<b>File</b>	No.	171100

Committee Item No.	4	
Board Item No.		

## **COMMITTEE/BOARD OF SUPERVISORS**

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[Mills Act Historical Property Contract - 60-62 Carmelita Street]

Resolution approving an historical property contract between Patrick Mooney and Stephen G. Tom, the owners of 60-62 Carmelita Street, and the City and County of San Francisco, under Administrative Code, Chapter 71; and authorizing the Planning Director and the Assessor-Recorder to execute the historical property contract.

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

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

WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in File No. 171100, is incorporated herein by reference, and the Board herein affirms it; and

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

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

WHEREAS, 60-62 Carmelita Street is designated as a Contributor to the Duboce Park Historic District under Article 10 of the Planning Code and thus qualifies as an historical property as defined in Administrative Code, Section 71.2; and

WHEREAS, A Mills Act application for an historical property contract has been submitted by Patrick Mooney and Stephen G. Tom, the owners of 60-62 Carmelita Street, detailing rehabilitation work and proposing a maintenance plan for the property; and

WHEREAS, As required by Administrative Code, Section 71.4(a), the application for the historical property contract for 60-62 Carmelita Street was reviewed by the Assessor's Office and the Historic Preservation Commission; and

WHEREAS, The Assessor-Recorder has reviewed the historical property contract and has provided the Board of Supervisors with an estimate of the property tax calculations and the difference in property tax assessments under the different valuation methods permitted by the Mills Act in its report transmitted to the Board of Supervisors on October 11, 2017, which report is on file with the Clerk of the Board of Supervisors in File No. 171100 and is hereby declared to be a part of this Resolution as if set forth fully herein; and

WHEREAS, The Historic Preservation Commission recommended approval with conditions of the historical property contract in its Resolution No. 903, including approval of the Rehabilitation Program and Maintenance Plan with deletion of Scope #4: Install Garage, attached to said Resolution, which is on file with the Clerk of the Board of Supervisors in File No 171100 and is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, The draft historical property contract between Patrick Mooney and Stephen G. Tom, the owners of 60-62 Carmelita Street, and the City and County of San Francisco is on file with the Clerk of the Board of Supervisors in File No. 171100 and is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to Administrative Code, Section 71.4(d) to review the Historic Preservation Commission's recommendation and the information provided by the Assessor's Office in order to determine

whether the City should execute the historical property contract for 60-62 Carmelita Street; and

WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the owner of 60-62 Carmelita Street with the cost to the City of providing the property tax reductions authorized by the Mills Act, as well as the historical value of 60-62 Carmelita Street and the resultant property tax reductions, and has determined that it is in the public interest to enter into a historical property contract with the applicants; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves with conditions recommended by the Historic Preservation Commission the historical property contract between Patrick Mooney and Stephen G. Tom, the owners of 60-62 Carmelita Street, and the City and County of San Francisco; and, be it

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



# Mills Act Historical Property Contracts Case Report

Hearing Date:

October 4, 2017

Staff Contact:

Shannon Ferguson - (415) 575-9074

shannon.ferguson@sfgov.org

Reviewed By:

Tim Frye – (415) 575-6822

tim.frye@sfgov.org

a. Filing Date:

May 1, 2017

Case No.:

2017-005434MLS

Project Address:

215 and 229 Haight Street (formerly 55 Laguna Street)

Landmark District:

Landmark Nos. 257, 258 (Woods Hall and Woods Hall Annex)

Zoning:

NC-3 – Neighborhood Commercial, Moderate Scale;

RM-3 – Residential Mixed, Medium Density; P – Public

Height &Bulk:

85-X, 50-X, 40-X

Block/Lot:

0857/002

Applicant:

Alta Laguna, LLC

20 Sunnyside Ave., Suite B Mill Valley, CA 94941

**b.** Filing Date:

May 1, 2017

Case No.:

2017-005884MLS

Project Address:

56 Potomac Street

Landmark District:

Duboce Park Historic District Contributor

Zoning:

RH-2 (Residential-House-Two Family)

Height and Bulk:

40-X

Block/Lot:

0866/012

Applicant:

Jason Monberg & Karli Sager

105 Steiner Street

San Francisco, CA 94117

c. Filing Date:

May 1, 2017

Case No.:

2017-004959MLS

Project Address:

60-62 Carmelita Street

Landmark District:

Duboce Park Historic District Contributor

Zoning:

RH-2 (Residential-House-Two Family)

Height and Bulk:

40-X

Block/Lot:

0864/014

Applicant:

Patrick Mooney & Stephen G. Tom

62 Carmelita Street

San Francisco, CA 94117

www.sfplanning.org

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

Reception:

415.558.6378

Fax:

415.558.6409

Planning Information: 415.558.6377

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005887MLS; 2017-005419MLS; 2017-006300MLS

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d. Filing Date:

May 1, 2017

Case No.:

2017-005396MLS

Project Address:

101 Vallejo Street

Landmark District:

San Francisco Landmark No. 91 (Gibb-Sanborn Warehouses),

contributor to the Northeast Waterfront Historic District, and

individually listed on the National Register of Historic Places

Zoning:

C-2 (Community Business)

Height and Bulk:

65-X

Block/Lot:

0141/013

Applicant:

855 Front Street LLC

610 W. Ash Street, Ste. 1503

San Diego, CA 92101

e. Filing Date:

May 1, 2017

Case No.:

2017-005880MLS

Project Address:

627 Waller Street

Landmark District: Zoning:

Duboce Park Historic District Contributor RTO (Residential Transit Oriented District)

Height and Bulk:

40-X

Block/Lot:

0864/012

Applicant:

John Hjelmstad & Allison Bransfield

627 Waller

San Francisco, CA 94117

**f.** Filing Date:

May 1, 2017

Case No.:

2017-005887MLS **940 Grove Street** 

Project Address: Landmark District:

Contributor to the Alamo Square Historic District

Zoning:

RH-3 (Residential-House, Three Family)

Height and Bulk:

40-X

Block/Lot:

0798/058

Applicant:

Smith-Hantas Family Trust

940 Grove Street

San Francisco, CA 94117

g. Filing Date:

May 1, 2017

Case No.:

2017-005419MLS

Project Address:

973 Market Street

Landmark District:

Contributor to the Market Street Theater and Loft National Register

Historic District

Zoning:

C-3-G (Downtown-General)

Height and Bulk:

120-X

Block/Lot:

3704/069

Applicant:

Raintree 973 Market Newco LLC

28202 Cabot Rd., Ste. 300

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005887MLS; 2017-005419MLS; 2017-006300MLS

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Laguna Nigel, CA 92677

**h.** Filing Date:

May 1, 2017

Case No.:

2017-006300MLS

Project Address:

1338 Filbert Street

Landmark District:

Landmark No. 232 (1338 Filbert Cottages)

Zoning:

RH-2 (Residential- House, Two Family)

Height and Bulk:

40-X

Block/Lot:

0524/031, 032, 033, 034

Applicant: 1338 Filbert LLC

30 Blackstone Court

San Francisco, CA 94123

#### PROPERTY DESCRIPTIONS

- a. 215 and 229 Haight Street (formerly 55 Laguna Street): The subject property is located on the northwest corner of Haight and Buchanan streets, Assessor's Parcel 0857/002. The subject property is within a NC-3 Neighborhood Commercial, Moderate Scale and RM-3 Residential Mixed, Medium Density; P Public zoning district and 85-X and 50-X Height and Bulk district. The property is designated as San Francisco Landmark Nos. 257 and 258. The Spanish style Woods Hall and Woods Hall Annex were built in 1926 and 1935, respectively, for the San Francisco State Teacher's College (San Francisco Normal School) for use as a science building. Completed in phases as Works Progress Administration (WPA) funds became available, Woods Hall Annex also contains a WPA mural by Rueben Kadish known as "A Dissertation on Alchemy," which is located at the top of the stairwell at the east end of Woods Hall Annex. The property was rehabilitated in 2015-2016 as multiple-family housing.
- b. 56 Potomac Street: The subject property is located on the east side of Potomac Street between Waller Street and Duboce Park, Assessor's Parcel 0866/012. The subject property is located within a RH-2 (Residential-House-Two Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-story plus basement, wood frame, single-family dwelling originally designed in the Shingle style and built in 1899 by builder George H. Moore and altered with smooth stucco cladding at the primary facade at an unknown date.
- c. 60-62 Carmelita Street: The subject property is located on the east side of Carmelita Street between Waller Street and Duboce Park, Assessor's Parcel 0864/014. The subject property is located within a RH-2 (Residential-House-Two Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-story plus basement, wood frame, multiple-family dwelling originally designed in the Edwardian style and built in 1899 and altered with smooth stucco cladding at the primary façade at an unknown date.
- d. <u>101 Vallejo Street:</u> The subject property is located on the southwest corner of Vallejo and Front streets, Assessor's Parcel 0141/013. The subject property is located within a C-2 (Community Business) zoning and a 65-X Height and Bulk district. The property is designated as San Francisco

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Landmark No. 91 (Gibb-Sanborn Warehouses), is a contributor to the Northeast Waterfront Historic District, and is individually listed on the National Register of Historic Places. It is a two-story plus basement, heavy timber and brick warehouse building designed in the Commercial Style and built in 1855 for merchant Daniel Gibb who also built the subject property's twin at the northwest corner of Vallejo and Front streets. Both buildings appear to be the oldest surviving warehouses in San Francisco.

- e. <u>627 Waller Street:</u> The subject property is located on the south side of Waller Street between Carmelita and Pierce streets, Assessor's Parcel 0864/022. The subject property is located within a RTO (Residential Transit Oriented District) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Duboce Park Historic District. It is a two-and-half-story plus basement, wood-frame, single-family dwelling designed in the Queen Anne style and built in 1899.
- f. 940 Grove Street: The subject property is located on the northwest corner of Grove and Steiner streets, Assessors' Parcel 0798/058. The subject property is located within a RH-3 (Residential-House, Three Family) zoning district and a 40-X Height and Bulk district. The property is a contributing building to the Alamo Square Historic District. It is a two-and-half-story plus basement, wood frame, single-family dwelling designed in the Queen Anne style by master architect Albert Pissis and built in 1895.
- g. 973 Market Street: The subject property is located on the south side of Market Street between 5<sup>th</sup> and 6<sup>th</sup> streets, Assessor's Parcel 3704/069. The subject property is located within a C-3-G (Downtown-General) zoning district and a 120-X Height and Bulk district. The property, known as the Wilson Building is a contributing building to the Market Street Theater and Loft National Register Historic District. The seven story plus basement steel frame building was designed by master architect Willis Polk in 1900 and the Byzantine terra cotta façade survived the 1906 earthquake.
- h. 1338 Filbert Street: The subject property is located on the north side of Filbert Street between Polk and Larkin streets. Assessor's Parcels 0524/031, 0524/032, 0524/033, 0524/034. The subject property is located within a RH-2 (Residential House, Two Family) and a 40-X Height and Bulk District. The property is San Francisco Landmark No. 232, 1338 Filbert Cottages. It consists of four, two-story, wood frame, single family dwellings designed in a vernacular post-earthquake period style with craftsman references and built in 1907 with a 1943 addition.

#### PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

#### **MILLS ACT REVIEW PROCESS**

Once a Mills Act application is received, the matter is referred to the Historic Preservation Commission (HPC) for review. The HPC shall conduct a public hearing on the Mills Act application, historical

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property contract, and proposed rehabilitation and maintenance plan, and make a recommendation for approval or disapproval to the Board of Supervisors.

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

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

#### MILLS ACT REVIEW PROCEDURES

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

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

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

#### **APPLICABLE PRESERVATION STANDARDS**

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

#### **TERM**

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

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terms of the contract or the legislation. Termination due to default immediately ends the contract term. Mills Act contracts remain in force when a property is sold.

#### **ELIGIBILITY**

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

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

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

#### Residential Buildings

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

#### Commercial, Industrial or Mixed Use Buildings

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

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

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

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

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#### PUBLIC/NEIGHBORHOOD INPUT

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

#### STAFF ANAYLSIS

The Department received eight Mills Act applications by the May 1, 2017 filing date. The Project Sponsors, Planning Department Staff, and the Office of the City Attorney have negotiated the eight attached draft historical property contracts, which include a draft rehabilitation and maintenance plan for the historic building. Department Staff believes the draft historical property contracts and plans are adequate, with the exception of 60-62 Carmelita Street. Please see below for complete analysis.

a. <u>215 and 229 Haight Street (formerly 55 Laguna Street)</u>: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation.

The subject property is currently valued by the Assessor's Office at over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated as San Francisco Landmark Nos. No. 257 and 259, Woods Hall and Woods Hall Annex. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant completed substantial rehabilitation of the building in 2016, including the roof, roof drainage system, exterior wall repair and painting, wood window repair and in-kind replacement, metal window repair and replacement, repair and in-kind replacement of exterior light fixtures, and moving of the Sacred Palm. Work to interior character-defining features in the lobby, corridor, and stairs was also completed in 2016. The proposed Rehabilitation Plan includes stabilizations and repair of the Ruben Kadish Mural by a conservator.

The proposed Maintenance Plan includes annual inspection of the exterior walls, roof drainage system, exterior lightwells, windows, roof and care of the Sacred Palm. Inspections and painting of the walls, roof drainage system, windows, will occur every ten years. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

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b. 56 Potomac Street: The applicant proposes to amend the 2013 Mills Act Contract in whole. The property owners applied for a Mills Act Contract in 2013. The Historic Preservation Commission recommended approval of the Mills Act Contract on December 4, 2013 and the Mills Act Contract was adopted by the Board of Supervisors on December 17, 2013. Said determination is on file with the Clerk of the Board of Supervisors in File No. 131159. The 2013 Rehabilitation Plan included replacement of front stairs, repainting and replacement of windows on the front and rear facades. The applicant proposes to amend the 2013 Mills Act Contract in whole to complete remodel of the interior and exterior rear façade.

As detailed in the 2017 Mills Act application, the applicant proposes to restore the front façade and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Restoration.

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

The proposed Rehabilitation Plan includes work to the front façade including, exploratory demolition of the stuccoed front facade to determine if any historic cladding remains and restoration of the façade based on documentary evidence; seismic evaluation and seismic upgrade as necessary; in kind roof replacement with asphalt shingles; retention and repair of historic front door; replacement of front stairs with compatible design and materials; and in-kind repair or replacement of fixed and double-hung wood windows.

The proposed Maintenance Plan includes annual inspection of primarily front façade including the foundation, front stairs and porch, siding, windows, attic and roof with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

c. <u>60-62 Carmelita Street</u>: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation with the exception of Rehabilitation Plan Scope #4, installation of a garage.

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

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The applicant completed rehabilitation work to the building in 2016, including seismic upgrade to the foundation, exterior painting, and repair and reglazing of terrazzo front steps. The proposed Rehabilitation Plan includes installation of garage and roof replacement.

Department Recommendation: The Department recommends revisions to the Rehabilitation and Maintenance plans, specifically: Scope #4, Installation of garage. While the work was approved by the Historic Preservation Commission through Motion No. 0298 on January 18, 2017, the proposed scope of work does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building. The Department recommends this scope of work be removed in order to forward a positive recommendation to the Board of Supervisors.

The proposed Maintenance Plan includes inspection of windows every five years, and inspection of the roof, gutters, downspouts, siding, and paint every two years. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

d. 101 Vallejo Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated as Landmark No. 91 (Gibb-Sanborn Warehouses) under Article 10 of the Planning Code, a contributor to the Northeast Waterfront Historic District, and individually listed on the National Register of Historic Places. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The proposed Rehabilitation Plan includes structural upgrade, roof replacement, repair to skylights, foundation, watertable, brick façade, metal windows entryways, parapet bracing, and repair to character defining interior features such as the heavy timber framing.

The proposed Maintenance Plan includes annual inspection of the roof, skylights, parapet bracing, roof drainage system, foundation, watertable, windows and entryways. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

e. <u>627 Waller Street:</u> As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation.

The subject property is currently valued by the Assessor's Office as over \$3,000,000. The subject property qualifies for an exemption as a contributor to the Duboce Park Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant has already completed a rehabilitation work to the property, including repair of a leak at the rear of the house. The proposed Rehabilitation Plan includes further repair of the leak at the rear of the house, replacement of the skylight, front stairway, concrete driveway with permeable paving, front windows with double hung wood windows with ogee lugs, roof and repainting of the house.

The proposed Maintenance Plan includes annual inspection all elevations, front stairs, and windows; and inspection of the roof every five years. Any needed repairs resulting from inspection will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

f. <u>940 Grove Street:</u> As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation and Preservation.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is a contributor to the Alamo Square Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations.

The applicant has already completed a substantial rehabilitation work to the property in 2015, including seismic improvements, entrance portico rehabilitation, exterior wood siding

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS

55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

rehabilitation and repair, and retaining wall rehabilitation. The proposed Rehabilitation Plan includes exterior repainting, repair to concrete retaining wall and steps, and roof replacement.

The proposed Maintenance Plan includes annual inspection of the condition of the paint, windows and doors, site grading and drainage. Inspection of the siding and trim and roof will occur every five years. Any needed repairs resulting from inspection will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

g. <u>973 Market Street:</u> As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation, Preservation and Restoration.

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is a contributor to the Market Street Theater and Loft National Register Historic District. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations

The applicant has already completed a substantial rehabilitation work to the property, including seismic upgrade, terra cotta repair, window replacement, storefront system replacement, masonry and fire escape repair, and roof replacement. The proposed Rehabilitation Plan includes replacement of windows and storefronts to more closely match the historic and roof replacement.

The proposed Maintenance Plan includes annual inspection of the foundation, terra cotta, windows, storefront system, masonry, fire escape and roof on a five to ten year cycle. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-006300MLS; 2017-006300

55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

h. <u>1338 Filbert Street:</u> The applicant is reapplying for a Mills Act Contract. The property owners applied for a Mills Act Contract in 2016. The Historic Preservation Commission recommended approval of the Mills Act Contract on October 5, 2016 through Resolution No. 793. It was tabled by the Board of Supervisors on November 3, 2016.

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

The subject property is currently valued by the Assessor's Office as over \$3,000,000 (all four parcels; see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated San Francisco Landmark No. 232, 1338 Filbert Cottages. A Historic Structure Report was required in order to demonstrate that granting the exemption would assist in the preservation of a property that might otherwise be in danger of demolition or substantial alterations

The applicant has already completed a substantial rehabilitation work to the property, including historic resource protection during construction; seismic upgrade; in-kind roof replacement; and in-kind gutter replacement. The proposed Rehabilitation Plan includes retention and in-kind replacement of siding; structural reframing; retention and in-kind replacement of doors and windows; exterior painting; and restoration of the garden.

The proposed Maintenance Plan includes annual inspection of the garden, downspouts, gutters and drainage; inspection of doors and windows, millwork every two years; inspection of wood siding and trim every three years; selected repainting every four years; and inspection of the roof every five years with in-kind repair of any deteriorated elements as necessary. Any needed repairs will be made in kind and will avoid altering, removing or obscuring character-defining features of the building.

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

#### ASSESSOR-RECORDER INFORMATION

Based on information received from the Assessor-Recorder, the following properties will receive an estimated first year reduction as a result of the Mills Act Contract:

- a. 215 and 229 Haight Street: (formerly 55 Laguna Street): 21.33%
- **b.** <u>56 Potomac Street:</u> 26.51%

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS

55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

c. <u>60-62 Carmelita:</u> 50.40%

d. 101 Vallejo Street: 29.76%

e. 627 Waller Street: 59.43%

f. 940 Grove Street: 62.26%

g. 973 Market Street: 37.56%

h. <u>1338 Filbert Street:</u> #A: 25.16%, #B: 18.36%, #C: 24.74%, and #D: 17.59%

#### PLANNING DEPARTMENT RECOMMENDATION

- The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending approval of the Mills Act Historical Property Contracts and Rehabilitation and Maintenance Plans to the Board of Supervisors for the following properties:
  - 1. 215 and 229 Haight Street (formerly 55 Laguna Street),
  - 2. 56 Potomac Street,
  - 3. 101 Vallejo Street,
  - 4. 627 Waller Street,
  - 5. 940 Grove Street,
  - 6. 973 Market Street
  - 1338 Filbert Street
- The Planning Department recommends that the Historic Preservation Commission adopt a resolution recommending approval with conditions of the Mills Act Historical Property Contract and Rehabilitation and Maintenance Plans for 60-62 Carmelita Street. Conditions of approval include:
  - 1. Revisions to the Rehabilitation and Maintenance Plans for 60-62 Carmelita Street, specifically removing Scope #4, Installation of garage. While the work was approved by the Historic Preservation Commission through Motion No. 0298 on January 18, 2017, the proposed scope of work does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building. The Department recommends this scope of work be removed in order to forward a positive recommendation to the Board of Supervisors.

#### ISSUES AND OTHER CONSIDERATIONS

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

005887MLS; 2017-005419MLS; 2017-006300MLS

55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

#### HISTORIC PRESERVATION COMMISSION ACTIONS

Review and adopt a resolution for each property:

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

#### Attachments:

#### a. 215 & 229 Haight Street (formerly 55 Laguna)

**Draft Resolution** 

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program& Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application and Historic Structure Report

#### b. 56 Potomac Street

**Draft Resolution** 

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application

#### c. 60-62 Carmelita Street

**Draft Resolution** 

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application

#### d. 101 Vallejo Street

**Draft Resolution** 

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application and Historic Structure Report

#### e. 627 Waller Street

**Draft Resolution** 

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

2017-005434MLS; 2017-005884MLS; 2017-004959MLS; 2017-005396MLS; 2017-005880MLS; 2017-

005887MLS; 2017-005419MLS; 2017-006300MLS

55 Laguna Street; 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

Draft Mills Act Valuation provided by the Assessor-Recorder's Office Pre-Approval Inspection Report

Mills Act Application and Historic Structure Report

#### f. 940 Grove Street

**Draft Resolution** 

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application and Historic Structure Report

#### g. 973 Market Street

**Draft Resolution** 

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application and Historic Structure Report

#### h. 1338 Filbert Street

**Draft Resolution** 

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Pre-Approval Inspection Report

Mills Act Application and Historic Structure Report

Case No.:

2017-004959MLS

Project Address:

60-62 Carmelita Street

Landmark District:

Duboce Park Historic District Contributor

Zoning:

RH-2 (Residential-House-Two Family)

Height and Bulk:

40-X

Block/Lot:

0864/014

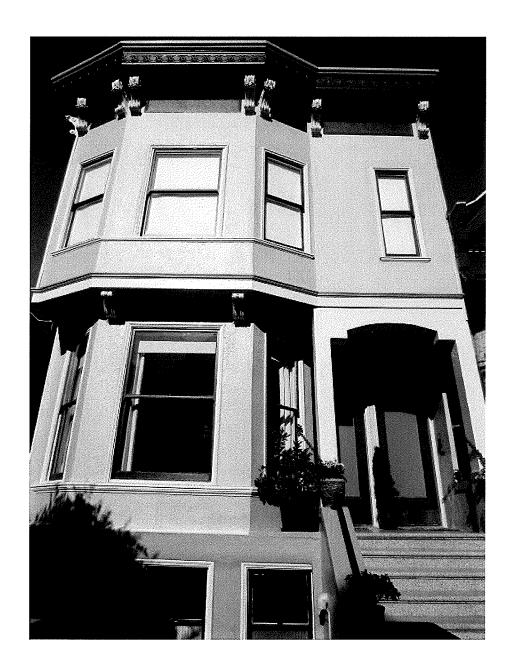
Applicant:

Patrick Mooney & Stephen G. Tom

62 Carmelita Street

San Francisco, CA 94117

## SITE PHOTO



### **AERIAL PHOTO**



SUBJECT PROPERTY

# Historic Preservation Commission Resolution No. 903

**HEARING DATE OCTOBER 4, 2017** 

Case No.:

2017-004959MLS

Project Address:

60-62 Carmelita Street

Landmark District:

Duboce Park Historic District Contributor

Zoning:

RH-2 (Residential-House-Two Family)

Height and Bulk:

40-X

Block/Lot:

0864/014

Applicant:

Patrick Mooney & Stephen G. Tom

62 Carmelita Street

San Francisco, CA 94117

Staff Contact:

Shannon Ferguson - (415) 575-9074

shannon.ferguson@sfgov.org

Reviewed By:

Tim Frye - (415) 575-6822

tim.frye@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL WITH CONDITIONS OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT,

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

REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 60-62 CARMELITA STREET:

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

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

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

WHEREAS, The existing building located at 60-62 Carmelita Street is listed under Article 10 of the San Francisco Planning Code Planning Code as a Contributor to the Duboce Park Historic District and thus qualifies as a historic property; and

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

Reception: 415.558.6378

Fax:

415.558.6409

Planning Information: 415.558.6377 WHEREAS, The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 60-62 Carmelita Street, which are located in Case Docket No. 2017-004959MLS. The Planning Department recommends approval with conditions of the Mills Act historical property contract, rehabilitation program, and maintenance plan; and

WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 60-62 Carmelita Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property with conditions recommended by the Planning Department; and

WHEREAS, At a duly noticed public hearing held on October 4, 2017, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 60-62 Carmelita Street, which are located in Case Docket No. 2017-004959MLS.

THEREFORE BE IT RESOLVED that the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 60-62 Carmelita Street, attached herein as Exhibits A and B, and fully incorporated by this reference with the following condition:

1. Remove Scope #4: Install Garage. The proposed scope of work does not conform to the overall purpose and intent of the Mills Act Program. Installing a garage is not necessary to rehabilitate and preserve the building.

BE IT FURTHER RESOLVED That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 60-62 Carmelita Street, and other pertinent materials in the case file 2017-004959MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 4, 2017.

Jonas P. Ionin

Commissions Secretary

AYES:

Wolfram, Hyland, Johnck, Johns, Matsuda, Pearlman

NOES:

None

ABSENT:

None

ADOPTED:

October 4, 2017

Recording Requested by, and when recorded, send notice to: Shannon Ferguson 1650 Mission Street, Suite 400 San Francisco, CA 94103-2414

#### CALIFORNIA MILLS ACT HISTORIC PROPERTY AGREEMENT 60-62 CARMELITA STREET SAN FRANCISCO, CALIFORNIA

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Patrick Michael Mooney and Stephen Gary Tom ("Owners").

#### **RECITALS**

Owners are the owners of the property located at 60-62 Carmelita Street, in San Francisco, California (Block 0864, Lot 014). The building located at 60-62 Carmelita Street is designated as a Contributor to the Duboce Park Historic District pursuant to Article 10 of the Planning Code, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost twenty thousand dollars (\$20,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately zero dollars (\$00.00) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owners to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. 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 anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.

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

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

- Rehabilitation of the Historic Property. Owners shall undertake and complete the work 2. set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more 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 12 and 13 herein.
- 3. <u>Maintenance.</u> Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.
- <u>Damage</u>. 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 within no more 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 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall

pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

- 5. <u>Insurance.</u> Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.
- 6. <u>Inspections and Compliance Monitoring.</u> Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owners shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.
- 7. <u>Term.</u> This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.
- 8. <u>Valuation.</u> Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.
- 9. Notice of Nonrenewal. If in any year of this Agreement either the Owners or the City desire 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 either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.
- 10. <u>Payment of Fees.</u> As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owners shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.
- 11. 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 as set forth in Exhibit B, 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 or requests for information, as provided in

Paragraph 6 herein;

- (e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or

(g) Owners' failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 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 13 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 12 herein prior to cancellation of this Agreement.

- 12. <u>Cancellation.</u> 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 11 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.
- 13. <u>Cancellation Fee.</u> If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owners shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.
- 14. <u>Enforcement of Agreement.</u> 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 do 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 12 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.
- 15. <u>Indemnification</u>. 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.

- 16. <u>Eminent Domain.</u> In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.
- 17. <u>Binding on Successors and Assigns.</u> The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owners. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.
- 18. <u>Legal Fees.</u> In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.
- 19. <u>Governing Law.</u> This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 20. <u>Recordation.</u> Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.
- 21. <u>Amendments.</u> 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.
- 22. <u>No Implied Waiver.</u> 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.
- 23. <u>Authority.</u> If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business

in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

- 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.
- Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.
- <u>Charter Provisions.</u> This Agreement is governed by and subject to the provisions of the Charter of the City.

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

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

CITY A		COUN	$\Gamma \mathbf{V}$	OF SAN	J FR A N	NCISCO:
	$\mathbf{u}$	COUN	1 1	OI DAI		NOIDOO.

ATTACH PUBLIC NOTARY FORMS HERE.

By:		(signature)	DATE:
	(name), Assess	or-Recorder	
By:	(name), Direc	(signature) tor of Planning	DATE:
APPROVED AS TO DENNIS J. HERRER CITY ATTORNEY			
By:	(name), Deputy Ci	(signature) ty Attorney	DATE:
OWNERS			
Ву:	(name), Owner	(signature)	DATE:
Ву:	(name), Owner	(signature)	DATE:
OWNER(S)' SIGNAT		NOTARIZED	

<b>r</b> -	Dahabilitasian	Destaration	0	Maintenance Plan	
<b>'</b>	Rehabilitarion	/Xestoration	X.	Maintenance Pian	

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-EN, NO 🗍
Description over a will appear that a parties of the Mills Act toy covings will be used to	YESÎKÎ NO∏
Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property	YES ES NO [

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

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

#(Provide a scope number)	BUILDING F	EATURE FOLLAGE	ion -seismic	opgrade
Rehab/Restoration	Maintenance	Completed <b>⊠</b>	Proposed [	1 1
CONTRACT YEAR FOR WORK COMPLE	ETION:			
TOTAL COST (rounded to nearest dollar	):			
DESCRIPTION OF WORK	acia in D.b.	ciele Country	tion) that	118 years
Building on old and in F	soor condition	W. Repl	ace brick	forment in
with New S	eismiely u	Burging to	oundation a	\$\frac{1}{2}
working with	- structur	1 2-91 Neer	and arch	reci

### Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

# (Provide a scope number)	BUILDING I	FEATURE EXTURE	Pointing	
Rehab/Restoration X	Maintenance [	Completed 🔀	Proposed 🗌	:
CONTRACT YEAR WORK COMPLETION 2016	4:			
TOTAL COST (rounded to nearest dollar  COST (rounded to nearest dollar  DESCRIPTION OF WORK:		A MENSION THE ESSENSION WHEN MADE IN THE MADE IN THE COMPANY OF TH	t der i de la composition della composition dell	O S PE PART PART PARTIES.
		h Ct.	- 4 117	Age and the state of the state
a historical	colt con	SUALIT.	towsu Hily	Work C
•				
	er sakring transfer (M.C. P. Marie and an January) — Michigan (M. Marie and M. M.		,	***************************************
(Provide e scope number)	BUILDING	EATURE DOWN - 1	Marco 5743'	reliante
Rehab/Restoration D	Maintenance [	Completed 🔀	Proposed 🖸	, 2
CONTRACT YEAR WORK COMPLETION:				
OJAL COST (rounded to mearest dollar):		,	ada ada karan anggan merenggan panggan panggan panggan panggan bahan da bahan da	
ESCRIPTION OF WORK:	- market a second service of the second seco		a existing and the second seco	
Reinforces	ispports u	no arb	S	and the second
Repair dam	and step	· <b>5</b>		
Reglese : 5	# A # W	go stups	and th	
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				-
(Provide a scope number)	PIN PING CO.	STILLE TO THE		en comment and descent
	Maintenance 🗌 🐪	Sampleted [	· •	ĺ
ehab/Restoration   ONTRACT YEAR WORK COMPLETION:	Marufeliance (1	Completed	Proposed N	
2017				
S7.000				
SCRIPTION OF WORK	~d excal	如一种	buildy. I	320
Inhewa /wi-		ood Lonks	enestip!	plates
istorically	accorde	C-mg-	solls another	they
ilasters !		-		48

	•	·	red)	
Frovide a scope number)	BUILDING	FEATURE ROOF F	Replacement. Proposed D	
Rehab/Restoration	Maintenance 🗌	Completed []	Proposed	
CONTRACT YEAR WORK COMPLETION	ř.		•	
TOTAL COST (rounded to nearest dollar) 20,000 DESCRIPTION OF WORK: Replace 10		<b>~</b>		
(Provide a scope number)	BUILDING F	EATURE:		
ehab/Restoration 🗍	Maintenance [	Completed [	Proposed []	
ONTRACT YEAR WORK COMPLETION:				
OTAL COST (rounded to nearest dollar):				
SCRIPTION OF WORK;				
(Provide a scope number)	BUILDING FE	EATURE:		
Phab/Restoration	Maintenance 🗍	Completed	Proposed []	
AL COST (rounded to nearest dollar):				
CRIPTION OF WORK:				

Mills Act Application

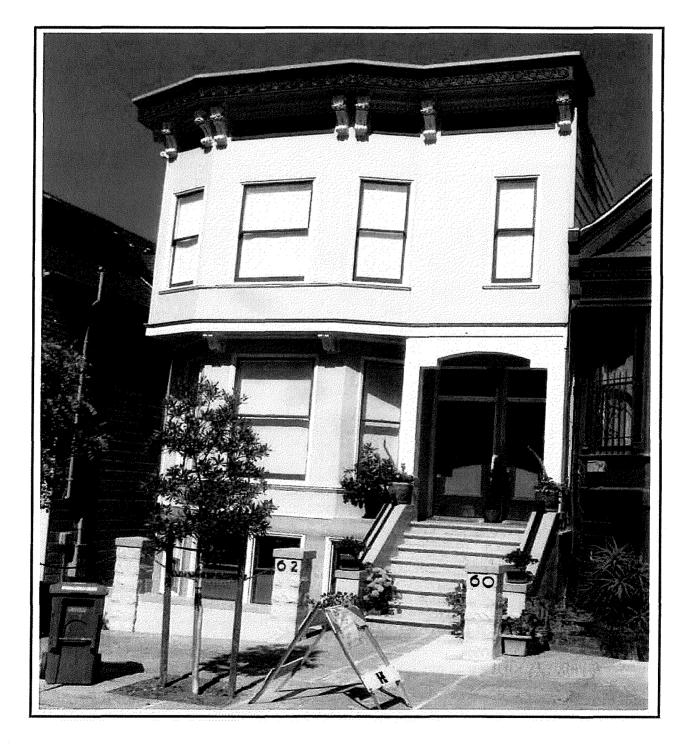
### Draft Rehabilitation/Generation/Maintenance Plan (Continued)

# (Provide a scope number)  BUILDING FEATURE: W', NOW S.
Rehab/Restoration Maintenance Completed Proposed
CONTRACT YEAR WORK COMPLETION:  EVERY 5 YEARS after 2016  TOTAL COST (rounded to nearest deltar):
DESCRIPTION OF WORK WINDOWS Professional to inspect all windows. Clack
DESCRIPTION OF WORK WINDOWS Professional to inspect all windows. Check Window professional to inspect all windows. Check for dry not, water damage, infittration. Thousand bottom sash of each window is operable. Replace ropes, parting bead, stops as required.
ropes, parting bead, stops as required.
All windows inspected o repaired do needed in 2016
# Provide a scope number)  Building FEATURE: Roof in Spection of Maintenance Completed Froposed Proposed Maintenance Maintenance Proposed
CONTRACT YEAR WORK COMPLETION:  EVERY TWO YEARS AFT 2016  TOTAL COST (rounded to nearest dollar):  \$2,500  DESCRIPTION OF WORK:
Check roof for leaks, cracks and damage
Check roof for leaks, cracks and domage Repair as needed. Clean gatters and downerpouts. Inspection performer in 2016 Inspect side paint to insure No change or dry rot repair as needed.
Inspect side paint to insure No camage or any rot
repair as needed
# (Provide a scope number) BUILDING FEATURE:
Rehab/Restoration
TOTAL COST (rounded to nearest dollar):

DESCRIPTION OF WORK:



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



60 - 62 Carmelita Street

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

APN:

0864 014

Lien Date:

7/1/2017

Address:

60 - 62 Carmelita Street

**Application Date:** 

3/31/2017

SF Landmark No.:

N/A

Valuation Date

7/1/2017

Applicant's Name:

Patrick Mooney/Steve Tom

Valuation Term

12 Months

Agt./Tax Rep./Atty:

None

Last Sale Date:

9/18/2015

Fee Appraisal Provided:

Yes

Last Sale Price:

\$2,100,000

FACTORED BASE Y	EAR (Roll) VALUE	INCOME CAPITALIZA	TION APPROACH	SALES COMPARI	SON APPROACH
Land	\$860,948	Land	\$570,000	Land	\$1,425,000
Imps.	\$1,054,250	Imps.	\$380,000	lmps.	\$950,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
Total	\$1,915,198	Total	\$950,000	Total	\$ 2,375,000

#### **Property Description**

Property Type:

Multi-Family

Year Built:

1900

Neighborhood:

Hayes Valley

Type of Use:

Multi-Family

(Total) Rentable Area:

2720

Land Area:

2,375

Owner-Occupied:

Yes

Stories:

3

Zoning:

RH-2

Unit Type:

Residential

Parking Spaces:

0 Car Garage In Lieu Of Storage Area

Total No. of Units: 2

#### Special Conditions (Where Applicable)

\*Prop. 60 (base year transfer) reduction applied for 50% of the property with an event date of 9/18/2015 for the factored base year (roll) value. Further, the factored base year (roll) value included the cost of the alteration/remodel new construction done with a completion date of 9/22/2016.

	Per Unit Per SF		Total	
Factored Base Year Roll Value*	\$957.5		\$	1,915,198
Income Approach - Direct Capitalization	\$475,0	·	\$	950,000
Sales Comparison Approach	\$1,187,5	500 \$873	\$	2,375,000
Recommended Value Estimate	\$ 475.0	00 \$ 349	\$	950.000

Appraiser:

Bryan Bibby

Principal Appraiser: Greg Wong

Date of Report:

7/27/2017

#### SUBJECT PHOTOGRAPHS AND LOCATOR MAP

60 - 62 Carmelita Street

APN:

0864 014

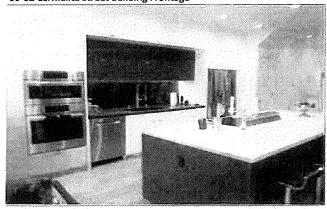




62 Carmelita Street Unit Bathroom



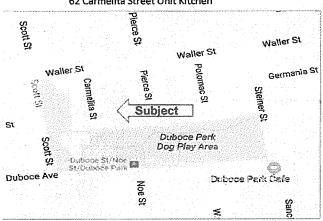
60-62 Carmelita Street Building Frontage



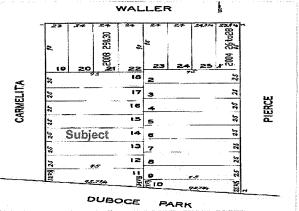
60 Carmelita Street Unit Bathroom



62 Carmelita Street Unit Kitchen



60 Carmelita Street Unit Kitchen



	INCOME APPR	DAC	Ж	
Address: 60 - 62 Carmelita Street Lien Date: 7/1/2017				
•	Monthly Rent		Annualized	
Potential Gross Income	\$8,414	x	12	\$100,968
Less: Vacancy & Collection Loss			3%	(\$3,029)
Effective Gross Income				\$97,939
Less: Anticipated Operating Expenses (		15%	(\$14,691)	
Net Operating Income (Pre-Property Tax)			\$83,248	
Postulated Constalination Rate				

#### **Restricted Capitalization Rate**

Restricted Capitalization Rate		
2017 interest rate per State Board of Equalization	3.7500%	
Risk rate (4% owner occupied / 2% all other property types)	3.1875%	
2016 property tax rate **	1.1792%	
Amortization rate for improvements only		
Remaining economic life (Years) 60 0.0167	<u>0.6667%</u>	
Improvements constitute % of total property value 40%		8.7834%
taran da antara da a		

#### **RESTRICTED VALUE ESTIMATE**

\$947,793

#### **ROUNDED TO**

\$950,000

#### Rent Roll as of 7/1/2017

			and the second second			
<u>Unit</u>	Bdrm/Ba	SF	Move In Date	Monthly Rent***	Annual Rent	Annual Rent / Foot
62	2/2	1,615	Owner Occupied	\$4,300	\$51,600	\$31.95
60	2/1	1,105	Established	\$4,114	\$49,368	<u>\$44.68</u>
Tot	al:	2,720		\$8,414	\$100,968	\$37.12

#### Notes:

Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.

The 2017 property tax rate will be determined in September, 2017. The 2016 tax rate is the most recent established tax rate as of the reporting date and was used for this analysis.

Unit#	SF GLA	Occupancy	Weight	Risk Factor	Overall
62	1,615	Owner	59.38%	4.00%	2.375%
60	<u>1,105</u>	Tenant	<u>40.63%</u>	2.00%	<u>0.81%</u>
	2,720		100.00%		3.188%

<sup>\*\*\*</sup> The fair market rent for the bottom owner's Unit #62 was concluded at \$4,300/month. Individual apartment unit comps showed a monthly rental range of \$4,150 to \$4,400. All rental comps were considered in the subject's projected rent amount due to their similar living area range to the subject's living area. The contract rent for Unit #60 was based on the base amount of \$4,025.78, plus the annual SF Rent Board allowable rent increase as of 3/1/17 in the amount of 2.2% for the current year. Contact rent amount and unit & building living area measurements were based on information taken from the Mills Act Historical Property Contract packet submission by the taxpayer. Of note, the entire building rental comps ranged from an annual rent per square foot of \$35.03 to \$41.11. The subject's entire building rent conclusion of \$37.12 annual rent/square foot was supported by the entire building rental comps.

#### **Rent Comparables**

Address:

60 - 62 Carmelita Street

Lien Date:

7/1/2017





Property Rental Type:

Listing Agent: Address:

Cross Streets:

SF: Layout:

Monthly Rent

Rent/Foot/Mo Annual Rent/Foot:



Property Rental Type: Listing Agent: Address:

**Cross Streets:** SF:

Layout:

2 Unit Entire Building

Paragon Commercial Brokerage, Inc. 3912-3914 Cesar Chavez Street

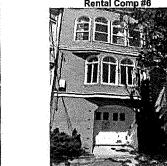
Church Street

2,350

2 units:2/2/1, 2 car parking

\$8,050 \$3.43 \$41.11

Rental Comp #5



Individual Apartment Unit Zillow Listing Manager 271 Castro Street, Apt #4

Beaver Street 1,300

Apartment Unit: 2/1, no car parking

Rental Comp #2



2 Unit Entire Building Keller Williams 622-624 Haight Street

Pierce Street 3,000

2 units: 2/3/2; 2 car parking (+gr.flr area) \$9,583 (Income incl. unwarranted gr.fir.area)

\$3.19 \$38.33

Rental Comp #6



Individual Apartment Unit Park North Real Estate 618 Diamond Street Elizabeth Street

Apartment Unit: 2/1, 1 car parking

Rental Comp #3



2 Unit Entire Building Pacific Union International Inc.

432-434 Hugo Street

5th Avenue 2,750

2 units:1/4/3.5,1/3/1.5, no car parking

\$3.16 \$37.96

Rental Comp #7



Individual Apartment Unit Zephyr Real Estate 1309A Hayes Street Divisadero Street Apartment Unit: 3/1, no car parking Rental Comp #4



2 Unit Entire Building Hill & Co.

452-454 Lily Street Buchanan Street

2,112

2 units:1/2/1;1/1/1,no car parking

\$6,165

\$2.92 \$35.03

Rental Comp #8



Individual Apartment Unit McGuire Real Estate 4409 20th Street **Diamond Street** 1,440 Apartment Unit: 2/1, 1 car parking

#### RESIDENTIAL INCOME PROPERTY MARKET ANALYSIS

		viilija atas	SUBJECT-	A service says	dengariya (6	British Lagra	COMP	ARABLE SA	LE 1-B			COMP	ARABLE SA	LE 2-C	seen intribită		COMP	ARABLE SA	ALE 3-D	A844 (A844 (A84										
APN			0864 014			0822 036						3557 058					2770 011		·											
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									H.					上																
						- Library and A					-																			
Address	<del> </del>	2 - 03	2 Carmelita	Street	31	<del> </del>	020	931 Hayes S	tenat			1034	1-1933 15th S			<del> </del>	300	0-3002 22nd	Street											
Sales Price	2000	30.70	z vannenta	ONCOL STREET	a establicação de la composição de la co	<del> </del>		\$2,710,000			<u> </u>	100	\$2,395,000	THE OC.	····, ···, ···	<u> </u>	444	\$2,300,000	On Del											
\$ / GBA						<del> </del>		\$648					\$928	<del></del>		<del> </del>		\$949												
\$ / Unit						1		\$1,355,000					\$1,197,500	<del></del>		<u> </u>		\$1,150,000												
Annual Gross Income (PGI)						1		N/A					N/A			l		N/A												
GIM	Militar cases				virus i sali	1		N/A				*****	N/A					N/A	***********											
Avg Monthly Rent/Unit						1		N/A					N/A			<b>i</b>		N/A												
	1 10 1 10 10 10 10 10 10 10 10 10 10 10	44,000,000	DESCRIPTIO	N			DESC	RIPTION		+(-) \$ADJ.	28000 A00000	DESC	RIPTION		+{-) \$ADJ.		DESC	RIPTION		+(-) \$ADJ										
Llen Date / Date of Sale			- 07/01/17				06/0	07/17		1		04/	12/17				04/	12/17												
Neighborhood			Hayes Valle	У		1	Alamo	Square				Mission	n Dolores			Eureke Valley/Dolores Heights				1										
Proximity to Subject						V	ithin Reaso	nable Proxkn	ity .		Within Reasonable Proximity					Within Reasonable Proximity				T										
Site (sq.ft.)			2,375				3,	436		(32,000)	1,751 19,000				19,000	1,873				15,000										
Year Built			1900 .:				11	909			1905					1907														
Condition			Good/Update	9\$		T T	. Ave	erage		136,000	Good/Updates					Good/Updates				T										
Traffic			Typical				Ту	picei			Typical			Typical			I													
Gross Bidg. Area			2,720				4,	185		(440,000)		2,	580 .		42,000		2	423		89,000										
1				Room Cour				Room Coun	<del></del>		Room Count		***************************************	4			Room Coun													
	No. of Units	GLA	Total	Bed	- Bath	No. of Units	Total Bed			<b></b>	, No. of Units	No. of Units					No. of Units	No. of Units	No. of Units						Bath	No. of Units	Total	Bed	Bath	
Residential Unit Breakdown	11	1815	8	2	2	1 1	7 .	3	1.6	20,000	1 1	5	2		40,000	<del>                                     </del>	6	3	3	(40,000)										
	1	1105	5	2	1	1_1_	6	3	1		1	4	1	1	<u> </u>	1	3	11	1											
Total	2	2720	11	4	3	2	13.	6	2.5	1	2	9	3	2	<del></del>	2	9	4	4											
Parking Spaces/Storage Area		Parking Spo				<del> </del>			1 2,0	20,000			2.		(60,000)	<del>                                     </del>	<u> </u>	2	17	(60,000)										
Net Adj. (total)		. Sirking Opt				d				(296,000)			-		41,000			-		4,000										
ADJ. SALES PRICE	-		\$2,375,000	<del>cereses (COMPAN)</del>		٦			\$2.4	414,000	\$2,436,000					1			\$2.3	04,000										
Adj. \$ Per Foot	1.000	<del>ئىڭ ئىمىدىدۇرىدە</del> خاران داران دورو	\$873		T. Yangana and	The second secon		\$888	relation of the	and the second	1		\$896	-1011000	tologia	\$847														
REMARKS										Silvinia istini			egetirelegaging			3-10-1-10-0														
The subject's property features w	rere based o	n listina dat	ta, recent b	uildina pen	nits and pla	ns with comp	leted DBI	permits as o	of the subje	ect's valuatio	n date & a te	expaver su	polled appra	isal report	. The lower	unit was rec	ently upda	ted with a re	located											
kitchen & bath and a new basem																														
Site size adj. warranted for all co	mps and wa	s adj. at \$30	0/sf; GBA a	dj. warrant	ed on all co	mps and adj.	at \$300/sf	. Full bath a	dj. based	on \$40,000 e	ach. Half ba	ith adj. bas	sed at \$20,0	00 each. (	Comp #1 wa	s considered	in overall	inferior con	dition to the	)										
subject's property condition. Con	p#1 was ac	j. at 5% of	the sales p	rice to acco	ount for the	condition var	ance. Parl	ding space a	adj, based	at \$40,000 e	ach. The sul	bject's stor	rage area wa	ıs given a	value of \$20	,000. This a	mount was	s taken into	account on	the										
Parking Spaces/Storage Area lin	e item in the	grid above																												
All comparables were given equa	al considerat	lon in the fir	nal value co	onclusion. A	All comps b	racket the sal	es prices a	ınd adj. sale	s prices of	f the subject's	s FMV conci	usion.			77-M2177000-1				<del></del>											
THE ESTIMATED MARKET VAL	UE AS OF.							1	lui-17		_			IS		Land			\$1,4	425,000										
THE ESTIMATED MARKET VAL	UE AS OF.							1-3	lul-17		<del>-</del> .			IS		Land Improvem	ents .			425,000 <u>50,000</u>										



#### PRE-APPROVAL INSPECTION REPORT

Report Date:

May 31, 2017

 $In spection\ Date:$ 

May 17, 2017; 5:15pm

Case No.:

**2017-004959MLS 60-**62 Carmelita Street

Project Address: Zoning:

RH-2 (Residential-House-Two Family)

Height &Bulk:

40-X

Block/Lot:

0864/014

Eligibility

Duboce Park Historic District Contributor

Property Owner:

Patrick Mooney

Address:

Stephen G. Tom 62 Carmelita Street

San Francisco, CA 94117

Staff Contact:

Shannon Ferguson – (415) 575-9074

shannon.ferguson@sfgov.org

Reviewed By:

Tim Frye – (415) 575-6822

tim.frye@sfgov.org

#### **PRE-INSPECTION**

☑ Application fee paid

□ Record of calls or e-mails to applicant to schedule pre-contract inspection

5/10/17: email property owner to schedule site inspection

5/11/17: email to confirm site inspection

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

Reception: 415.558.6378

Fax:

415.558.6409

Planning Information: 415.558.6377

#### Mills Act Pre-Approval Inspection Report May 31, 2017

Case Number 2017-004959MLS 60-62 Carmelita Street

#### **INSPECTION OVERVIEW**

Date and t	ime of ins <sub>l</sub>	pection: May 17, 2017; 5:15pm							
Parties pre	Parties present: Patrick Mooney (property owner), Shannon Ferguson and Ali Kirby (SF Planning)								
<b>☑</b> Provide	applicant	with business cards							
<b>☑</b> Inform	applicant o	of contract cancellation policy							
<b>☑</b> Inform	applicant o	of monitoring process							
Inspect pr	operty. If r	nulti-family or commercial building, inspection included a:							
Ø	Thorough	sample of units/spaces							
	Represent	ative							
	Limited								
<b>☑</b> Review	any recent	cly completed and in progress work to confirm compliance with Contract.							
<b>☑</b> Review	areas of p	roposed work to ensure compliance with Contract.							
<b>☑</b> Review	proposed	maintenance work to ensure compliance with Contract.							
☐ Identify during cor		ograph any existing, non-compliant features to be returned to original condition od. <b>n/a</b>							
☑ Yes	□ No	Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:							
□ Yes	☑ No	No Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: Garage; maintenance plan for exterior and terrazzo steps needed							
□ Yes	s □ No Does the property meet the exemption criteria, including architectural style, wor of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted: n/a								
☑ Yes	□ No	Conditions for approval? If yes, see below.							

## Mills Act Pre-Approval Inspection Report May 31, 2017

Case Number 2017-004959MLS 60-62 Carmelita Street

#### NOTES AND RECOMMENDATIONS

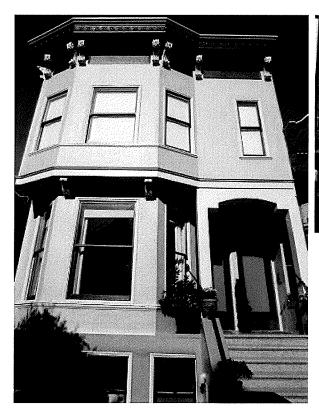
#### **CONDITIONS FOR APPROVAL**

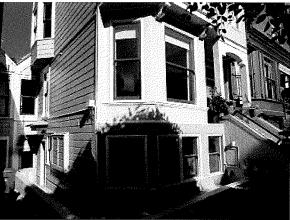
Remove garage from Rehabilitation plan. Maintenance plan must include inspection and repairs as necessary of stucco cladding on façade, wood siding on elevations, and terrazzo steps.

#### Mills Act Pre-Approval Inspection Report May 31, 2017

## Case Number 2017-004959MLS 60-62 Carmelita Street

#### **PHOTOGRAPHS**





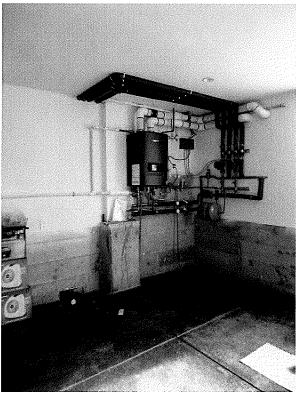


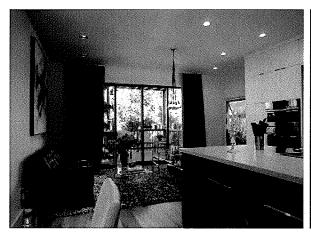


### Mills Act Pre-Approval Inspection Report May 31, 2017

Case Number 2017-004959MLS 60-62 Carmelita Street









#### PATRICK MOONEY & STEVE TOM

62 CARMELITA STREET, SAN FRANCISCO, CA 94117

415.255.4892

email: pmmsfo@gmail.com

April 9, 2017

San Francisco Planning Department 1650 Mission Street, Suite 400 San Francisco, CA 94103 VIA: USPS Certified/Return receipt mail

RE: Mills Application/Contract/Support documents for 60-62 Carmelita Street, San Francisco, CA 94117

To whom it may concern:

Please find the previously mentioned executed Mills Application and Contract for 60-62 Carmelita Street, San Francisco, CA 94117 for your perusal and follow through. In addition, please find the following enclosed:

- CD containing electronic images of the previously mentioned Application and Contract.
- Two checks:
  - Mills Application Fees in the amount of \$2,774.00 made payable to San Francisco Planning Department
  - Recording Fees in the amount of \$57.00 made payable to Office of the Assessor-Recorder
- Draft Rehabilitation/Restoration and Maintenance Plans
- Photographic Documentation
- Site Plan
- Tax Bills
- Rental Income Information
- Preliminary Change of Ownership Report

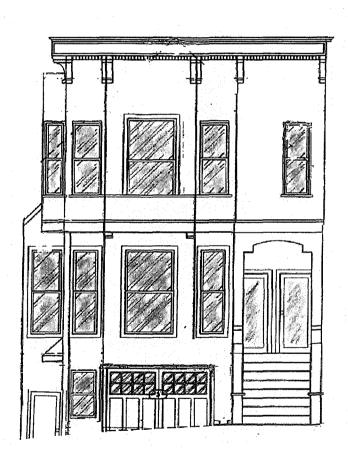
Should you have any questions or need any additional assistance to process this application, please do not hesitate to contact us.

Sincerely,

Patrick M. Mooney

**Enclosures** 

## 60-62 Carmelita Street, San Francisco Mills Act Application



## MILLS ACT HISTORICAL PROPERTY CONTRACT Application Checklist:

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

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

### **MILLS ACT APPLICATION**

## **APPLICATION FOR Mills Act Historical Property Contract**

at 1650 Mission St., Suite 400 by May 1st in order to comply with the Application Guide. Please submit only the Application and required	timelines establ documents.	ished in t	he
	sheets as necessary.) TELEPHONE:		
PROPERTY OWNER 1 ADDRESS:	418 255.4°	रन्	
62 Cornelita Street  San Francisco, CA 94117  PROPERTY OWNER 2 NAME:	pmmsfo@	gmai	1. com
	ELEPHONE: 418 255.49	91	
PROPERTY OWNER 2 ADDRESS:	MAIL:		
San Francisco CA 94117	stomsfee	moul	com
N/A	418 255.4 MAIL:	872	
2. Subject Property Information PROPERTY ADDRESS:		ZIP CODE:	
PROPERTY ADDRESS:  60-62 Carnelita Street, CA  PROPERTY PURCHASE DATE:  ASSESSOR BLOCK	94/		
	4/014		
*1,681,134 RH-2	40-X		
Are taxes on all property owned within the City and County of San Francisc	co paid to date?	YE6	NO 🗌
Is the entire property owner-occupied?  If No, please provide an approximate square footage for owner-occupied a income (non-owner-occupied areas) on a separate sheet of paper.	areas vs. rental	YES 🗌	ио 🔀
Do you own other property in the City and County of San Francisco? If Yes, please list the addresses for all other property owned within the Cit Francisco on a separate sheet of paper.	y of San	YES 🗌	МОД
Are there any outstanding enforcement cases on the property from the Sa Planning Department or the Department of Building Inspection? If Yes, all outstanding enforcement cases must be abated and closed for eithe Mills Act.		YES 🗌	NO
I/we and/are the present owner(s) of the property described above and hereby a contract. By signing below, I affirm that all information provided in this applications are and affirm that false information will be subject to penalty and revocation	ation is true and co	rrect. I fur	ry ther
Owner Signature:	Date: 3/31	2017	•
Owner Signature:	Date: 3/31)	2017	
Owner Signature:	Date:		CONTROL OF STREET AND ADVANCE.

#### 2 Proporty Value Eligibility:

3. Property value Eligibility:
Choose one of the following options:
The property is a Residential Building valued at less than \$3,000,000.
The property is a Commercial/Industrial Building valued at less than \$5,000,000. $V_{\nearrow}$ YES $\square$ NO $\square$
*If the property value exceeds these options, please complete the following: Application of Exemption.
Application for Exemption from Property Tax Valuation
If answered "no" to either question above please explain on a separate sheet of paper, how the property meets the following two criteria and why it should be exempt from the property tax valuations.
<ol> <li>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</li> </ol>
<ol><li>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.)</li></ol>
4. Property Tax Bill
All property owners are required to attach a copy of their recent property tax bill.
PROPERTY OWNER NAMES: Patrick M. Mooney Steve G. Tom
MOST RECENT ASSESSED PROPERTY VALUE:  1,661,134  PROPERTY ADDRESS:  60-62, Carmelita Street, San Francisco, CA 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 two aware the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate.
Owner Signature: Date: 3/31/2d 7
Owner Signature:  Date: 3/31/2017
Owner Signature: Date:

### **MILLS ACT CONTRACT**

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

California Mills Act Historical Property Agreement
PROPERTY NAME (IF ANY)
60-62 Carmalita Street
San Francisco, California
THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and feeding Tom ("Owner/s").
RECITALS
Owners are the owners of the property located at 60-62 Carmelta Street, in San Francisco, California  O864 / 014  The building located at 60-62 Carmelta Street
is designated as a City Landmark pursuant to Article 10 of Plan will be City Landmark pursuant to Article
10 of the Planning Code") and is also known as the
HISTORIC NAME OF PROPERTY (IF ANY)
Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately Three house of the Historic Property according to established preservation standards, which it estimates will cost approximately Three house of the Historic Property according to established preservation standards, which it estimates will cost approximately Three house of the Historic Property according to established preservation standards, which it estimates will cost approximately Three house of the Historic Property according to established preservation standards, which it estimates will cost approximately Three house of the Historic Property according to established preservation standards, which it estimates will cost approximately Three house of the Historic Property according to established preservation standards, which it estimates will cost approximately Three house of the Historic Property according to established preservation standards and the Historic Property according to established preservation standards and the Historic Property according to established preservation standards and the Historic Property according to the Historic Prop
Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately the Historic Property according to established preservation standards, which is estimated will cost approximately the Historic Property according to established preservation standards, which is estimated will cost approximately the Historic Property according to established preservation standards, which is estimated will cost approximately the Historic Property according to established preservation standards, which is estimated will cost approximately the Historic Property according to established preservation standards, which is estimated will cost approximately the Historic Property according to established preservation standards, amount in word Format.
The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.) authorizing local governments to enter into agreements with property owners to potentially reduce their property taxes in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.
Owners desire to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate its anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent condition in the future.
NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

#### 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.

#### Rehabilitation of the Historic Property.

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

#### 3. Maintenance.

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

#### 4. Damage.

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

#### 5. Insurance.

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

#### 6. Inspections.

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

#### 7. Term.

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

#### 8. Valuation.

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

#### 9. Termination.

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

#### 10. Notice of Nonrenewal.

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

#### 11. Payment of Fees.

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

#### 12. Default.

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

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

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

#### 13. Cancellation.

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

#### 14. Cancellation Fee.

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

#### 15. Enforcement of Agreement.

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

#### 16. Indemnification.

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

#### 17. Eminent Domain.

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

#### 18. Binding on Successors and Assigns.

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

#### 19. Legal Fees.

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

#### 20. Governing Law.

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

#### 21. Recordation.

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

#### 22. Amendments.

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

#### 23. No Implied Waiver.

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

#### 24. Authority.

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

#### 25. Severability.

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

#### 26. Tropical Hardwood Ban.

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

#### 27. Charter Provisions.

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

#### 28. Signatures.

This Agreement may be signed and dated in parts

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

CARMEN CHU

ASSESSOR-RECORDER

CITY & COUNTY OF SAN FRANCISCO

Date

3/23/2017

JOHN RAHAIM

DIRECTOR OF PLANNING

CITY & COUNTY OF SAN FRANCISCO

Date

APPROVED AS PER FORM:

**DENNIS HERRERA** 

CITY ATTORNEY

CITY & COUNTY OF SAN FRANCISCO

Signature

Date

Print name

DEPUTY CITY ATTORNEY

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.

#### 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 INSERT NAME OF THE OFFICER
NOTARY PUBLIC personally appeared: Patrick Modney, NAME OF SIGNERS.
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/firey 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.  JENNIFER KOLTO Commission # 2093659 Notary Public - California
San Francisco County. My Comm. Expires Dec 15, 2018
·
(PLACE NOTARY SEAL ABOVE)

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189** 

A notary public or other officer completing this certificat document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California )	
County of SAN FRANCOCO )	
	TORTOLERO, NOMBY PURMC
Date Property ( C	Here Insert Name and Title of the Officer
personally appeared	. /oM
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(e) whose name(e) is/are edged to me that he/she/they-executed the same in s/her/their signature(s) on the instrument the person(s), ted, executed the instrument.
	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraphs true and correct.
L TORTOLERO	WITNESS my hand and official seal.
NOTARY PUBLIC - CALIFORNIA COMMISSION # 2054457	Signature Signature of Noton Sublin
	Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing this	TONAL information can deter alteration of the document or forms to an unintended document.
Description of Attached Document Title or Type of Document: LAUR. MUSA GT	HISTORICAL DOCUMENT Date: 3/31/17
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s)	Signaria Namo:
Signer's Name:	Signer's Name: Corporate Officer — Title(s):
□ Partner - □ Limited □ General	□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:Signer Is Representing:	☐ Other:Signer Is Representing:
Olyner is richtesetting.	Olgrici is trepresenting.
WALESTON STATES AND	

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Signature page and certificate bear embossment.

## EXHIBIT A: DRAFT REHABLILITATION PLAN

5	Rehabilitation	/Doctoration	2 Maintonan	oo Dlan
ວ.	Renabiliation	/Restoration	& Maintenan	ice Plan

A 10 Year Rehabilitation/Restoration Plan has been submitted detailing work to be performed on the subject property	YES X 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-MO□
	***************************************
Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property	YES)⊠ NO 🗆

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

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

# (Provide a scope number)	BUILDING I	FEATURE: Foundat	is)-seismic,	opgrade
Rehab/Restoration	Maintenance	Completed	Proposed	1 1
CONTRACT YEAR FOR WORK COMPL 2016	LETION:			
TOTAL COST (rounded to nearest dollar	ar):	- 9 to 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		THE STATE OF THE S
DESCRIPTION OF WORK:				
Building on old and in it was such	originalib	rick found	that is	118 years
old and in	2001. Con 1211	مر، العوا	ace price 1	rannent, a
with New 5	eismicly u	bounded to	on dation of	tai
Working with	- structur	Pengineer	and archi	& J '_

#### Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

#2 (Provide a scope number) Building FEATURE: Repair of days of danger
Rehab/Restoration Maintenance Completed Proposed
CONTRACT YEAR WORK COMPLETION:
TOTAL COST (rounded to nearest dollar):
Exterior of building in poor condition due to reglect. Repair drupt domes and point
Exterior of building in poor condition due to reglect. Repair dry of damage and print exterior after consulting with a Historical Color Consultat,
#3 (Provide a scope number)  Building FEATURE: Repair terroggo Steps reglare Seal.  Rehab/Restoration M Maintenance Completed Proposed
Rehab/Restoration Maintenance Completed Proposed Contract YEAR WORK COMPLETION:
2016 TOTAL COST (rounded to nearest dollar):
DESCRIPTION OF WORK
Terrageo steps infront of building in poor CONNERS due to years of neglect. Reinforce supports under steps. Repair damaged steps. Reglage - sent terraggo steps and tile incents
Supports under steps. Repair Command steps.
y seps and the sources
# 4 (Provide a scope number)  BUILDING FEATURE: Tostall garage
Rehab/Restoration ☑ Maintenance ☐ Completed ☐ Proposed ☑
CONTRACT YEAR WORK COMPLETION:
TOTAL COST (rounded to nearest dollar):
Demolition and excavation of building. Install
drineway with "Hollywood Landscaping Strip, plantes,
Demolition and excavation of building. Install Demolition and excavation of building. Install drineway with "Hollywood Landscaping strip", planters, historically accorate carrige doors and matchile Pilastes.
71/23147

Draft Rehabilitation/Rest	toration/ <del>Maintenan</del>	<del>ee Pl</del> an (Continue	d)	
#5 (Provide a scope number)	BUILDING F	EATURE ROOF RO	Proposed	
Rehab/Restoration	Maintenance	Completed [	Proposed	
CONTRACT YEAR WORK COMPLETION:			,	
TOTAL COST (rounded to nearest dollar)  2000  DESCRIPTION OF WORK:	:			
DESCRIPTION OF WORK	P'a Ho	æ	•	
Replace ro	of : 70114	3		
#(Provide & scope number)	BUILDING FE	EATURE:		
Rehab/Restoration	Maintenance	Completed	Proposed	
CONTRACT YEAR WORK COMPLETION:				
TOTAL COST (rounded to nearest dollar):	:			
DESCRIPTION OF WORK				
# (Provide a scope number)	BUILDING FE	EATURE:	3	
Rehab/Restoration	Maintenance	Completed 🗌	Proposed	
CONTRACT YEAR WORK COMPLETION:				
TOTAL COST (rounded to nearest dollar):				
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 143	22, San Francisco,
California 94114, and BC United Construction, Inc. of 671 Orizaba A	ve, 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:	)ate	this	Contract wa	s signed b	ov 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

\$60,640.00

All framing complete with steel beams installed and inspections signed off

Final payment

\$16,360.00

All 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:
- 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.

Owner's Initials

Bing Chen Owner

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.

This agr	eement is entered into as of the date written below.		
Contract	fors are required by laws of the State of California to be licensed and fors State License Board which has jurisdiction to investigate complaints. Any questions concerning a contractor may be referred to the Calimer Affairs, Contractors State License Board.	ints against	
Owner:			
By: Pat	trick Mooney & Steve Tom		
Contract BC Unit	or: ed Construction, Inc.		
Contract	cor's License: 995115		
By:			

## California Home Improvement Contract - Change Order Form

Contractor Name:	
(License Number:	- )
Address:	,
Address:	,
City:, State: Name of Salesperson:	ZIP:
Name of Salesperson:	
(Registration Number of Salesperson:	- )
Owner Name:	and
Contractor Name: dated (Date)	agree that the contract
Improvement Change Order and is changed as described be Description of the Change and Description of the Signif Equipment to be Installed Under this Change.	
[ ] 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 to (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

are entitled to a completely filled in copy of this agreement, signed by both you and th contractor, before any work may be started.		
		/ /
Owner's Signature	Date	
Owner's Signature	Date	
Contractor's Signatu	reDate	

## 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's expense and risk. If you do make the goods available to the contractor and 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	
and dated when the contract is signe	Code Section § 7159 requires that this form be signed ed. eccipt of this Notice of Three-Day Right to Cancel and
	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
  - o 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.

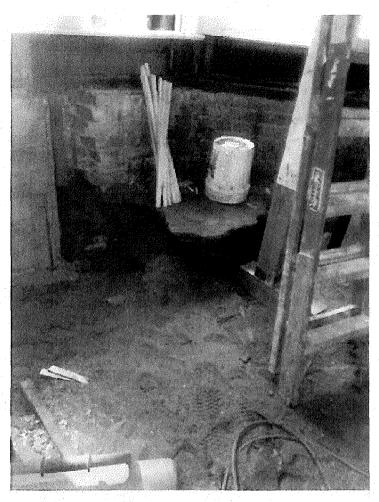
Contractor understands that the work occurring outside of these Work and Delivery hours could have adverse implications on relations between Owner and neighbors of the worksite.

 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.

## ACKNOWLEDGED AND UNDERSTOOD

	CONTRACTOR		DATE
	Bing Chen		
*	<b>BC United Construction</b>	n Co	
` <u> </u>			
	OWNERS		DATE
	Patrick Mooney	Steve Tom	

Project: Foundation replacement from brick to seismic reinforced

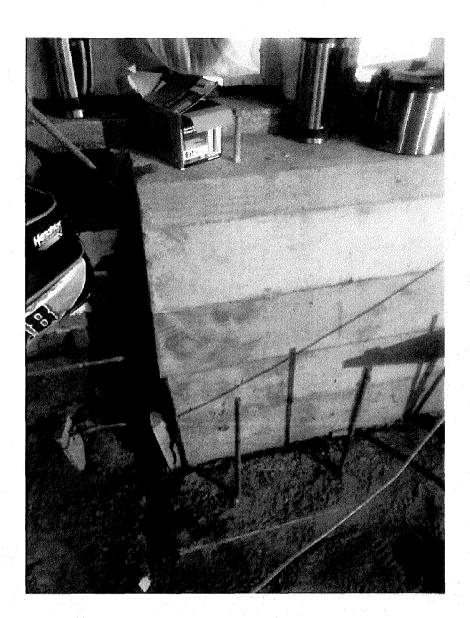


Original 119 year old brick foundation



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>

Sun, May 1, 2016 at 7:31 PM

Reply-To: drcolor@drcolor.com

To: Steve And Patrick Mooney-Tom <6062carmelita@gmail.com>

### 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

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.
- 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.

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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 into 3 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

Phone (415)312-0799

**Date** 6-18-16

Patrick 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:

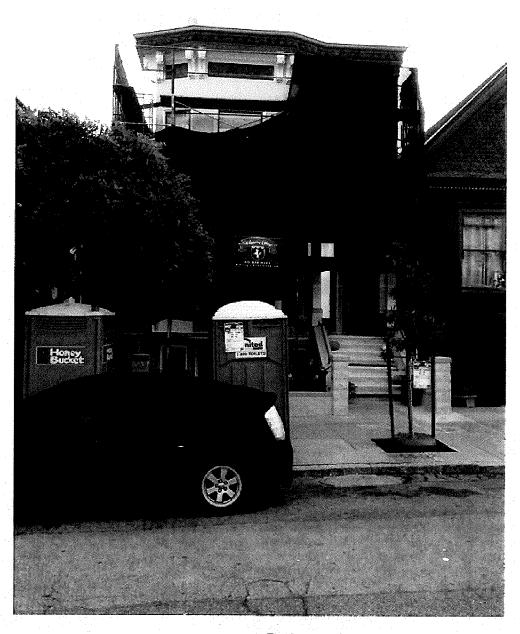
To be paid when this job is completed

Authorization Signature

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.

${f DATE}$ OF ACCEPTANCE_	ADDRESS
SIGNATURE X	



During work



Completed project

# REHABILITATION PLAN: SCOPE #4 INSTALL GARAGE AND CARRAGE DOORS

## LISTIMATE

Patrick Mooney 62 Carmelita St San Francisco, Ca 94117

A J Handyman

391 Valencia st # 401 San Francisco, Ca 94103 (415) 255-4892

Phone: (415) 940-2541

Email: yalm.1987@gmail.com

Estimate #

000009

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 pony wall on the sidewalk. Excavation of all the require soil to meet the required angle for the driveway.

**Concrete Driveway** 

\$14,000.00

This includes all the concrete work required on the driveway and both of the planters (one on either side of the driveway ) and the concrete stairs.

**Framing** 

\$10,000.00

Framing the opening for the garage door and framing the matching pilasters (one on either side of the driveway).

Patching the stucco to match with the rest of the building.

**Paint** 

\$5,000.00

Paint all the new work to match the existing paint.

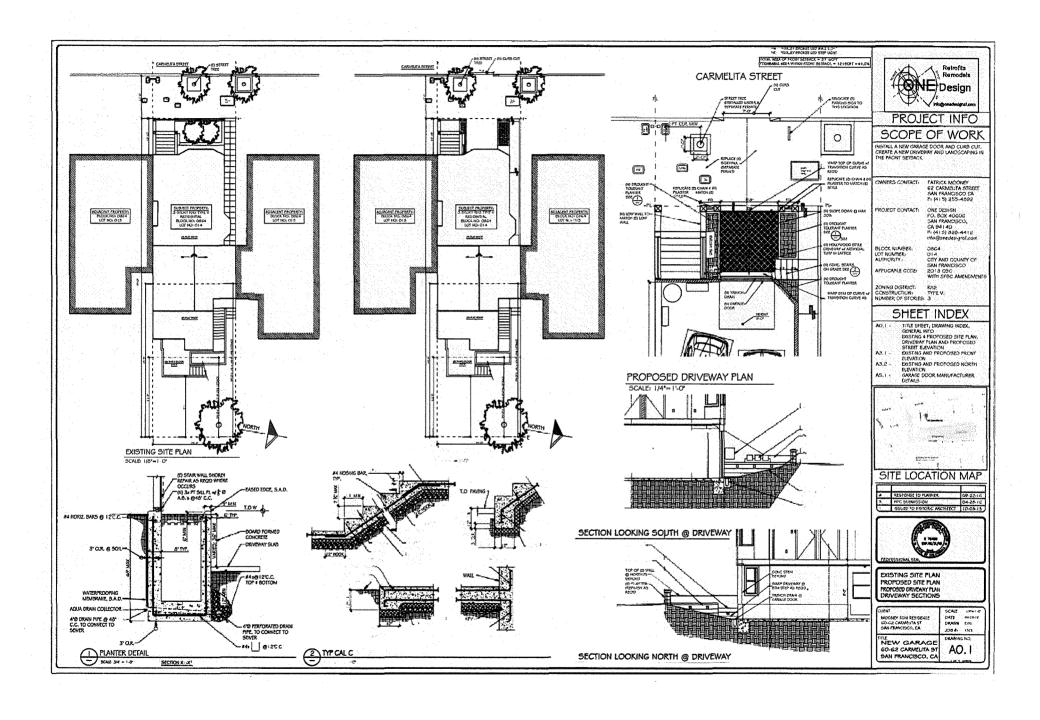
Subtotal

\$37,000.00

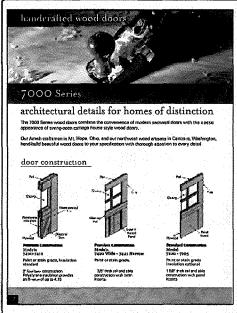
Total

\$37,000.00

A J Handyman







GARAGE DOOR MANUFACTURERS DETAILS





GARAGE DOOR MANUFACTURERS DETAILS

CUENT MOONRY TOTA RESIDENCE 60-52 CAPARUTA 51 SAN FRANCISCO, CA DATE OFFICE DRAWN ECH JOB #1 1965

NEW GARAGE 60-62 CARMEUTA ST SAN 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:

Prepared By:

60-62 Carmelita Street,

Niall Kenny

San Francisco

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

<u>Exclusions.</u> 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 <a href="www.sfbayconstruction.com">www.sfbayconstruction.com</a> 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/Besteration/Maintenance Plan (Continued)
# (Provide a scope number) BUILDING FEATURE: Windows
Rehab/Restoration   Maintenance Completed Proposed X
CONTRACT YEAR WORK COMPLETION:  EVERY 5 Years after 2016  TOTAL COST (rounded to nearest deliar):
DESCRIPTION OF WORK Window professional to inspect all windows. Check for dryrot, water damage, infittration. Thouse bottom Sash of each window is operable. Replace ropes, parting bead, stops as required.
bottom sash of each window is operable. Replace
ropes, parting bead, stops as required.
#7 (Provide a scope number) BUILDING FEATURE: ROOf inspection in the nation
Rehab/Restoration Maintenance Completed Proposed
CONTRACT YEAR WORK COMPLETION:  EVERY TWO YEARS ACT 2016  TOTAL COST (rounded to nearest dollar):  \$2,500  DESCRIPTION OF WORK:
Check roof for leaks, cracks and damage Repair as needed. Clean gotters and downerpouts.
#(Provide a scope number) BUILDING FEATURE:
Rehab/Restoration
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:**

## **Unit #62**

Make (7) existing bottom sash in operable – check for dry rot, new ropes, parting bead, stop, new satin nickel hardware -  $\underline{\$2240.00}$ 

## **Unit #60**

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

**AUTHORIZED:** 

DATE: 06/30/'16

**AUTHORIZED SIGNATURE:** 

DATE:

## MAINTENANCE PLAN: SCOPE #7 ROOF INSPECTION/REPAIRS AND GUTTER CLEANING

## DIMAIL

AJHANDYMAN
3216 Instrument Bird II Online CAPACA
Sec. APRILADA

Patrick Mooney 62 Carmelita St San Francisco, Ca 94117

A J Handyman

391 Valencia st # 401 San Francisco, Ca 94103

(415) 255-4892

Phone: (415) 940-2541

Email: yalm.1987@gmail.com

Business / Tax #

1028833

**Description** 

Total

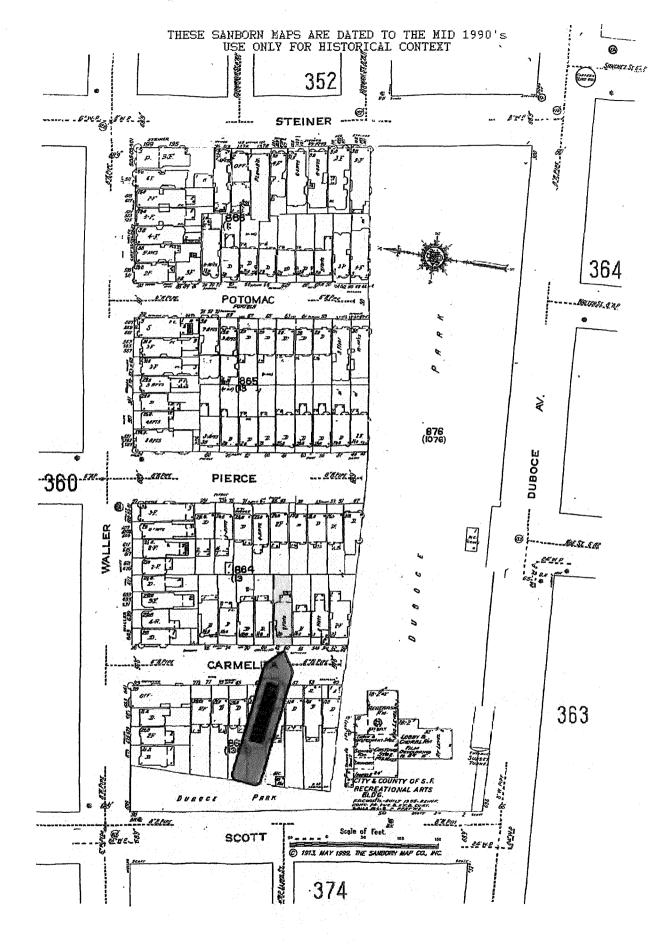
**Roof Maintenance** 

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**



Property Location

Address: 60-62 CARMELITAST

City: SAN FRANCISCO Zip: 3313

APNNt: 0864 -014

Use Code: Duplex

County: Francisco

Tract: MARION

Map Page/Crid: 667' £1

Percent improvement: 30.00

Physical Information

Building Area: 2.300

# of Bedrooms: 2

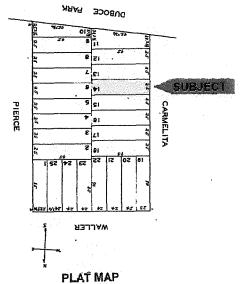
Lot Size: 2,375

Hysical Information
Building Area: 2.300 # of Bedrooms: 2 Lot Size: 2,375

Additional: 0 # of Bathrooms: 3.00 Year Built / Effective: 1900 / 1960

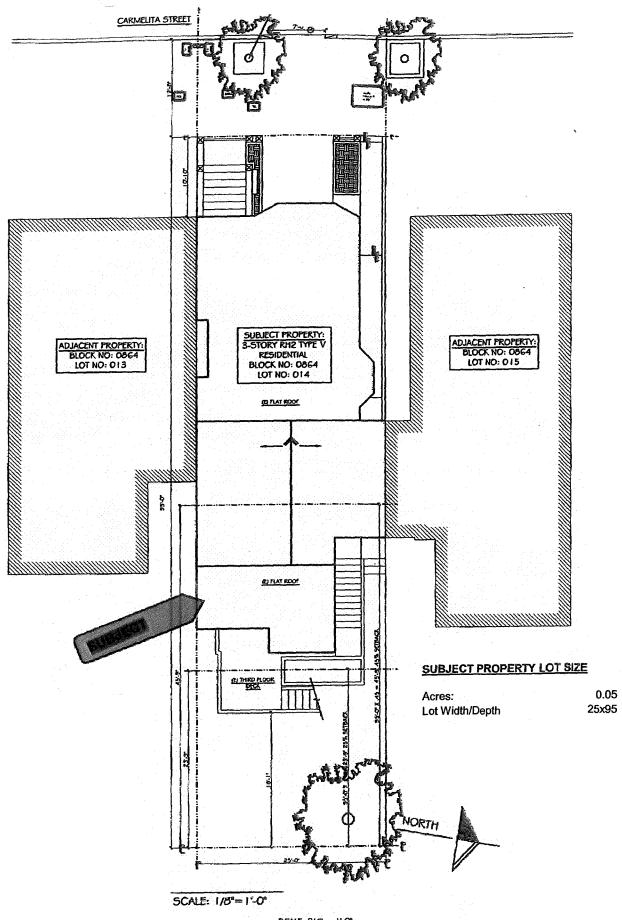
Garage: 0 # of Stories: 2 Heating:
First Floor: 0 Total Rooms: 12 Cooling:
Second Floor: 0 # of Units: 3 Roof Type:
Third Floor: 0 Garage/Carport: / Construction/Quality: Wood Frame / 0

Basement Unfinished: 51



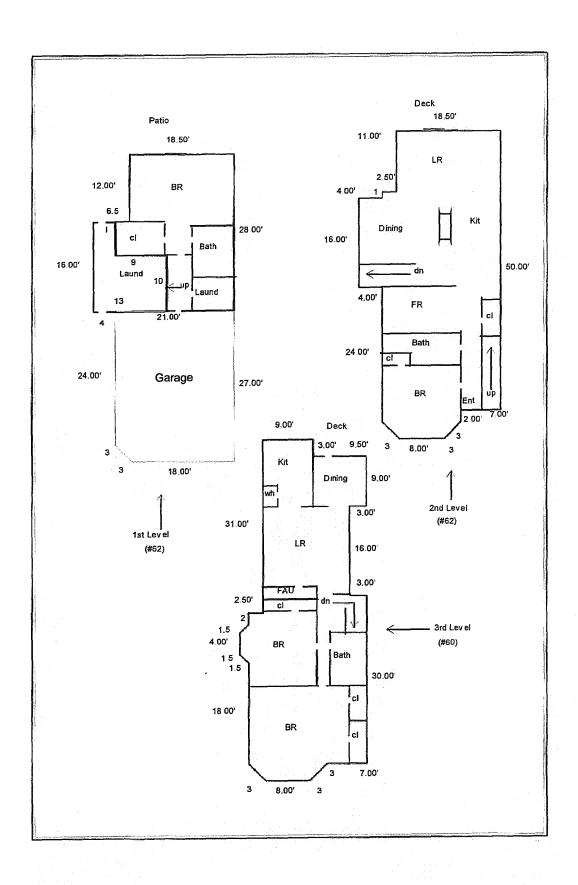
864

MARION TRACT



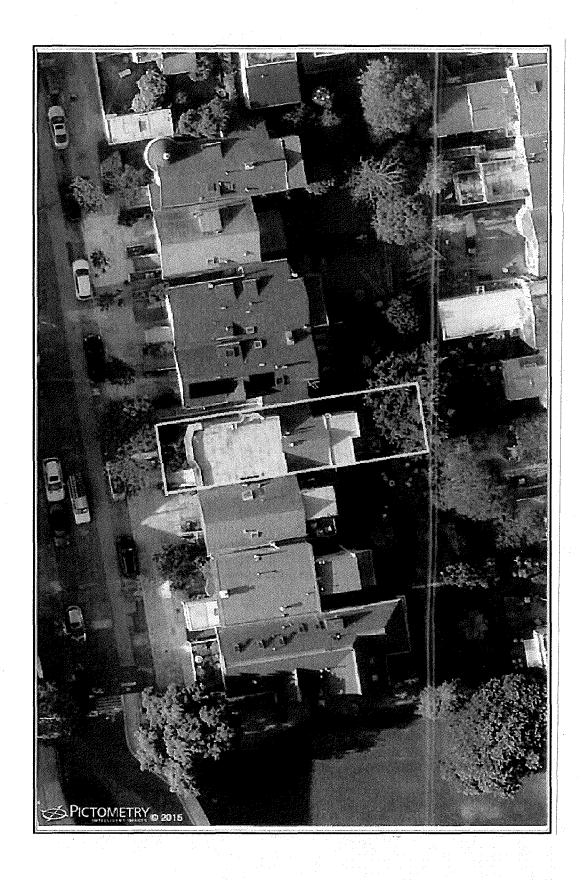
5CALE: 3/4" = 1'-0"

# BUILDING SKETCH WITH FLOOR PLANS AND SQUARE FOOTAGE CALCULATIONS

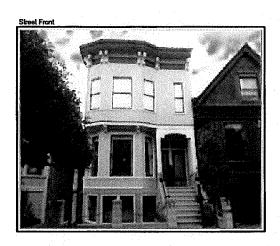


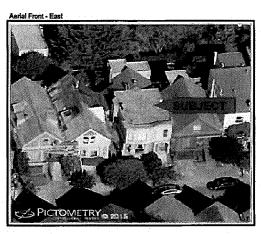
#### SKETCH ADDENDUM

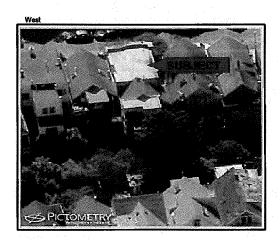
	SKETCH CALCULATIONS	Perimeter	Area
Misc. Area			
W alkway			24.0
A1:4.0 x 6.0 =	열 등 이 사람들은 가는 것이 없는 것이다.		130.0
A2: 13.0 x 10.0 =			
			154.0
			451.0
	Total Misc. Area		154.0
and the second s			
Living Area			
1st Level (Part of #62)			222.0
A3: 18.5 x 12.0 =			
A4 : 21.0 x 6.0 =			126 0
A5 : 12.0 x 10.0 =			120.0
			468.0
2nd Level (#52)			203.5
A6: 18.5 x 11.0 =			21.0
A7:21.0 x 1.0 =			400.0
A8: 25.0 x 16.0 =			462.0
A9: 21.0 x 22.0 =			28.0
A10: 14.0 x 2.0 =			4.5
A11: 0.5 x 3.0x3.0 =			*
A12:0.5 x 3.0x3.0 =			4.5
A13:8.0 x 3.0 =			24 0 1147.5
3rd Level (#60)			
$A14:9.0 \times 3.0 =$			27.0
A15: 18.5 x 9.0 =			166.5
A16: 15.5 x 16.0 =			248.0
A17:18.5 x 3.0 =			55.5
A18:21.0 x 2.0 =			42.0
A19:22.5 x 4.0 =			90.0
A20: 21.0 x 18.0 =			378.0
A21:0.5 x 1.5x1.5 =			1.1
A22:21.0 x 1.5=	•		31.5
A23:0.5x1.5=			1.1
A24:21.0 x 1.5 =			31.5
A25:0.5x3.0x3.0=			4.5
A26 : 0.5 x 3.0x3.0 =			4.5
A27 : 8.0 x 3.0 =			24.0
A27.0.0x0.0-			1105.2
			2720.7
	Total Living Area		2/20./
Garage Area			
			-
A28:21.0 x 24.0 =			504.0
$A29:0.5 \times 3.0 \times 3.0 =$			4.5
A30:18.0 x 3.0 =			54.0
			562.5
	Total Garage Area		562.5



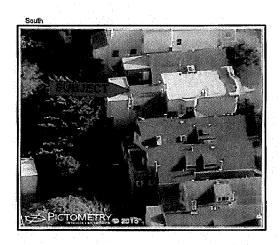
#### SUBJECT AERIAL IMAGERY

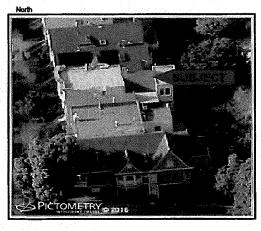










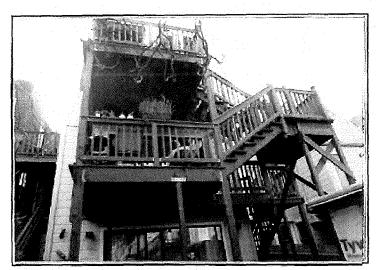


## **AERIAL IMAGERY**

## **BUILDING PHOTOS (EXTERIOR AND INTERIOR)**



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



REAR OF SUBJECT PROPERTY



STREET SCENE



Bedroom (Unit#60)



Bedroom (Unit#60)



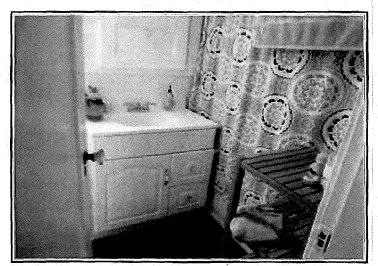
Dining area (Unit#60)



Living room (Unit#60)



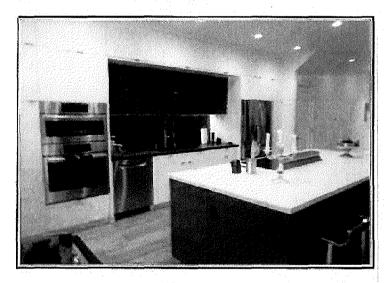
Kitchen (Unit#60)



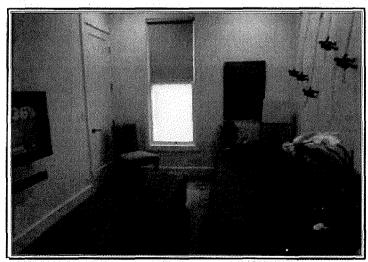
Bathroom (Unit#60)



Living room (Unit#62)



Kitchen (Unit#62)



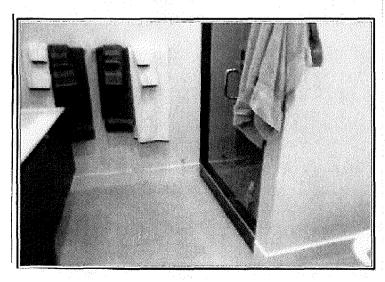
Family room (Unit#62)



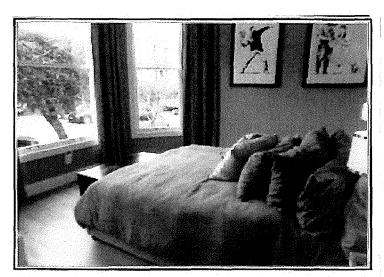
Hallway (Unit#62)



Bathroom (Unit#62)



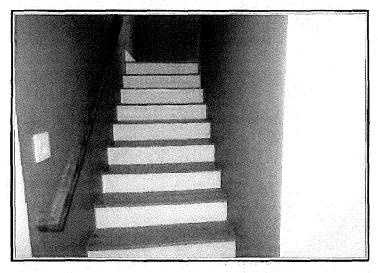
Bathroom (Unit#62)



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

## 1386 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 \$59.09

2015-2016 \$64.71

2014-2015 \$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

Arthur Meirson Attorney for Lessor

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

62066B.docx:

#### City and County of San Francisco

## Residential Rent Stabilization and Arbitration Board



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

Prop	erty Address 60-62 Carm	elita Street, San Francis	co, CA 94117	
Nam	e of (Select One) <b>©</b> Landk	ord O Agent Patrick Moo	ney/Steve Tom	
Land	lord/Agent's Day Phone	(415) 255-4892	# of Units (Including C	ommercial Units)2
Dear	Tenant:			
This attrib thro The form	Ordinance permits an own utable to the passage of ce ugh on the tenant's anniv amount on line 8 is the mor ula that follows below. If yo	er to pass through to each te ertain general obligation bond ersary date to any tenant w nthly amount I am permitted t u have any questions about I	nant in the above-referenced in the above-referenced in the above approvence as of Notes and the calculations, please call the calculations, please call the calculations, please call the calculations, please call the calculations.	ed. These costs may be passe lovember 1, 2014.
num	oer, or you may also write i	ne at: <u>62 Carmelia Street, S</u>	San Francisco, CA 94117	
If you	u have not been able to res the Rent Board to request	olve questions about this pas	ssthrough with the landlord/ag You may contact the Rent Bo	ent, a tenant may file a petition ard at 252.4602 or go to the Rer
If you with Boar	u have not been able to res the Rent Board to request d's office at 25 Van Ness A	olve questions about this pas a review of the passthrough. Evenue, Suite 320, San Franc	esthrough with the landlord/ag You may contact the Rent Bo clsco, CA 94102.	
If you with Boar 1.	I have not been able to res the Rent Board to request d's office at 25 Van Ness A Net Taxable Value (see	olve questions about this pas a review of the passthrough.	esthrough with the landlord/ag You may contact the Rent Bo clsco, CA 94102.	ard at 252.4602 or go to the Rer
If you with Boar 1.	I have not been able to res the Rent Board to request d's office at 25 Van Ness A Net Taxable Value (see Divide Line 1 by 100 an	olve questions about this pas a review of the passthrough. wenue, Suite 320, San France sample on back for location	ssthrough with the landlord/ag You may contact the Rent Bo clsco, CA 94102.	ard at 252,4602 or go to the Rer \$_1,761,808.00_
If you with Boar 1. 2.	I have not been able to res the Rent Board to request d's office at 25 Van Ness A Net Taxable Value (see Divide Line 1 by 100 an	olve questions about this pas a review of the passthrough. wenue, Suite 320, San France sample on back for location d enter that amount here bugh Factor for 2014-2015 Ta	ssthrough with the landlord/ag You may contact the Rent Bo clsco, CA 94102.	ard at 252,4602 or go to the Rer \$ 1,761,808.00 \$ 17,618.08
If you with Boar 1. 2. 3.	thave not been able to rest the Rent Board to request a d's office at 25 Van Ness A Net Taxable Value (see Divide Line 1 by 100 an Bond Measure Passthro Multiply Line 2 by Line 3	olve questions about this pas a review of the passthrough. wenue, Suite 320, San France sample on back for location d enter that amount here bugh Factor for 2014-2015 Ta	ssthrough with the landlord/ag You may contact the Rent Bo clsco, CA 94102. on on bill)	\$ 1,761,808.00 \$ 17,618.08 .088
If you with Boar 1. 2. 3. 4.	I have not been able to rest the Rent Board to request of d's office at 25 Van Ness A Net Taxable Value (see Divide Line 1 by 100 an Bond Measure Passthro Multiply Line 2 by Line 3 Number of Units in the	olve questions about this pas a review of the passthrough. Evenue, Suite 320, San France sample on back for location d enter that amount here bugh Factor for 2014-2015 To 3 Property (including commerce	esthrough with the landlord/ag You may contact the Rent Bo clsco, CA 94102. on on bill) ax Year*	\$\frac{1,761,808.00}{17,618.08}\$ \$\frac{1,761,808.00}{15,618.08}\$ \$\frac{1,550.39}{1}\$
If you	I have not been able to resthe Rent Board to request d's office at 25 Van Ness A  Net Taxable Value (see Divide Line 1 by 100 an Bond Measure Passthro Multiply Line 2 by Line 3 Number of Units in the Divide Line 4 by Line 5	olve questions about this pas a review of the passthrough. wenue, Suite 320, San France sample on back for location d enter that amount here bugh Factor for 2014-2015 Ta	esthrough with the landlord/ag You may contact the Rent Bo clsco, CA 94102. on on bill) ax Year* lal units) per unit)	\$\frac{1,761,808.00}{17,618.08}\$ \$\frac{1,761,808.00}{1,550.39}\$

\*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

#### City and County of San Francisco

#### **Residential Rent Stabilization** and Arbitration Board



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

Prop	erty Address 60-62 Carmelita Street, San Francisco, CA 9	4117		
Nam	e of 🗸 Landlord 🔲 Agent (check one) Patrick Mooney/Ste	ve Tom		
Land	ilord/Agent's Day Phone(415) 255-4892 # o	f Units (Including C	ommercial Units)	2
Dea	Tenant:			
This attrik	w is the calculation for the 2015-2016 bond measure passthrough Ordinance permits an owner to pass through to each tenant in the outable to the passage of certain general obligation bond measures ugh on the tenant's anniversary date to any tenant who was Ir	above-referenced previously approv	property the costs di ed. These costs ma	rectly
	amount on line 8 is the monthly amount I am permitted to pass three			
	ula that follows below. If you have any questions about the calcula ber, or you may also write me at: <u>62 Carmelia Street, San Franc</u> i		e above referenced	person and
num If you with		isco, CA 94117 with the landlord/ag contact the Rent Bo	ent, a tenant may fil	e a petition
num If you with Boar	ber, or you may also write me at: 62 Carmelia Street, San Franci u have not been able to resolve questions about this passthrough the Rent Board to request a review of the passthrough. You may ord's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA 9	isco, CA 94117 with the landlord/agcontact the Rent Bo 94102.	ent, a tenant may fil	e a petition o to the Ren
num If you with Boar 1.	ber, or you may also write me at: 62 Carmelia Street, San Franci u have not been able to resolve questions about this passthrough the Rent Board to request a review of the passthrough. You may only office at 25 Van Ness Avenue, Suite 320, San Francisco, CA Suite Taxable Value (see sample on back for location on bill)	isco, CA 94117 with the landlord/agcontact the Rent Bo 94102.	ent, a tenant may fil ard at 252.4602 or g	e a petition o to the Ren
num If you with Boar 1.	ber, or you may also write me at: 62 Carmelia Street, San Franci u have not been able to resolve questions about this passthrough the Rent Board to request a review of the passthrough. You may or of soffice at 25 Van Ness Avenue, Suite 320, San Francisco, CA Solve Taxable Value (see sample on back for location on bill) Divide Line 1 by 100 and enter that amount here	isco, CA 94117 with the landlord/agcontact the Rent Bo 94102.	ent, a tenant may file ard at 252.4602 or g  \$ 1,688,134. \$ 16,881.	e a petition o to the Ren
num If you with Boar 1. 2.	ber, or you may also write me at: 62 Carmelia Street, San Francisus have not been able to resolve questions about this passthrough the Rent Board to request a review of the passthrough. You may ord's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA Street Net Taxable Value (see sample on back for location on bill) Divide Line 1 by 100 and enter that amount here Bond Measure Passthrough Factor for 2015-2016 Tax Year*	isco, CA 94117 with the landlord/agcontact the Rent Bo 94102.	ent, a tenant may file ard at 252.4602 or g  \$ 1,688,134. \$ 16,881.	e a petition o to the Ren 00 34 92
num If you with Boar 1. 2. 3.	ber, or you may also write me at: 62 Carmelia Street, San Francisus have not been able to resolve questions about this passthrough the Rent Board to request a review of the passthrough. You may ord's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA Street Net Taxable Value (see sample on back for location on bill) Divide Line 1 by 100 and enter that amount here Bond Measure Passthrough Factor for 2015-2016 Tax Year* Multiply Line 2 by Line 3	isco, CA 94117 with the landlord/agcontact the Rent Bo 94102.	ent, a tenant may file ard at 252.4602 or g  \$ 1,688,134. \$ 16,881.	e a petition o to the Ren 00 34 92
num If you with Boar 1. 2. 3. 4. 5.	ber, or you may also write me at: 62 Carmelia Street, San Francisus have not been able to resolve questions about this passthrough the Rent Board to request a review of the passthrough. You may ord's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA Street Net Taxable Value (see sample on back for location on bill) Divide Line 1 by 100 and enter that amount here Bond Measure Passthrough Factor for 2015-2016 Tax Year* Multiply Line 2 by Line 3 Number of Units in the Property (including commercial units)	isco, CA 94117 with the landlord/agcontact the Rent Bo 94102.	sent, a tenant may file ard at 252.4602 or g \$ 1,688,134. \$ 16,881. .0 \$ 1,553.	e a petition o to the Ren 00 34 92 08
num If you with	ber, or you may also write me at: 62 Carmelia Street, San Francisus have not been able to resolve questions about this passthrough the Rent Board to request a review of the passthrough. You may ord's office at 25 Van Ness Avenue, Suite 320, San Francisco, CA Street Net Taxable Value (see sample on back for location on bill) Divide Line 1 by 100 and enter that amount here Bond Measure Passthrough Factor for 2015-2016 Tax Year* Multiply Line 2 by Line 3	sco, CA 94117 with the landlord/agcontact the Rent Bo	ent, a tenant may file ard at 252.4602 or g  \$ 1,688,134. \$ 16,881.	e a petition o to the Ren 00 34 92 08 2 54

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

#### City and County of San Francisco

## 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		
Proper	ty Address 60-62 Carmelita Street, San Francisco, Ca	<b>4 94117</b>	
Name	of	/Steve Tom	
	rd/Agent's Day Phone(415) 255-4892	# of Units (Including Cor	nmercial Units)2
Dear T	enant:		
This O	is the calculation for the 2016-2017 bond measure passth rdinance permits an owner to pass through to each tenant able to the passage of certain general obligation bond me th on the tenant's anniversary date to any tenant who	in the above-referenced preasures previously approved	operty the costs directly I. These costs may be passed
formula	nount on line 8 is the monthly amount I am permitted to pa a that follows below. If you have any questions about the c r, or you may also write me at: 62 Carmelia Street, San F	alculations, please call the	is calculated by using the above referenced person and
with th	nave not been able to resolve questions about this passthree Rent Board to request a review of the passthrough. You soffice at 25 Van Ness Avenue, Suite 320, San Francisco	may contact the Rent Boar	
1. 2. 3. 4. 5. 6.	Net Taxable Value (see sample on back for location of Divide Line 1 by 100 and enter that amount here Bond Measure Passthrough Factor for 2016-2017 Tax Y Multiply Line 2 by Line 3  Number of Units In the Property (including commercial undivide Line 4 by Line 5 (yearly passthrough amount per Divide Line 6 by 12 months (monthly passthrough amount)	ear* nits) unit)	\$ 1,688,134.00 \$ 16,881.34
В.	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;
- 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%
<ul> <li>Caution: Only <u>ONE</u> of these two increases may be in through February 28, 1993, based on the tenant's and</li> </ul>	

571 Allowable Annual Rent Increases 12/4/15

#### PROOF OF SERVICE BY U.S. MAIL and CERTIFIED MAIL

(CC Section 1946)

I, Freddie L. Hannah, Jr. declare that:

I am employed in the City and County of San Francisco; I am over the age of 18 years and not a party to the within action; my business address is Goldstein, Gellman, Melbostad, Harris & McSparran, LLP, 1388 Sutter Street, Suite 1000, San Francisco, California.

On December 20, 2016, I served true copies of the following document(s):

#### NOTICE OF PROPOSED RENT INCREASE

By placing true and correct copies thereof 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 persons, tenants, and subtenants in possession the address below

Jason Rivera 60 Carmelita Street San Francisco CA 94117

I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. The above document(s) is(are) deposited with the U.S. Postal Service on that same day in the ordinary course of business.

I declare under penalty of perjury 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.

Freddie L. Hannah, Jr.

POS Certified & regular mail (UD)..DOC:

#### PROOF OF SERVICE BY U.S. MAIL and CERTIFIED MAIL

(CC Section 1946)

I, Freddie L. Hannah, Jr. declare that:

I am employed in the City and County of San Francisco; I am over the age of 18 years and not a party to the within action; my business address is Goldstein, Gellman, Melbostad, Harris & McSparran, LLP, 1388 Sutter Street, Suite 1000, San Francisco, California.

On December 20, 2016, I served true copies of the following document(s):

#### NOTICE OF PROPOSED RENT INCREASE

By placing true and correct copies thereof 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 persons, tenants, and subtenants in possession the address below

Geneveive Johansen 60 Carmelita Street San Francisco CA 94117

I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing. The above document(s) is(are) deposited with the U.S. Postal Service on that same day in the ordinary course of business.

I declare under penalty of perjury 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.

Freddie L. Hannah, Jr.

POS Certified & regular mail (UD)..DOC:

### APPRAISAL REPORT

OF



60-62 CARMELITA ST SAN FRANCISCO, CA 94117-3313

AS OF

03/15/2017

PREPARED BY

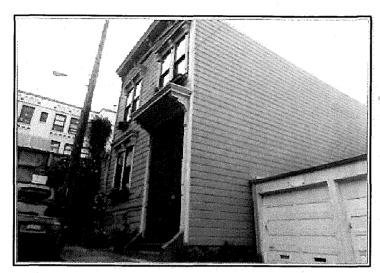
SCP Appraisals, Inc 100 Lyell Street San Francisco, CA 94112

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Address	60-62	CAR	MELIT	A ST				45	2-454 LIL	Y ST			130	9 HAYE	S ST			433	BURNET	TTA	VE .
Proximity	SAN FRAN to subject	CISC	), CA 5	94117	7-3313		S/		ANCISCO 41 miles	), CA 94102 NE		SAI		NCISCO 39 miles	), CA 94117 NW		SAM		NCISCO 14 miles		A 94131 /
(B)	fonthly Rent ss Bldg. Area trol	\$ \$ X	1.54 Yes	$\overline{}$	sq.ft. No	7	Yes		\$ No	\$ 6,100 2.89 sq. ft.	×	Yes		\$ No	\$ 10.817 2.49 sq.ft		Yes	*-, T	\$ No	\$ 1.7	4.200 70 SQ.
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Gross Bui	ilding Area			720		二			2,112					4,340	<del></del>				2,466		
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Unit #2 Unit #3		4	2	1	1,105	3	1	1.00	812	\$ 2,100 \$	6 4	1	1.00 1.00	1,500 1,100			2	2.00	1,233	S S_	4,20
Unit#4	-1							<u> </u>		\$					\$					\$	
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Borrower STEPHEN TOM/PATRICK MOONEY

Property Address 60-62 CARMELITA ST

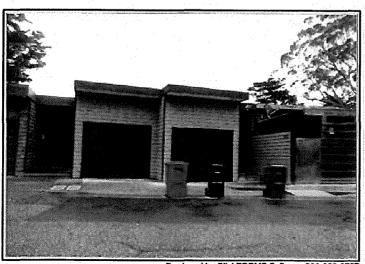
City SAN FRANCISCO County SAN FRANCISCO State CA Zip Code 94117-3313



COMPARABLE RENTALS # 3 452-454 LILY ST SAN FRANCISCO, CA 94102



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



Produced by ClickFORMS Software 800-622-8727

COMPARABLE RENTALS # 3
433 BURNETT AVE

SAN FRANCISCO, CA 94131

#### 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.

94117-3313

#### Poom Choothakan

has successfully met the requirements for a license as a residential and continercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has becaussed in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER DENTIFICATION NUMBER:

3021647

## **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



## Home Report



60-62 Carmelita St, SAN FRANCISCO, CA NOT FOR SALE

Zestimate: \$1,813,332 3 bd , 3.0 ba, 2,365 sqft

View home

#### **Home Values**

Zestimate

past 30 days

\$1,813,332

**%** -\$14,662

**Zestimate Forecast** 

one year

\$1,807,167

db -0.3%

**Rent Zestimate** 

past 30 days

\$6,800/mo

J -\$310

Create your own estimate

For Sale Nearby

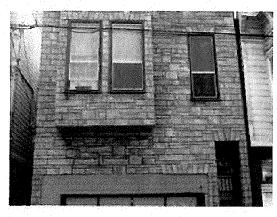
Within 1 mile

● FOR SALE 0 days ago

\$1,700,000



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

\$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

Total Due

Vol#	Block #	Lot#	Account #	Tax Bill #	Tax Rate	Property Location
06	0864	014	086400140	035437	1.1792 %	60 CARMELITA
			* *			CT.

### **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
22	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	\$554.10		

\$20,460.56



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

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

For Fiscal Year July 1, 2016 through June 30, 2017

06	0864	014	086400140	1.1792%	October 14, 2016	60 CARMELI	
	ed on January	•				Assessed Value	
To:	MOONEY PA	TRICK MICI	HAEL		Description Full Value Tax Amount		Tax Amount
					Land	844,068	9,953.24
MOONEY PATRICK MICHAEL PO BOX 14322 SAN FRANCISCO CA 94114		Structure	844,066	9,953.22			
		Fixtures					
		Personal Property					
	SAN F	WHISCIDE	UCA 34114		Gross Taxable Value	1,688,134	19,906.47
					Less HO Exemption		•
					Less Other Exemption		
					Net Taxable Value	1,688,134	\$19,906.47

Code	Туре	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	80.08
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.

00025

	Exemptions		12/14/2
	Block Lot		
Vol 6 APN	0864 014 Owner Id 0000806206 Seq	Eft Date	1/01/2017
Location	60 - 62 CARMELITA ST	Ret Date	99/99/9999
Name	MOONEY PATRICK MICHAEL	SSN - 1	
		SSN - 2	
Address	PO BOX 14322	<del></del>	
Cty/St/Zip	SAN FRANCISCO CA 94114	_ # of Units	<u> </u>
-	HO Homeowner's 7K	Amount	7,000
Lessor Stat	ement Flag	Percent	.000
	Exemption Status Information	NumMth 0 I	.00
Year Filed	2016 Late Flag Penalty Amt	0 Late %	
	APR Approved	StatDte	12/14/2016
Mail Date		<del></del>	
Recvd Date	Resolution	User Id	JGORDON
Aquire Dte	9/18/2015 Document #	Last Mod	12/14/2016
Occupy Dte	2/01/2016		
Notes			•

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

The second secon	0864-014					
NAME AND MAILING ADDRESS OF BUYER/TRANSFEREE (Make necessary corrections to the printed name and mailing address)	ASSESSOR'S PARCEL NUMBER					
Patrick Moonen/Steve Tom	SELLER/TRANSFEROR					
62 Carmelita Street						
	BUYER'S DAYTIME TELEPHONE NUMBER	3				
San Francisco, CA 94117	(415) 255 · 489 2 BUYER'S EMAIL ADDRESS	-	1			
range (Linguis <u>Linguis ) and a single state of the single state o</u>	J PMMSFORD &	ma		. Com		
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY	- Wisco CA QUIV	-,				
60-62 Carmelta Street, San F.	anosa, ar 7917-	≠				
Patrick Mooney Stene Tom						
62 Carmelita Street	CITY		1	ZIP CODE		
This prepared its intended as any principal residence. KVI	San Francisa	МО	DAY	YEAR		
YES NO This property is intended as my principal residence. If YE or intended occupancy.	LO, please indicate the date of occupancy	2	1	2016		
PART 1. TRANSFER INFORMATION Please complete	all statements.					
This section contains possible exclusions from reassessmen	nt for certain types of transfers.					
YES NO  A. This transfer is solely between spouses (addition or rem	noval of a snouse death of a snouse divo	me se	Hleme	int etc.)		
B. This transfer is solely between domestic partners curren				•		
a partner, death of a partner, termination settlement, etc	. <b>).</b>					
☐ ☐ + C. This is a transfer: ☐ between parent(s) and child(ren)	from grandparent(s) to grandchild	(ren).				
	death					
☐ ☐ *E. This transaction is to replace a principal residence by a Within the same county? ☐ YES ☐ NO	*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 p section 69.5. Within the same county?	erson who is severely disabled as defined NO	by Re	venue	and Taxation Code		
G. This transaction is only a correction of the name(s) of the If YES, please explain:	person(s) holding title to the property (e.g.,	a nam	e char	nge upon marriage).		
H. The recorded document creates, terminates, or reconve	H. The recorded document creates, terminates, or reconveys a lender's interest in the property.					
<ul> <li>I. This transaction is recorded only as a requirement for fi (e.g., cosigner). If YES, please explain:</li> </ul>	nancing purposes or to create, terminate,	or red	conve	a security interest		
J. The recorded document substitutes a trustee of a trust,	mortgage, or other similar document.					
K. This is a transfer of property:	o di Primo di Grandino.					
1. to/from a revocable trust that may be revoked by the	transferor and is for the benefit of					
the transferor, and/or the transferor's spouse	registered domestic partner.					
2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.						
3. to/from an irrevocable trust for the benefit of the	en e					
creator/grantor/trustor and/or grantor's/trusto				tic partner.		
L. This property is subject to a lease with a remaining leas		•				
M. This is a transfer between parties in which proportional being transferred remain exactly the same after the transfer the transfer between parties in which proportional being transferred remain exactly the same after the transfer between parties in which proportional being transferred remain exactly the same after the transfer between parties in which proportional being transfer between parties in the parties and the proportional being transfer between parties and the parties are the parties and the parties are the parties and the parties are the parties are the parties and the parties are the		ree(s)	in eac	th and every parcel		
N. This is a transfer subject to subsidized low-income hous	sing requirements with governmentally imp	osed	restric	tions.		
*O. This transfer is to the first purchaser of a new building of	ontaining an active solar energy system.					
* Please refer to the instructions for Part 1.  Please provide any other information that will bein	the Assessor understand the nature	of th	e tran	nsfer.		

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



PART 2. OTHER TRANSFER INFORMATION (	Check and complete as applical	ble.			
A. Date of transfer, if other than recording date:					
B. Type of transfer:					
Purchase Foreclosure Gift Trade or exchange	Merger, stock, or partnership acquisi	tion (Form BOE-100-B)			
Contract of sale. Date of contract:					
Sale/leaseback Creation of a lease Assignment of a lease	Termination of a lease. Date leas	se began:			
Original term in years (including written options):	Remaining term in years (inc	cluding written options):			
Other. Please explain:					
C. Only a partial interest in the property was transferred. YES NO	If YES, indicate the percentage tra	nsferred:%			
PART 3. PURCHASE PRICE AND TERMS OF SALE Che	ck and complete as applicable.				
A. Total purchase price		\$			
B. Cash down payment or value of trade or exchange excluding closing costs		Amount \$			
C. First deed of trust @% interest for years. Monthly payn	ent \$	Amount \$			
FHA (Discount Points)	Fixed rate Variable rate	· •			
Bank/Sayings & Loan/Credit Union Loan carried by seller					
Balloon payment \$ Due date:					
D. Second deed of trust @% interest for years. Monthly payre	ent \$	Amount \$			
Fixed rate Variable rate Bank/Savings & Loan/Credit Uni	on Loan carried by seller				
Balloon payment \$ Due date:					
E. Was an Improvement Bond or other public financing assumed by the buye	? TYES NO Outstanding	balance \$			
F. Amount, if any, of real estate commission fees paid by the buyer which are		\$			
G. The property was purchased: Through real estate broker. Broker name	•	ımber: ( )			
Direct from seller From a family member-Relationship					
Other. Please explain:					
H. Please explain any special terms, seller concessions, broker/agent fees wa	ved, financing, and any other informa	ation (e.g., buyer assumed the			
existing loan balance) that would assist the Assessor in the valuation of yo	ur property.				
PART 4. PROPERTY INFORMATION	Check and complete as applical	ble.			
A. Type of property transferred					
	Co-op/Own-your-own	Manufactured home			
	Condominium	Unimproved lot			
Other. Description: (i.e., timber, mineral, water rights, etc.)	imeshare	Commercial/Industrial			
B. YES NO Personal/business property, or incentives, provided by sell property are furniture, farm equipment, machinery, etc. Exa					
If YES, enter the value of the personal/business property:	Incentive	es \$			
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.	NO, enter decal number:				
D. YES NO The property produces rental or other income.					
If YES, the income is from: Lease/rent Contract Minera	rights Other:				
E. The condition of the property at the time of sale was:	Average Fair Po	oor			
Please describe:					
CERTIFICAT	ON				
I certify (or declare) that the foregoing and all information hereon, including a the best of my knowledge and belief.		uments, is true and correct to			
SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER	DATE	TELEPHONE			
NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRIN	) TITLE	EMAIL ADDRESS			
The Assessor's office may contact you for additional	information regarding this transaction	1.			

### ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filling. 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%)	(\$14,641)
Net Income	\$82,967
Restricted Capitalization Rate	
Interest Component	0.0375
Historical Property Risk Component	0.0200
Property Tax Component	0.0118
Amoritization Component	<u>0.0067</u>
Restricted Cap Rate	0.0760
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

BOARD OF SUPERVISORS
SAM FRANCISOO

NING DEPARTMENT

B

October 10, 2017

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

Reception: 415.558.6378

Fax: 415.558.6409

Planning Information: 415.558.6377

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

Ms. Angela Calvillo, Clerk

Re:

Transmittal of Planning Department Case Numbers: 2017-005434MLS; 2017-005884MLS; 2017-00599MLS; 2017-005396MLS; 2017-005880MLS; 2017-005887MLS; 2017-005419MLS; 2017-006300MLS

Eight Individual Mills Act Historical Property Contract Applications for the following addresses: 215 and 229 Haight Street (formerly 55 Laguna Street), 56 Potomac Street; 60-62 Carmelita Street; 101 Vallejo Street; 627 Waller Street; 940 Grove Street; 973 Market Street; 1338 Filbert Street

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

Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

On October 4, 2017 the San Francisco Historic Preservation Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Mills Act Historical Property Contract Applications. At the October 4, 2017 hearing, the Commission voted to approve the proposed Resolutions.

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

The Project Sponsors submitted the Mills Act applications on May 1, 2017. As detailed in the Mills Act application, the Project Sponsors have committed to Rehabilitation and Maintenance plans that will include both annual and cyclical scopes of work. The Mills Act Historical Property Contract will help the Project Sponsors mitigate these expenditures and will enable the Project Sponsors to maintain the properties in excellent condition in the future.

The Planning Department will administer an inspection program to monitor the provisions of the contract. This program will involve a yearly affidavit issued by the property owner verifying

# Transmittal Materials Mills Act Historical Property Contracts

compliance with the approved Maintenance and Rehabilitation plans as well as a cyclical 5-year site inspection.

The Mills Act Historical Property Contract is time sensitive. Contracts must be recorded with the Assessor-Recorder by December 30, 2017 to become effective in 2018. Your prompt attention to this matter is appreciated.

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

Sincerely,

Aaron D. Starr

Manager of Legislative Affairs

cc: Erica Major, Office of the Clerk of the Board

Andrea Ruiz-Esquide, City Attorney's Office

# Attachments:

Mills Act Contract Case Report, dated October 7, 2015

## 215 and 229 Haight Street (formerly 55 Laguna Street)

Historic Preservation Commission Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation & Maintenance Plans

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Mills Act Application

Historic Structure Report

### 56 Potomac Street

Historic Preservation Commission Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation & Maintenance Plans

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Mills Act Application

# 60-62 Carmelita Street

Historic Preservation Commission Resolution

**Draft Mills Act Historical Property Contract** 

Draft Rehabilitation & Maintenance Plans

Draft Mills Act Valuation provided by the Assessor-Recorder's Office

Mills Act Application

SAN FRANCISCO PLANNING DEPARTMENT i j

# Transmittal Materials Mills Act Historical Property Contracts

## 101 Vallejo Street

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

### 627 Waller Street

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

# 940 Grove Street

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

### 973 Market Street

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

# 1338 Filbert Street

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

File No. 171100

# FORM SFEC-126: NOTIFICATION OF CONTRACT APPROVAL

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

City Elective Officer Information (Please print clearly.)		
Name of City elective officer(s):		ve office(s) held:
Members, Board of Supervisors	Memb	ers, Board of Supervisors
	1	
Contractor Information (Please print clearly.)		
Name of contractor:		
Patrick Mooney & Stephen G. Tom, property owners	<u></u>	
Please list the names of (1) members of the contractor's board of dir financial officer and chief operating officer; (3) any person who has any subcontractor listed in the bid or contract; and (5) any political additional pages as necessary.	an ownersh	ip of 20 percent or more in the contractor; (4)
Patrick Mooney & Stephen G. Tom		
Contractor address: 62 Carmelita Street		
San Francisco, CA 94117		
Date that contract was approved:	Amount o	of contracts: \$11,382 (estimated property
(By the SF Board of Supervisors)	tax savin	gs)
Describe the nature of the contract that was approved: Mills Act Historical Property Contract		
· • • • • • • • • • • • • • • • • • • •		
Comments:		
This contract was approved by (check applicable):		
□the City elective officer(s) identified on this form		
$\overline{\Delta}$ a board on which the City elective officer(s) serves: San Fra	ncisco Boa	rd of Supervisors
	nt Name of Bo	
☐ the board of a state agency (Health Authority, Housing Autho	-	-
Board, Parking Authority, Redevelopment Agency Commission		
Development Authority) on which an appointee of the City elec	tive office	t(s) identified on this form sits
Print Name of Board		
Filer Information (Please print clearly.)		
Name of filer:		Contact telephone number: (415) 554-5184
Angela Calvillo, Clerk of the Board		
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, C	A 0/1102	E-mail: Board.of.Supervisors@sfgov.org
City Hall, Room 244, 1 Dr. Cariton B. Goodlett Fr., San Francisco, C	A 94102	Board.of.Supervisors@sigov.org
	,	
Signature of City Elective Officer (if submitted by City elective office	<u></u>	Date Signed
Dignature of City Elective Officer (II submitted by City elective office	1)	Date Signed
Signature of Board Secretary or Clerk (if submitted by Board Secretar	y or Clerk)	Date Signed