business property, or incentives, provided by seller property are furniture, farm equipment, machinery, etc. Exam				
If YES, enter the value of the personal/business property: \$_	Incentives	\$		
C. YES NO A manufactured home is included in the purchase price.				
If YES, enter the value attributed to the manufactured home: \$_				
YES NO The manufactured home is subject to local property tax. If NO, enter decal number:				
D. YES NO The property produces rental or other income.				
If YES, the income is from: Lease/rent Contract Mineral r	ights Other:			
E. The condition of the property at the time of sale was: Good	Average EFair Poo	r		
Please describe:				
CERTIFICATIO	DN			
I certify (or declare) that the foregoing and all information hereon, including any the best of my knowledge and belief.		ments, is true and correct to		
SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER	DATE			
NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS		
The Assessor's office may contact you for additional in	formation regarding this transaction.			



ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is <u>very important</u>. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C,D,E, F: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

G: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

I: A "cosigner" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

N: Check YES only if property is subject to subsidized low-income housing requirements with governmentally imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).

O: If you checked YES, you may qualify for a new construction property tax exclusion. A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.



PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A "balloon payment" is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An "**improvement bond or other public financing**" is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.



HISTORICAL PROPERTY TAX ADJUSTMENT WORKSHEET CALCULATION FOR 60-62 CARMELITA STREET, SAN FRANCISCO

Historical Property Tax Adjustment Worksheet Calculation for 60-62 Carmelita Street, San Francisco

Annual Income and Annual Operating Expenses	
Potential Annual Gross Income	\$99,600
Estimated Vacancy and Collection Loss of 2%	(\$1,992)
Effective Gross Income	\$97,608
Less Operating Expenses (15%)	<u>(\$14,641)</u>
Net Income	\$82,967
Restricted Capitalization Rate	
Interest Component	0.0375
Historical Property Risk Component	0.0200
Property Tax Component	0.0118
Amoritization Component	0.0067
Restricted Cap Rate	0.0760
Historical Dranatty Value	¢4 694 494
Historical Property Value	\$1,681,134
Current Tax Rate	\$19,906
New Tax Calculation (adjusted w/ Mills Act Assessement)	\$12,879
Property Tax Savings	\$7,027
Property Value Based On Restricted Income Approach	\$954,767
Estimated Market Value	\$1,813,332
Factored Base Year	\$1,681,134
	ψ1,001,104