File	No.	171103

Committee Item No.	7	
Board Item No.		

COMMITTEE/BOARD OF SUPERVISORS

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Prepared by:	Dat	te:			

[Mills Act Historical Property Contract - 940 Grove Street]

Resolution approving an historical property contract between Smith-Hantas Family

Trust, the owners of 940 Grove 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. 171103, 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, 940 Grove Street is designated as a Contributor to the Alamo Square 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 Smith-Hantas Family Trust, the owners of 940 Grove 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 940 Grove 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. 171103 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 of the historical property contract in its Resolution No. 906, including approval of the Rehabilitation Program and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of the Board of Supervisors in File No 171103 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 Smith-Hantas Family Trust, the owners of 940 Grove Street, and the City and County of San Francisco is on file with the Clerk of the Board of Supervisors in File No. 171103 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 940 Grove Street; and

WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the owner of 940 Grove 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 940 Grove 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 the historical property contract between Smith-Hantas Family Trust, the owners of 940 Grove 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**

San Francisco. CA 94103-2479

Suite 400

1650 Mission St.

Reception: 415.558.6378

415.558.6409

Planning Information: 415.558.6377

Hearing Date:

October 4, 2017

Staff Contact:

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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

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

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:

Duboce Park Historic District Contributor

Zoning:

RTO (Residential Transit Oriented District)

Height and Bulk:

40-X

Block/Lot:
Applicant:

0864/012 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:

Contributor to the Alamo Square Historic District

Landmark 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

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

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. <u>56 Potomac Street</u>: 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 façade 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 5th and 6th 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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PLANNING DEPARTMENT

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

The subject property is currently valued by the Assessor's Office at over \$3,000,000 (see attached Market Analysis and Income Approach reports). The subject property qualifies for an exemption as it is designated as 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. <u>56 Potomac Street:</u> 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 facade.

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. <u>101 Vallejo 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 (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. 627 Waller Street: As detailed in the Mills Act application, the applicant proposes to rehabilitate and maintain the historic property. Staff determined that the proposed work, detailed in the attachments, is consistent with the Secretary of Interior's Standards for Rehabilitation 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. 940 Grove 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 (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.

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. 60-62 Carmelita: 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. 1338 Filbert Street: #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
 - 7. 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.

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

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

Mills Act Application and Historic Structure Report

Pre-Approval Inspection 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.:

2017-005887MLS

Project Address:

940 Grove Street

Landmark District:

 $Contributor\ to\ the\ Alamo\ Square\ Historic\ District$

Zoning:

RH-3 (Residential-House, Three Family)

Height and Bulk:

40-X 0798/058

Block/Lot: Applicant:

Smith-Hantas Family Trust

940 Grove Street

San Francisco, CA 94117

SITE PHOTO



AERIAL PHOTO



SUBJECT PROPERTY

Historic Preservation Commission Resolution No. 906

HEARING DATE OCTOBER 4, 2017

Case No.:

2017-005887MLS

Project Address:

940 Grove Street

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

Staff Contact:

Shannon Ferguson - (415) 575-9074

shannon.ferguson@sfgov.org

Reviewed By:

Tim Frye - (415) 575-6822

tim.frye@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 940 GROVE STREET:

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

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

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

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

WHEREAS, The existing building located at 940 Grove Street is listed under Article 10 of the San Francisco Planning Code Planning Code as a Contributor to the Alamo Square 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 940 Grove Street, which are located in Case Docket No. 2017-005887MLS. The Planning Department recommends approval of the Mills Act historical property contract, rehabilitation program, and maintenance plan; and

WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 940 Grove Street as an historical resource and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, At a duly noticed public hearing held on 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 940 Grove Street, which are located in Case Docket No. 2017-005887MLS.

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 940 Grove Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED That the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 940 Grove Street, and other pertinent materials in the case file 2017-005887MLS 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 940 GROVE 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 Smith-Hantas Family Trust ("Owners").

RECITALS

Owners are the owners of the property located at 940 Grove Street, in San Francisco, California (Block 0798, Lot 058). The building located at 940 Grove Street is designated as a Contributor to the Alamo Square 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 two hundred sixty seven thousand, four hundred dollars (\$267,400). (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 one thousand nine hundred eighty dollars (\$1,980.00) 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.

- 2. Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits 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.
- 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 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. <u>Default.</u> 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. 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 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.
- Charter Provisions. This Agreement is governed by and subject to the provisions of the 26. 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 AND COUNTY OF SAN FRANCISCO:

By:	(signature)	DATE:
By:(name	e), Assessor-Recorder	
By:(nam	(signature) ne), Director of Planning	DATE:
APPROVED AS TO FORM: DENNIS J. HERRERA CITY ATTORNEY		
By:(name), D	(signature) Deputy City Attorney	DATE:
OWNERS		
By:(name), C	(signature) Owner	DATE:
By:(name), C	(signature) Owner	DATE:
OWNER(S)' SIGNATURE(S) M ATTACH PUBLIC NOTARY FO		

Exhibit A: Rehabilitation/Restoration Plan

Rehabilitation Item #1: Seismic Improvements

Status: Completed

Contract Year Work Completion: 2015

Total Cost: \$628,197

Scope of Work:

A new reinforced concrete foundation was poured under the house, and four steel moment frames were installed that extend from below the new foundation up to the roof. Each steel column of the moment frame has tie beams that tie across all the house's floors and connect to the historic wood framing. The house now meets current seismic code requirements, and will be better protected in the case of a seismic event.

All work within this scope was completed in accordance with *Preservation Brief 41: The Seismic Rehabilitation of Historic Buildings,* issued by the National Park Service.

Rehabilitation Item #2: Entrance Portico Rehabilitation

Status: Completed

Contract Year Work Completion: 2015

Total Cost: \$40,000

Scope of Work:

The historic marble steps leading to the portico landing were repaired, and cracks were filled to match the surrounding stone. The historic encaustic tile at the entry landing was retained where possible and replaced in kind with new encaustic tile matching the historic in instances where the historic tile was too deteriorated to be repaired.

Dry rot at wooden elements of the entry portico was addressed. The historic carved-wood front door was restored, including replacing rotten rails and restoring raised panels.

All work within this scope was completed in accordance with *Preservation Brief* 45: *Preserving Historic Wood Porches* and *Preservation Brief* 40: *Preserving Historic Ceramic Tile Floors*, both issued by the National Park Service.

Rehabilitation Item #3: Exterior Wood Siding Rehabilitation and Repainting

Status: Completed

Contract Year Work Completion: 2015

Total Cost: \$168,558

Scope of Work:

Areas of the wood siding that were missing or severely deteriorated were replaced in kind. The stringcourses on the west elevation were continued onto the north elevation and terminated with a stepped miter. Historic decorative carved-wood facade elements were repaired and retained.

Once the siding and decorative elements on all elevations were repaired, these elements were painted with a primer coat and new exterior paint to protect them from weathering.

All work within this scope was completed in accordance with *Preservation Brief 10:* Exterior Paint Problems on Historic Woodwork and Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings, issued by the National Park Service.

Rehabilitation Item #4: Retaining Wall Rehabilitation

Status: Completed

Contract Year Work Completion: 2015

Total Cost: \$30,091

Scope of Work:

Non-historic concrete ramp running from the southwest corner of the lot to the main south entrance was removed and the concrete wall was patched with new concrete to match the historic concrete. Cracks were patched inkind, and the entire wall was repainted.

All work within this scope was completed in accordance with *Preservation Brief* 15: *Preservation of Historic Concrete*, issued by the National Park Service.

Rehabilitation Item #5: Exterior Repainting

Status: Proposed

Contract Year Work Completion: 2017

Total Cost: \$105,000

Scope of Work:

Exterior paint has already begun to fail, and will need to be addressed to prevent damage to the building's historic wood siding and trim.

Before repainting begins, loose paint should be removed to allow for proper adhesion of the new finish. Once the paint is removed down to a sound base layer, the remaining paint surface should be prepared for the application of an appropriate paint system as per the manufacturer's recommendations. The type of paint used should be compatible with what already exists on the building.

All work within this scope shall be completed in accordance with *Preservation Brief* 10: Exterior Paint Problems on Historic Woodwork and Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings, issued by the National Park Service.

Rehabilitation Item #6: Historic Concrete Retaining Wall and Steps

Status: Proposed

Contract Year Work Completion: 2027

Total Cost: \$5,400

Scope of Work:

The concrete retaining wall along the Grove Street lot line exhibits some limited cracking and displacement. Portions of the concrete entrance stairs at the Grove Street facade are cracking or worn. These areas should be monitored for further deterioration, and should be repaired if cracks increase in size.

When repairs occur, the historic concrete retaining wall and concrete stairs should be patched and repaired with a concrete repair mortar matching the texture and composition of the existing concrete. The newly repaired concrete at the retaining wall should be repainted throughout with a breathable coating suitable for use on historic concrete.

All work within this scope shall be completed in accordance with *Preservation Brief* 15: *Preservation of Historic Concrete*, issued by the National Park Service.

Rehabilitation Item #7: Repainting of Exterior

Contract Year Work Completion: 2027

Total Cost: \$105,000

Scope of Work:

Repaint exterior. Before repainting begins, loose paint should be removed to allow for proper adhesion of the new finish. Once the paint is removed down to a sound base layer, the remaining paint surface should be prepared for the application of an appropriate paint system as per the manufacturer's recommendations. The type of paint used should be compatible with what already exists on the building.

All work within this scope shall be completed in accordance with *Preservation Brief* 10: Exterior Paint Problems on Historic Woodwork and Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings, issued by the National Park Service.

Rehabilitation Item #8: Roof Replacement

Contract Year Work Completion: 2047

Total Cost: \$52,000

Scope of Work:

Replace waterproofing membrane and asphalt shingles.

Installation of a new roof will avoid altering, removing or obscuring character-defining features of the building's roof, such as finials and carved fascia boards.

All work within this scope shall be completed in accordance with *Preservation Brief* 4: *Roofing for Historic Buildings,* issued by the National Park Service.

Exhibit B: Maintenance Plan

Maintenance Item #9: Inspection of Exterior Paint

Status: Proposed

Contract Year Work Completion: Annual inspection, localized repair as needed

Total Cost: \$900

Scope of Work:

An inspection of the condition of the exterior paint should occur annually to address intermittent paint failure and related damage to the building's historic wood siding and trim. This may include paint touchups of portions of the wall, boards, or decorative carved-wood elements as needed.

Before repainting begins, loose paint should be removed to allow for proper adhesion of the new finish. Once the paint is removed down to a sound base layer, the remaining paint surface should be prepared for the application of an appropriate paint system as per the manufacturer's recommendations. The type of paint used should be compatible with what already exists on the building.

All work within this scope shall be completed in accordance with *Preservation Brief* 10: Exterior Paint Problems on Historic Woodwork and Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings, issued by the National Park Service.

Maintenance Item #10: Inspection of Windows & Doors

Status: Proposed

Contract Year Work Completion: Annual inspection, with maintenance, repairs and/or replacement as needed

Total Cost: \$540 inspection, \$176,000 rehabilitation costs over time

Scope of Work:

Inspection

All wood windows and doors should be examined annually to ensure operability. As necessary, wood windows should be scraped, primed, and painted, with new perimeter joint caulking.

Repairs, as needed

The deteriorated historic wood windows and non-historic replacement aluminum windows at 940 Grove Street were replaced with new wood windows matching the historic windows in 2014. The historic paired wood entrance doors were rehabilitated in 2015. The newer wood windows should undergo basic maintenance to ensure operability at approximately every 10 years after their initial installation, and the historic wood doors will likely require repairs approximately every 10 years, or as needed, as well.

All window rollers and tracks shall be repaired/replaced as necessary. All window seals and weather stripping shall be replaced. As necessary, wood windows should be scraped, primed, and painted, with new perimeter joint caulking. If wood window assemblies are determined to be so deteriorated that rehabilitation is not feasible, replacement in-kind is acceptable. New window units should match original in operation, size, hardware, and finish. The historic wood entrance doors should be repaired rather than replaced, and as much of their historic fabric as possible should be retained in the repair process.

All work within this scope shall be completed in accordance with *Preservation Brief* 9: The Repair of Historic Wood Windows, issued by the National Park Service. In the event that windows are replaced, the work shall be completed in accordance with Window Replacement Standards, issued by the San Francisco Planning Department.

Maintenance Item #11: Inspection of Site Grading and Drainage

Status: Proposed

Contract Year Work Completion: Annual inspection, with maintenance, repairs and/or replacement as needed

Total Cost: \$540 inspection, \$95,000 rehabilitation costs over time

Scope of Work:

Inspection

940 Grove Street's landscaping was overhauled in 2015, and is currently well maintained. There are no apparent site conditions that could lead to moisture damage at the base of the building. The building's drainage systems should be observed immediately after major storms, as this will give the clearest indication of any issues in the systems. Gutters and leaders should be cleared every six months or after any major weather event. Every year, site grading and drainage conditions should be inspected to ensure that water is draining away from the building. The base of the building should be inspected for signs of moisture damage or animal infestation, and to ensure that there is at least six inches of clearance between soil and the wood siding. See Maintenance Item #9 for additional guidance on site maintenance.

Repairs, as needed

940 Grove Street's landscaping was overhauled in 2015, and is currently well maintained. The site grading/sloping will likely need some level of repair or replacement within the next 10 years, to avoid water-related damage to the historic building. As the landscaping becomes more sloped, it may need to be reworked over time.

Gutter and leader seams should be checked for proper seal and hangers checked for proper attachment. Any alterations to the site landscaping should ensure that there is at least six inches of clearance between soil and the wood siding.

All work within this scope shall be completed in accordance with *Preservation Brief* 39: Holding the Line, Controlling Unwanted Moisture in Historic Buildings and *Preservation Brief* 47: Maintaining the Exterior of Small and Medium Size Historic

Maintenance Item #12: Inspection of Exterior Wood Facades

Status: Proposed

Contract Year Work Completion: Every 5 years

Total Cost: \$720

Scope of Work:

The wooden siding and decorative carved-wood elements found on the exterior elevations of 940 Grove Street should be inspected every 5 years.

Any elements that are determined to be damaged or deteriorated beyond repair will need to be replaced in kind with new wood elements to match the historic elements and painted.

Damaged siding and trim boards should be removed and replaced in kind with high-quality wood siding and trim. Composite materials should be avoided since they inherently have either a highly smooth finish or a very artificial, repetitive grain that will be incompatible with the existing materials. The alteration, removal, or obscuring of any character-defining features of the building will be avoided. Any elements that are determined to be damaged or deteriorated beyond repair will be replaced in kind with new wood elements to match the historic elements.

All work within this scope shall be completed in accordance with *Preservation Brief* 47: *Maintaining the Exterior of Small and Medium Size Historic Buildings,* issued by the National Park Service.

Maintenance Item #13: Inspection of Roof

Status: Proposed

Contract Year Work Completion: Every 5 years, or as needed based on reported leaks

Total Cost: \$900

Scope of Work:

The roof should be inspected by a licensed roofing contractor every 5 years, or sooner if leaks are detected.

Work shall include looking for tears and depressions on the roof surface, evidence of water infiltration at the flashing or parapet, or reported leaks. Any repairs to the roof must be completed in accordance with the roofing system warranty. See Maintenance Item #10 for guidance on maintaining the roof.



Office of the Assessor / Recorder - City and County of San Francisco 2017 Mills Act Valuation



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

APN:

0798 058

Lien Date:

7/1/2017

Address:

940 Grove Street

Application Date:

4/26/2017

SF Landmark No.:

N/A

Valuation Date:

7/1/2017

Applicant's Name:

Smith-Hantas Family Trust

Valuation Term:

12 Months

Agt./Tax Rep./Atty:

None

Last Sale Date:

2/1/2013

Fee Appraisal Provided:

No

Last Sale Price:

\$3,000,000

FACTORED BASE Y	EAR (Roll) VALUE	INCOME CAPITALIZA	ATION APPROACH	SALES COMPARIS	ON APPROACH
Land	\$2,546,496	Land	\$1,050,000	Land	\$3,279,000
Imps.	\$2,090,524	Imps.	\$700,000	Imps.	\$2,186,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
Total	\$4,637,020	Total	\$1,750,000	Total	\$5,465,000

Property Description

Property Type:

SFR

Year Built:

1895

Neighborhood:

Alamo Square

Type of Use:

SFR

(Total) Rentable Area:

9812

Land Area:

7,063

Owner-Occupied:

Yes

Stories:

3

Zoning:

RH-3

Unit Type:

Residential

Parking Spaces:

2 Car Garage

Special Conditions (Where Applicable)

	Per SF		Total
Factored Base Year Roll	\$	473	\$ 4,637,020
Income Approach - Direct Capitalization	9	178	\$ 1,750,000
Sales Comparison Approach	\$	5557	\$ 5,465,000
Recommended Value Estimate	\$	178	\$ 1,750,000

Appraiser:

Bryan Bibby

Principal Appraiser: Greg Wong

Date of Report:

7/27/2017

SUBJECT PHOTOGRAPHS AND LOCATOR MAP
Address: 940 Grove Street 0798 058 Old Listing History Interior Photo Old Listing History Interior Photo Stained Glass Window FILLMORE @Painted Ladies Fell St

Subject

INCOME APPROACH

Address: 940 Grove Street

Lien Date: 7/1/2017

	Monthly Rent		Annualized	
Potential Gross Income*	\$17,000	x	12	\$204,000
Less: Vacancy & Collection Loss	*		3%	(\$6,120)
Effective Gross Income				\$197,880
Less: Anticipated Operating Expenses	(Pre-Property Tax)**	15%	(\$29,682)
Net Operating Income (Pre-Property Tax))			\$168,198
Restricted Capitalization Rate 2017 interest rate per State Board of Equalist Risk rate (4% owner occupied / 2% all oth 2016 property tax rate *** Amortization rate for improvements only Remaining economic life (Years) Improvements constitute % of total pro-	ner property types)	0.0167 4 <u>0%</u>	3.7500% 4.0000% 1.1792% <u>0.6667%</u>	9.5959%
RESTRICTED VALUE ESTIMATE				\$1,752,817
ROUNDED TO				\$1,750,000

Notes:

- Potential Gross Income based on rental comps selected on the next page. The projected rent amount was slightly weighted more on Rental Comp #2 due to its similar locational attributes including its location next to a neighborhood park as well as Comp #2's dwelling features of four levels of living area with elevator service. Rental Comps #1, 3, 4 & 5 bracket the rental amount conclusion.
- ** Annual operating expenses include water service, refuse collection, insurance, and regular
- *** The 2017 property tax rate will be determined in September, 2017.

Rent Comparables

Address:

SF:

940 Grove Street

Lien Date:

7/1/2017

Rental Comp #1



Mazal55Properties

24th Street

4,100

\$5,37

\$64.39

52 Homestead Street

SFR:12/5/5,5, 2 car parking \$22,000

Listing Agent: Address: Cross Streets: Layout: Monthly Rent Rent/Foot/Mo Annual Rent/Foot:



Summit Real Estate Group, Inc. 109 Alpine Terrace **Duboce Street** 3,400 SFR: 11/4/5, 2 car parking \$17,950 \$5.28 \$63,35

Rental Comp #2

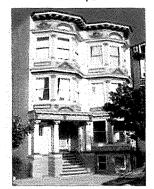
Rental Comp #3

Zillow Rental Network 66 Rondel Place 17th Street 2,662 SFR 10/3/4, 1 car parking \$16,000 \$6.01 \$72.13



Mazal55Properties 365 Douglass Street 20th Street 4,056 SFR:11/4/3.5, 1 car parking \$15,000 \$3.70 \$44.38

Rental Comp #5



Listing Agent: Address: **Cross Streets:** SF:

Layout:

Bill Harkins Brokerage 969 Dolores Street 23rd Street 3,700

Combined Flats:14/11/4.5,no car parking

SINGLE FAMILY MARKET ANALYSIS

	Subject-A	Sale		Sale 2		Sale 3		
APN	0798 058	0839 017		2609 0	2609 043		3622 018	
				HH H	no ÷			
Address	940 Grove Street	294 Page	Street	17 Buena Vist	a Terrace	3816 22nd	Street	
Sajes Price		\$4,900,		\$4,700,0		\$5,325,0		
Sale Price / Square Foot		\$70		\$759		\$821		
	Description	Description	Adjust.	Description	Adjust.	Description	Adjust.	
Date of Valuation/Sale	07/01/17	06/02/17		4/25/2017		5/12//2017		
Neighborhood	Alamo Square	Hayes Valley		Buena Vista/Ashbury Heights		Eureka Valley/Dolores Heights		
Proximity to Subject	<u>-</u> : 1 44.1	Within Ressonable Proximity	1.00	Within Resourable Proximity		Within Reasonable Proximity		
Land Area	7,063	3,300	113,000	3,998	92,000	2,848	126,000	
View Type	City Lights	City Lights		City Lights/Bay	(\$141,000)	City Lights/Bay	(\$160,000)	
Year Built	1895	1885		1907		1909		
Condition Type	Good/Updates	Good/Updates		Good	\$141,000	Good/Updates		
Traffic	Typical Street	Typical Street		Typical Street		Typical Street		
Building Area	7,985	6,950	311,000	6,190	539,000	6,488	449,000	
Total Number of Rooms	16	15		13	<u> </u>	15		
Bedroom Count	8	4		5	The State	4		
Bath Count	8.0	3.5	\$90,000	4.0	\$80,000	5	\$60,000	
Number of Stolres	3	3	e i sanayanan	3		3	4 - 44 	
Parking Type/Count	2 Car Garage	4 Car Garage	(\$100,000)	2 Car Garage		2 Car Garage		
Bonus Living Area	Basement Level Living Area/1827 st.	Included in Living Area	\$150,000	In-Law Apartment	Offset	Enclosed & Auxiliary Bonus Area	Offset	
Other Amenities	Roof Deck/Elevator	Roof Deck/Dumb Waiter		Decks	\$50,000	Decks/Elevator		
Net Adjustments		The second se	\$564,000	<u> </u>	\$761,000		\$475,000	
Indicated Value	\$5,465,000		\$5,464,000		\$5,461,000		\$5,800,000	
Adjust, \$ Per Sq. Ft.	\$5,465,000		\$684		\$684		\$5,800,000 \$726	

Sale 1-B

REMARKS:

Adjust. \$ Per Sq. Ft.

Value Range:

The subject's property features were based on assessor records, listing data & recent building plans/permits from DBI. The subject use has been changed from a school building to a SFR. The original parcel was divided into smaller lots & Lot #58 included the improvements. The subject's main floors were reported on the Building Area line item. Basement level was listed on the Bonus Living Area in the grid above. Total living area equated to 9,812 square feet.

VALUE CONCLUSION:

\$5,465,000

\$684

Adjustments are made to the comparables. (Rounded to the nearest \$1,000.)

\$5,461,000

*Lot Area adj. based on per square foot of

\$ 30

*GLA adjustment based on per square foot of

\$ 300

\$5,800,000

*Bathroom variance adjustment based on

. 20,000 per bath variance.

*Garage parking space adjustment based on

50,000 per space variance.

Other types of adjustments as noted below:

The land area and living area adj, were minimized due to the subject's large lot size and large building size since it was originally built as a school building and now has recently been converted to a SFR. The lot area had been previously split into smaller parcels leaving the parcel that remains as surplus land.

Bathroom adj. was minimized due to the subject's multitude of bathrooms that was concluded to be an over-improvement for the subject's market area.

Comps #2 and 3 features superior panoramic bay views compared to the City Lights view of the subject. Adj. at 3% of the sales price.

Comp #2 warranted an adj. for no DBI permits noted for updates to the kitchen/baths. Adj. at 3% of the sales price.

\$

Comp #1 was historically used as law offices. Comp #3 was originally purposed as a fire house station that was converted into a SFR.

Although all of the comps were considered in the value conclusion, Comp #1 was weighted more than Comps #2 & 3 due to Comp #1's recent sale to the subject's valuation date, its similar overall buyer appeal to the subject's property and its competing neighborhood location to the subject's neighborhood. Comps #2 and 3 bracket the subject's FMV conclusion.

MARKET VALUE	*	ASSESSED VALUE	
LAND	\$3,279,000	LAND	\$2,546,496
IMPROVEMENTS	\$2,186,000	IMPROVEMENTS	\$2,090,524
TOTAL	\$5,465,000	TOTAL	\$4,637,020
Market Value / Foot	\$684	Assessed Value / Foot	\$581



PRE-APPROVAL INSPECTION REPORT

Report Date:

May 25, 2017

Inspection Date:

May 25, 2017

Case No.:

2017-005887MLS

Project Address:

940 Grove Street

Zoning:

RH-3 (Residential-House, Three Family)

Height &Bulk:

40-X

Block/Lot:

0798/058

Eligibility

Contributor to the Alamo Square Historic District

Property Owner:

Smith-Hantas Family Trust

Contact:

Kat Hantas, kathantas@hotmail.com, 323-422-1508

Primary Address:

940 Grove Street

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

5/19/17: email property owner and historic preservation consultant to schedule site inspection

5/24/2017: Email confirming site visit for 5/25 at 2:00pm.

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 25, 2017

Case Number 2017-005887MLS 940 Grove Street

INSPECTION OVERVIEW

☐ Yes

□ No

Date and time of inspection: May 25, 3:00pm

Parties present: Kat Hantas (Property Owner), Mike Garavaglia and Allison Garcia Kellar (Garavaglia Architecture), Shannon Ferguson and Rebecca Salgado (SF Planning) ☑ Provide applicant with business cards ☑ Inform applicant of contract cancellation policy ☑ Inform applicant of monitoring process Inspect property. If multi-family or commercial building, inspection included a: ☑ Thorough sample of units/spaces ☐ Representative □ Limited ☑ Review any recently completed and in progress work to confirm compliance with Contract. ☑ Review areas of proposed work to ensure compliance with Contract. ☑ Review proposed maintenance work to ensure compliance with Contract. ☐ Identify and photograph any existing, non-compliant features to be returned to original condition during contract period. n/a **☑** Yes □ No Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted: ☑ Yes □ No Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: ☑ Yes □ No Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted:

Conditions for approval? If yes, see below.

Mills Act Pre-Approval Inspection Report May 25, 2017

Case Number 2017-005887MLS 940 Grove Street

NOTES AND RECOMMENDATIONS

Please number all scopes of work (rehab and maintenance) consecutively. Rehab scope 4: is metal fence historic?

Was rehab work on windows and roof completed prior to 2015?

May suggest combining maintenance scopes 1 and 7.

May suggest combining maintenance scopes 3 and 9.

Need contractor's estimates.

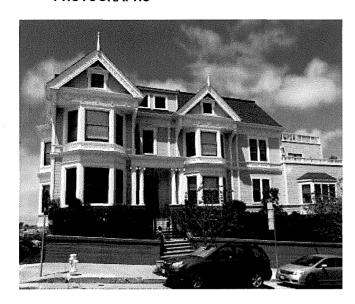
CONDITIONS FOR APPROVAL

None

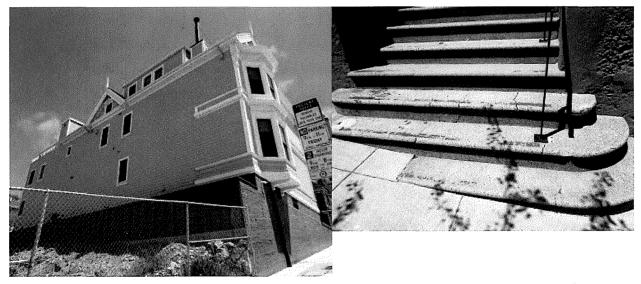
Mills Act Pre-Approval Inspection Report May 25, 2017

Case Number 2017-005887MLS 940 Grove Street

PHOTOGRAPHS

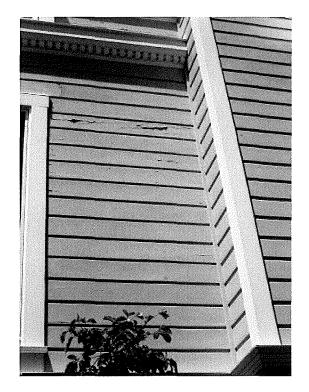






Mills Act Pre-Approval Inspection Report May 25, 2017

Case Number 2017-005887MLS 940 Grove Street









APPLICATION FOR MILLS Act Historical Property Contract

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

	TELEPHONE:			
JONATHAN QUINCY SMITH, CO-TRUSTEE SMITH-HANT	TAS FAMILY TRUST	(323) 422 1508		
PROPERTY OWNER 1 ADDRESS:		EMAIL:		
940 GROVE STREET, SAN FRANCISO, CA 94117	anna ann an t-ann an	kathantas@hotmail.o	om	***************************************
PROPERTY OWNER 2 NAME:	Total Control	TELEPHONE:		
EKATERINI G. HANTAS, CO-TRUSTEE SMITH-HANTAS	FAMILY TRUST	(323)422 1508		
PROPERTY OWNER 2 ADDRESS:		EMAIL		
940 GROVE STREET, SAN FRANCISO, CA 94117	kathantas@hotmail.c	om		
PROPERTY OWNER 3 NAME:		TELEPHONE:		
		()		
PROPERTY OWNER 3 ADDRESS:	10.044	EMAIL		
2. Subject Property Information				
PROPERTY ADDRESS:			ZIP CODE:	
940 GROVE STREET, SAN FRANCISO, CA			94117	
PROPERTY PURCHASE DATE:	ASSESSOR	I BLOCK/LOT(S):		
FEBRUARY 2013	BLOCK 0798 LOT 058			1. Y
MOST RECENT ASSESSED VALUE:	ZONING DISTRICT:		-	
\$4,363,347	RH-3		ou monardormous en autorior est a som take usa à	*******************************
Are taxes on all property owned within the City an	d County of San Fra	ncisco paid to date?	YES 🔀	ио [
Is the entire property owner-occupied? If No, please provide an approximate square foot income (non-owner-occupied areas) on a separate Do you own other property in the City and County	te sheet of paper. y of San Francisco?		YES 🛛	
If No, please provide an approximate square foot income (non-owner-occupied areas) on a separat	te sheet of paper. y of San Francisco?		_	
If No, please provide an approximate square foot income (non-owner-occupied areas) on a separate Do you own other property in the City and County If Yes, please list the addresses for all other property.	te sheet of paper. y of San Francisco? erty owned within the the property from th ng Inspection?	e City of San e San Francisco	_	NO [2
If No, please provide an approximate square foot income (non-owner-occupied areas) on a separate Do you own other property in the City and County If Yes, please list the addresses for all other property in the City and County If Yes, please list the addresses for all other property in the City and County If Yes, please list the addresses for all other property. Are there any outstanding enforcement cases on Planning Department or the Department of Building Yes, all outstanding enforcement cases must be	te sheet of paper. y of San Francisco? erty owned within the the property from th ng Inspection? e abated and closed cribed above and her on provided in this ap	e City of San e San Francisco for eligibility for eby apply for an histor oplication is true and o	YES YES ical proper orrect. I fur Contract.	NO [2 NO [2
If No, please provide an approximate square foot income (non-owner-occupied areas) on a separate Do you own other property in the City and County If Yes, please list the addresses for all other property in the City and County If Yes, please list the addresses for all other property. Are there any outstanding enforcement cases on Planning Department or the Department of Building If Yes, all outstanding enforcement cases must be the Mills Act. If we am/are the present owner(s) of the property descentract. By signing below, I affirm that all information was and affirm that false information will be subject.	te sheet of paper. y of San Francisco? erty owned within the the property from th ng Inspection? e abated and closed cribed above and her on provided in this ap	e City of San e San Francisco for eligibility for eby apply for an histor oplication is true and ocation of the Mills Act Date:	YES YES ical proper orrect. I fur Contract.	NO [2 NO [2 ty ther

Smith-Hantas Family Trust 940 Grove St, San Francisco, CA 94117

Mills Act Application Attachment to Part 3 Property Value Eligibility

Although 940 Grove Street is valued at more than \$3,000,000, the property meets both of the criteria for exemption from the property tax valuation as established by the San Francisco Planning Department. Garavaglia Architecture, Inc., a qualified historic preservation consultant, has prepared the enclosed Historic Structure Report (HSR) in support of this exemption.

940 Grove Street is an exceptional example of the Queen Anne style, and is the work of master architect Albert Pissis of the firm Pissis and Moore. The building has also been determined to be significant for its association with artist and educator Giacomo Patri, who owned the building and used it as an art school, the Patri School of Art Fundamentals, from 1956–1966.

The property tax savings from the Mills Act contract will enable the property owners to further preserve and rehabilitate this historic building, which would otherwise be in danger of demolition, deterioration, or abandonment.

3. Property Value Eligibility: Choose one of the following options: The property is a Residential Building valued at less than \$3,000,000. YES □ NO 🗵 The property is a Commercial/Industrial Building valued at less than \$5,000,000. YES □ NO □ *If the property value exceeds these options, please complete the following: Application of Exemption. Application for Exemption from Property Tax Valuation If answered "no" to either question above please explain on a separate sheet of paper, how the property meets the following two criteria and why it should be exempt from the property tax valuations. 1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history; or 2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair. (A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to meet this requirement.) 4. Property Tax Bill All property owners are required to attach a copy of their recent property tax bill. PROPERTY OWNER NAMES: SMITH-HANTAS FAMILY TRUST JONATHAN QUINCY SMITH AND EKATERINI G. HANTAS, CO-TRUSTEES MOST RECENT ASSESSED PROPERTY V \$4,363,347 PROPERTY ADDRESS 940 GROVE STREET, SAN FRANCISO, CA 5. Other Information All property owners are required to attach a copy of all other information as outlined in the checklist on page 7 of this application. By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate. Owner Signatur

Date:

Owner Signature: Owner Signature:

A 10 Year Rehabilitation, performed on the subject	ailing work to be	YES 🗵	МО □		
A 10 Year Maintenance F the subject property	'lan has been submitt	ed detailing work to	o be performed on	YES ⊠	ио □
Proposed work will mee Historic Properties and/or		 Control of the Control of the Control	r the Treatment of	YES 🛛	NO 🗆
Property owner will ensi finance the preservation,	作うしたんさん 経済を改訂する きゃくしん フレイレーシャ			YES 🔀	МО□
apply to your property. Begi work you propose to comple all scopes of work in order of Please note that all applicable components of the proposed Zoning Administrator, or an Mills Act Historical Propert part of the Mills Act Historical	ete within the next ten of priority. Codes and Guidelines at I Plan require approva ny other government b ty Contract. This plan	years, followed by y pply to all work, include Is by the Historic Pre ody, these approvals	our proposed maintenang the Planning Code servation Commission, must be secured prior	nce work. Ar and Building Planning Co to applying	ranging g Code. If mmissior for a
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	REHABILITATIO	RENCE EXHIBIT A ON PLAN PREPARED B RCHITECTURE, INC			

5. Rehabilitation/Restoration & Maintenance Plan

Draft Rehabilitation/Restoration/Maintenance Plan (Continued)

F(Provide a scope number)	BUILDING F	EATURE:		
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TOTAL COST (rounded to nearest dollar):				
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				A Company of the Comp
				CONTRACTOR STATES

6. Draft Mills Act Historical Property Agreement

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

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

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

	Califor	rnia Mills Act Histori	cal Property Agreer	nent
	1925 - 1935 - 1935 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935 - 1935	PROPERTY NAME (IF ANY)		
		940 GROVE ST, SAN FRAN PROPERTY ADDRESS	CISCO, CA 94117	
			a California	
		San Francisco	o, Gaillomia	
THIS AGREEMENT is ("City") and SMITH-HAN SMITH AND	entered into by and TAS FAMILY TRUST; JOH EKATERINI G. HANTAS,	d between the City and C NATHAN QUINCY CO-TRUSTEES ("C	County of San Francisco Owner/s").	, a California municipal corporation
		RECIT	ALS	
Owners are the owner	s of the property loc	cated at 940 GROVE ST, 5	SAN FRANCISCO, CA 94117 PROPERTY ADDRESS	7, in San Francisco, California
0798	/ 058	The building	g located at 940 GROVE S	ST, SAN FRANCISCO, CA 94117
BLOCK NUMBER	LOT NUMBER			PROPERTY ADDRESS
is designated as ALAN	MO SQUARE HISTORIC	CAL DISTRICT	(e.e	. "a City Landmark pursuant to Artic
10 of the Planning Cod		wn as the NOT APPLICA		
calls for the rehabilitat	ion and restoration	of the Historic Property DRED SEVENTY-ONE THOUSAND	according to establishe	ic Property. Owners' application d preservation standards, which it 5.00). See Rehabilitation Plan,
Owners' application of which is estimated will annually. See Mainten	ll cost approximately	Y FIVE HUNDRED SIXTY-EIGHT TH	perty according to establ IOUSAND SIX HUNDRED FORTY (9 NORD FORMAT	lished preservation standards, § 568,640.00 AMOUNT IN NUMERICAL FORMAT
Revenue & Taxation C property owners to po properties. The City he participate in the Mills Owners desire to enter mitigate its anticipated	ode, Article 1.9 [Sec stentially reduce the as adopted enabling s Act program. r into a Mills Act Ag I expenditures to res	tion 439 et seq.) authori ir property taxes in retu ; legislation, San Francis ;reement (also referred t store and maintain the I	zing local governments or for improvement to a co Administrative Code to as a "Historic Property. The C	s 50280-50290, and California to enter into agreements with and maintenance of historic Chapter 71, authorizing it to y Agreement") with the City to help ity is willing to enter into such the Historic Property in excellent
 In the control of the tracking 	n consideration of t	he mutual obligations, c	ovenants, and condition	ns contained herein, the parties
hereto do agree as foll	ows:			

Mills Act Application

1. Application of Mills Act.

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

2. Rehabilitation of the Historic Property.

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

3. Maintenance.

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

4. Damage.

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

5. Insurance.

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

6. Inspections.

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

7. Term.

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

8. Valuation.

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

9. Termination.

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

10. Notice of Nonrenewal.

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

11. Payment of Fees.

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

12. Default.

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

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

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

13. Cancellation.

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

14. Cancellation Fee.

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

15. Enforcement of Agreement.

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

16. Indemnification.

The Owners shall indennify, 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.

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 product.

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

CARMEN CHU ASSESSOR-RECORDER CITY & COUNTY OF SAN FRANCISCO	Date	JOHN RAHAIM DIRECTOR OF PLANNING CITY & COUNTY OF SAN FRANCISCO	Date
APPROVED AS PER FORM: DENNIS HERRERA CITY ATTORNEY		Signature	 Date
CITY & COUNTY OF SAN FRANCISCO		Print name DEPUTY CITY ATTORNEY	Andrew Company
J. Chan Duns	4.26.17		4.26.D
Signature	Date	Signature	Date
JONATHAN QUINCY SMITH Print name OWNER		EKATERINI G. HANTAS Print name	

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.)

ACKNOWLEDGMENT

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

of Marie The Burney of the Marie		(inser	t name and tit	le of the officer)	
On APRIL 26, 2017	before me,	ADRIANA	M. TORRES,	NOTARY PUBLIC	

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

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

WITNESS my hand and official seal.

State of California

County of SAN FRANCISCO

ADRIAMA M. TORRES
Commission # 2110276
Motary Public - California
San Francisco County
My Comm. Expires May 7, 2019

Signature Quesan M. James (Seal)

7. Notary Acknowledgment Form

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

State of California		
County of:		
On:	before me,	OF THE OFFICER
NOTARY PUBLIC personally appeared	1: NAME(S) OF SIGNER(S)	
the within instrument and acknowledg	ed to me that he/she/they signature(s) on the instrur	e person(s) who name(s) is/are subscribed to executed the same in his/her/their authorized nent the person(s), or the entity upon behalf
I certify under PENALTY OF PERJURY true and correct.	under the laws of the Stat	e of California that the foregoing paragraph is
WITNESS my hand and official seal.		
SIGNATURE		
PLEASE SEE ATTAC	THED CERTIFIUT	(PLACE NOTARY SEAL ABOVE)

EF-502-A-R12-0513-38002084-1 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

OWNER					
NAME AND MAILING ADDRESS OF BOTERTRANSFEREE (Make necessary corrections to the printed name and mailing address)		ASSESSOR'S PARCEL NUMBER	35 A 10 A	e statistica	
Γ	٦	079 800 580			
SMITH-HANTAS FAMILY TRUST JONATHAN QUINCY SMITH, TTEE		SELLER/TRANSFEROR			
EKATERINI G HANTAS, TTEE		DWNER— - DUYERS DAYTIME TELEPHONE NUMBEI	3		
940 GROVE ST		(323) 422-1508			
SAN FRANCISCO, CA 94117		BUYER'S EMAIL ADDRESS			
L	L	kathantas@hotmail.com			
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY	(Marian)				
940 GROVE STREET, SAN FRANCISCO, CA 94117 MAIL PROPERTY TAX INFORMATION TO (NAME)				1 34/1	
JONATHAN QUINCY SMITH					
ADDRESS	CIT	Y		STATE	ZIP CODE
PO BOX 1707	L	OS ALTOS		CA	94023
YES NO This property is intended as my principal residence. or intended occupancy.	. If YES, pleas	e indicate the date of occupancy	мо 02	DAY 01	YEAR 2013
PART 1. TRANSFER INFORMATION Please comp	lete all sta	ements.			
This section contains possible exclusions from reassess	sment for ce	tain types of transfers.			
YES NO		현 사진 및 발생 호텔 (10 등 발표로 10 일 - 12)			eliana en en en
A. This transfer is solely between spouses (addition or					effections accompanies to
B. This transfer is solely between domestic partners on a partner, death of a partner, termination settlement		ered with the California Secretary	of Sta	te (ad	dition or removal of
□ □ + C. This is a transfer: □ between parent(s) and child		rom grandparent(s) to grandchild	(ren)		
D*D. This transfer is the result of a cotenant's death. Date	` . Ш	ion granoparentio) to grandoma	(iCity.		
This transaction is to replace a principal residence to		55 years of age or older.			
Within the same county? YES NO		rivaikuri .			
F. This transaction is to replace a principal residence by section 69.5. Within the same county?	y a person wi	no is severely disabled as defined	by Rev	renue	and Taxation Code
G. This transaction is only a correction of the name(s) of lf YES, please explain:	f the person(s) holding title to the property (e.g.,	a name	chan	ge upon marriage).
H. The recorded document creates, terminates, or reco	onveys a len	der's interest in the property.			
l. This transaction is recorded only as a requirement (e.g., cosigner). If YES, please explain:	for financing	purposes or to create, terminate,	or rec	onvey	a security interest
☐ ☐ J. The recorded document substitutes a trustee of a tr	rust, mortgag	e, or other similar document.			
K. This is a transfer of property:					
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the transferor, and/or the transferor's spo		gistered domestic partner.			
2. to/from a trust that may be revoked by the creator names the other joint tenant(s) as beneficiaries of			d whicl) :	
☐ ☐ 3. to/from an irrevocable trust for the benefit of the					
creator/grantor/trustor and/or grantor's/tr	rustor's spou	se grantor's/trustor's regist	ered d	omes	tic partner.
L. This property is subject to a lease with a remaining	lease term o	f 35 years or more including writte	en opti	ons.	
M. This is a transfer between parties in which proportion being transferred remain exactly the same after the		s of the transferor(s) and transfer	ree(s) i	n eac	h and every parcel
N. This is a transfer subject to subsidized low-income I		irements with governmentally imp	osed i	estric	tions.
*O. This transfer is to the first purchaser of a new building		Statement of the sea To the sea of the sea o			
* Please refer to the instructions for Part 1.		,			
Please provide any other information that will h	help the As:	sessor understand the nature	of the	tran	sfer.

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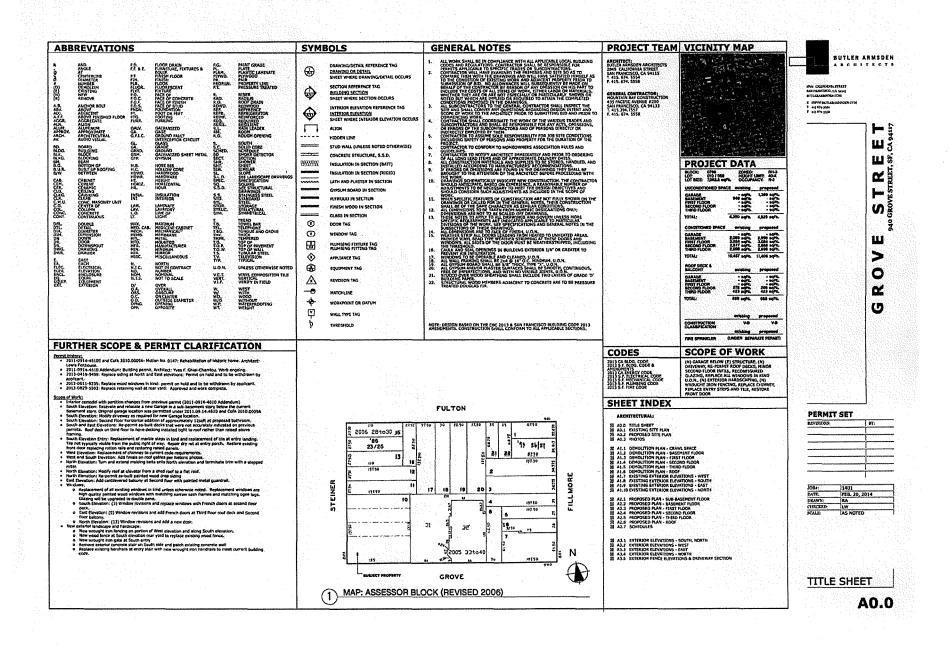


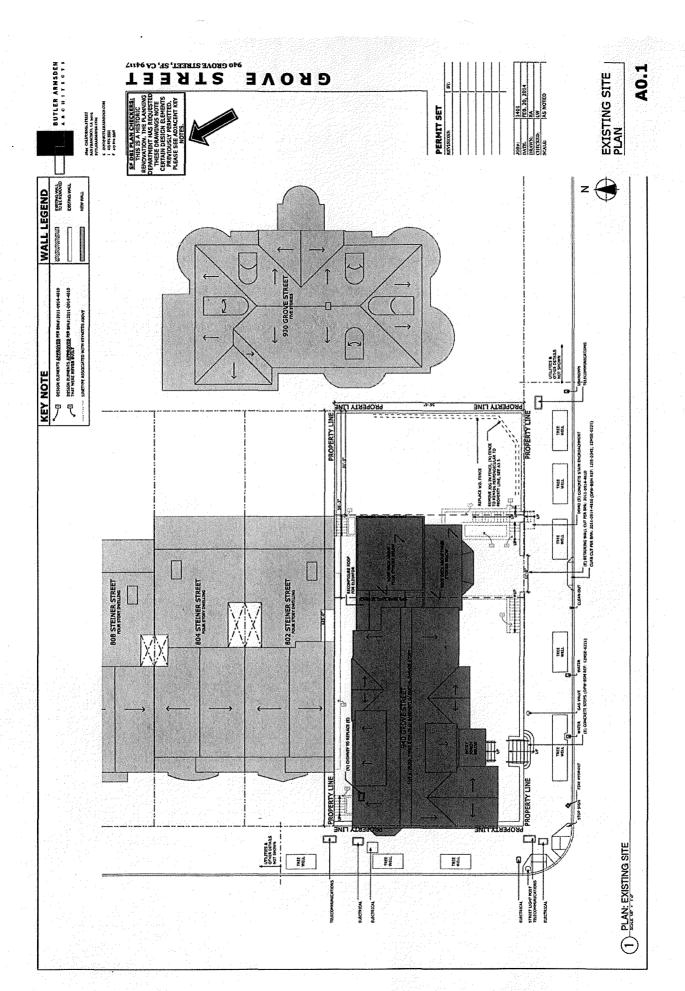
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B. Type of transfer:		
Purchase Foreclosure Gift Trade or exchange	Merger, stock, or partnership acq	uisition (Form BOE-100-B)
Contract of sale. Date of contract:	Inheritance. D	ate of death:
Sale/leaseback Creation of a lease Assignment of a lease	Termination of a lease. Date	lease began:
Original term in years (including written options,): Remaining term in years	(including written options):
Other. Please explain:	200	
C. Only a partial interest in the property was transferred. YES NO	If YES, indicate the percentage	transferred: %
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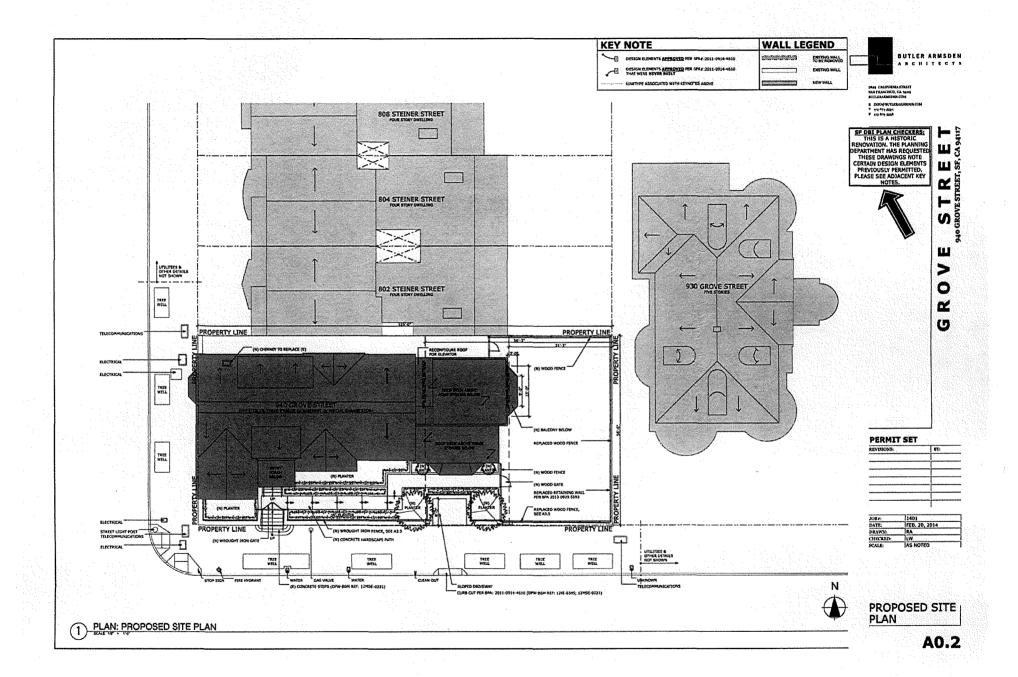


EXHIBIT C

940 GROVE ST, SAN FRANCISCO, CA 94117 SITE PLAN







PHOTOS

PHOTO: (E) FRONT DOOR

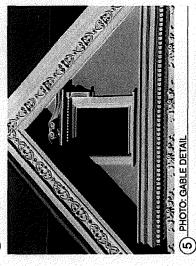


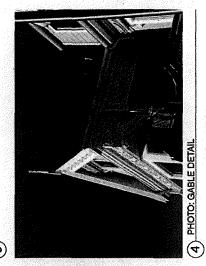


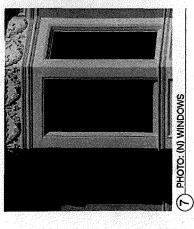


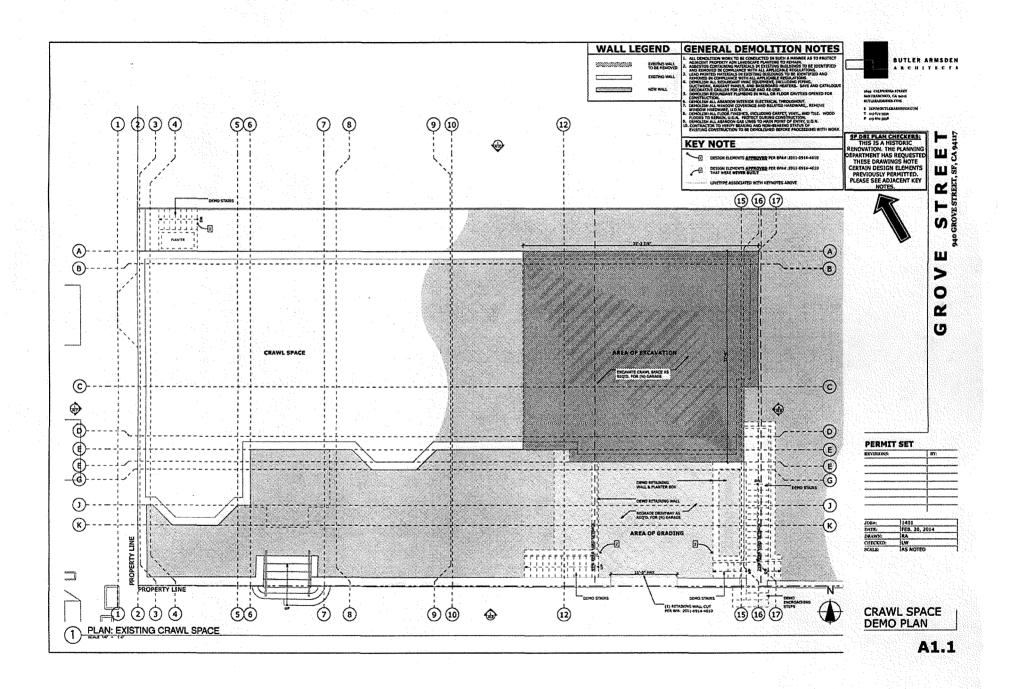


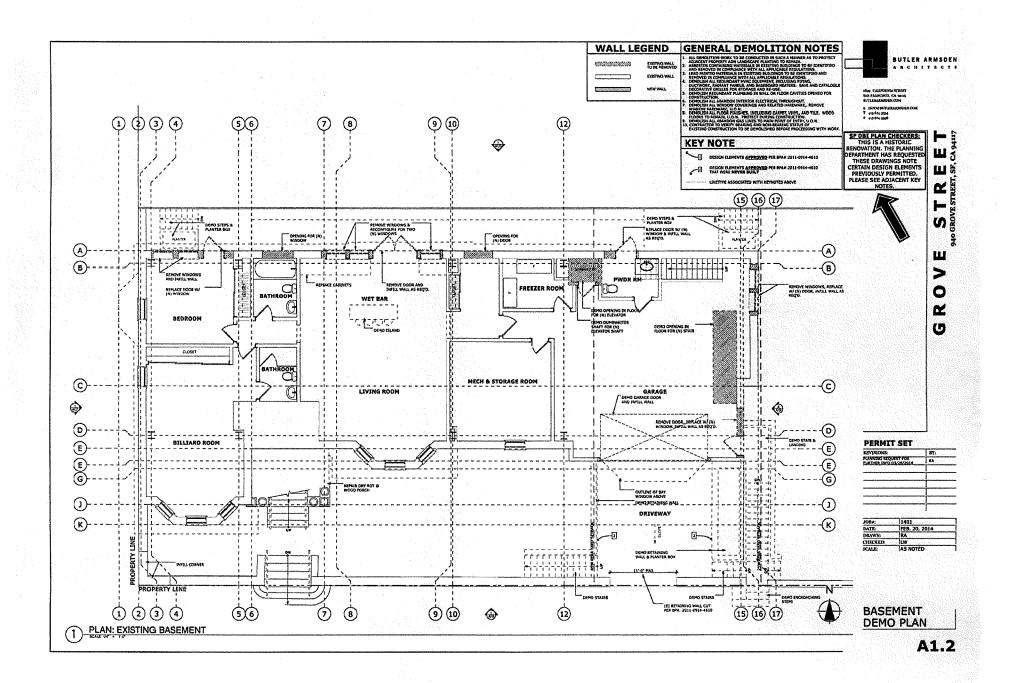


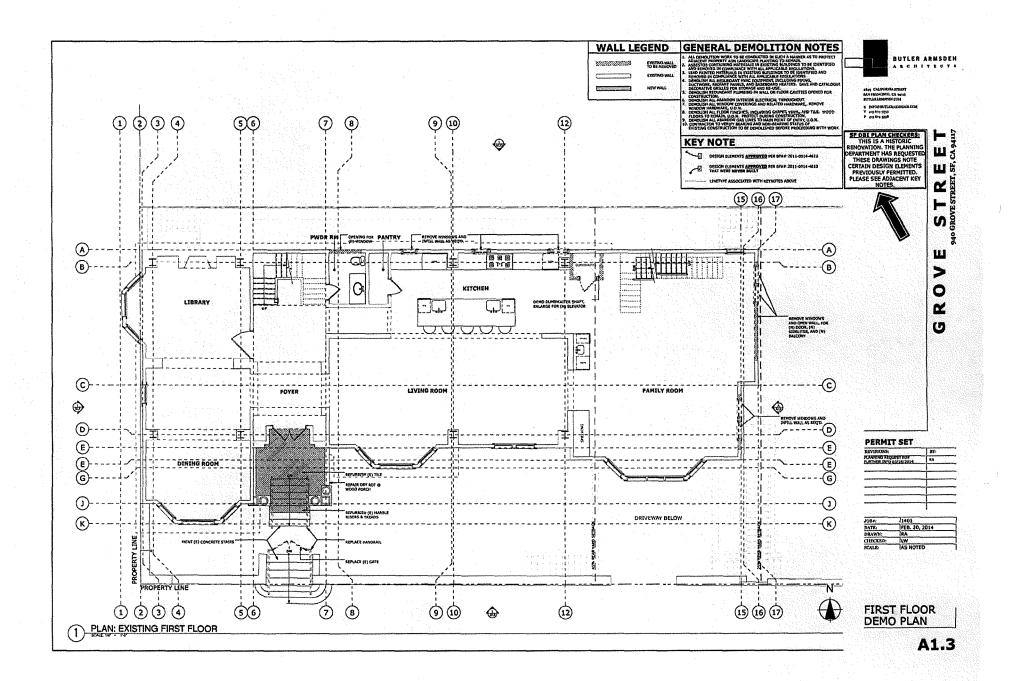


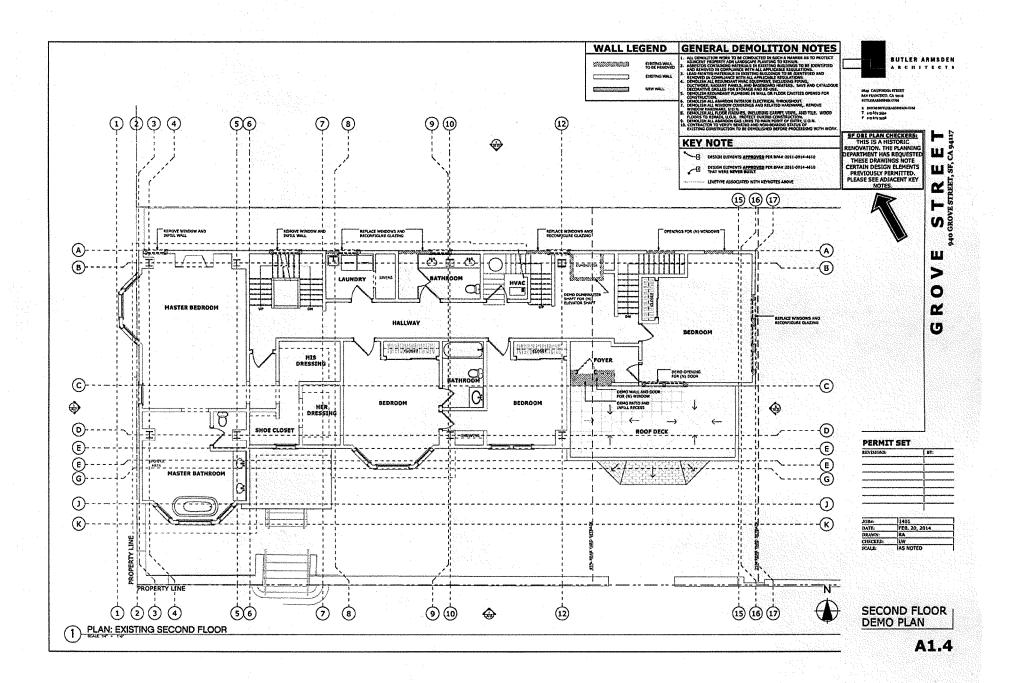


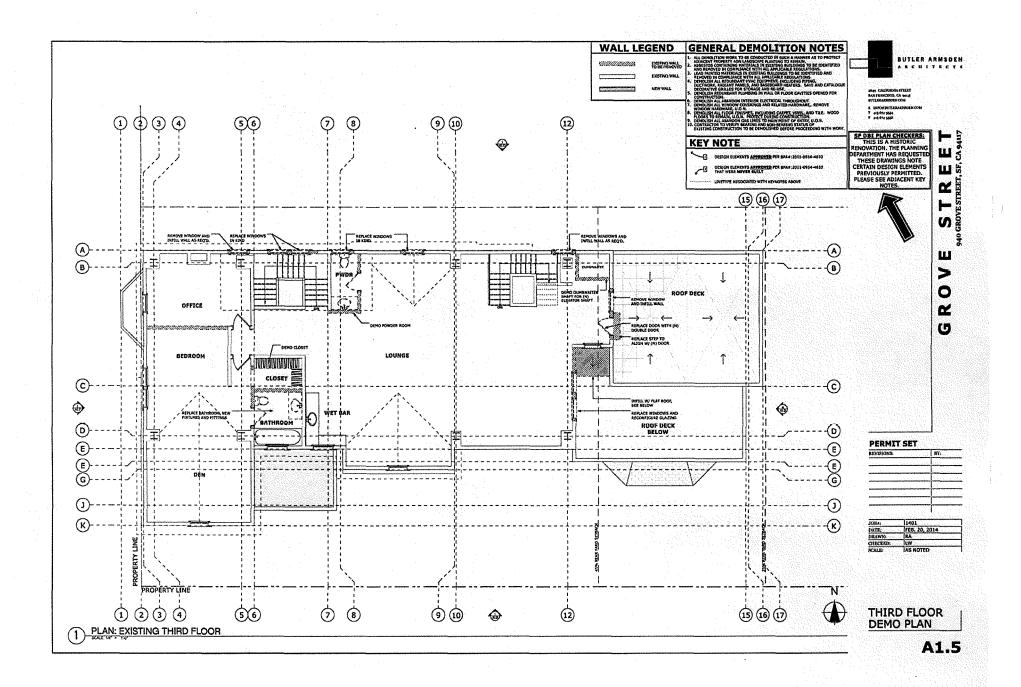


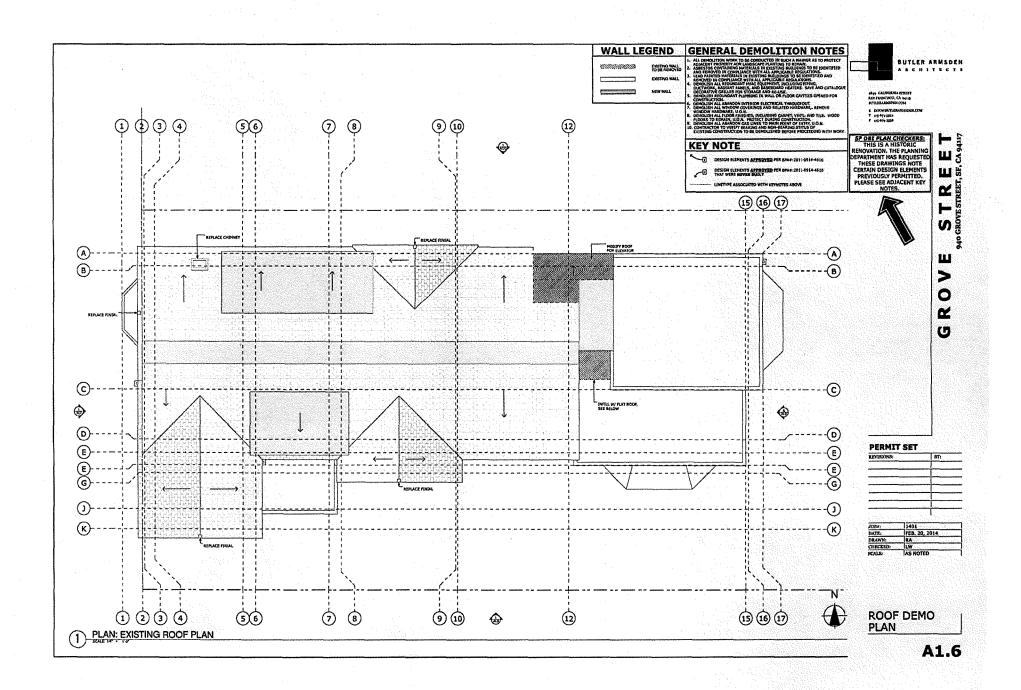


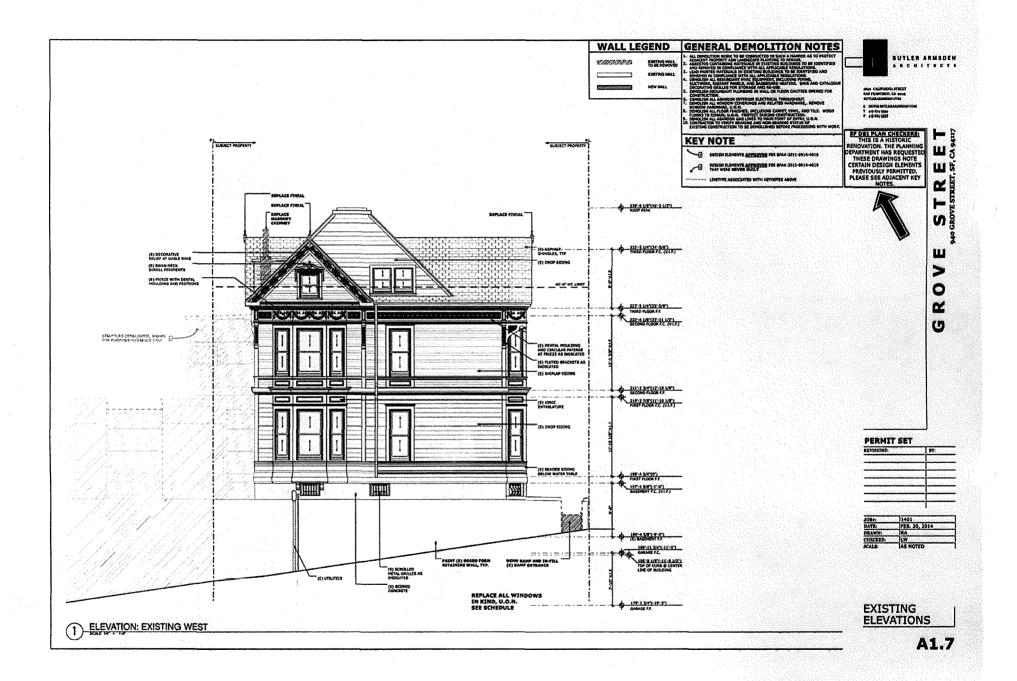


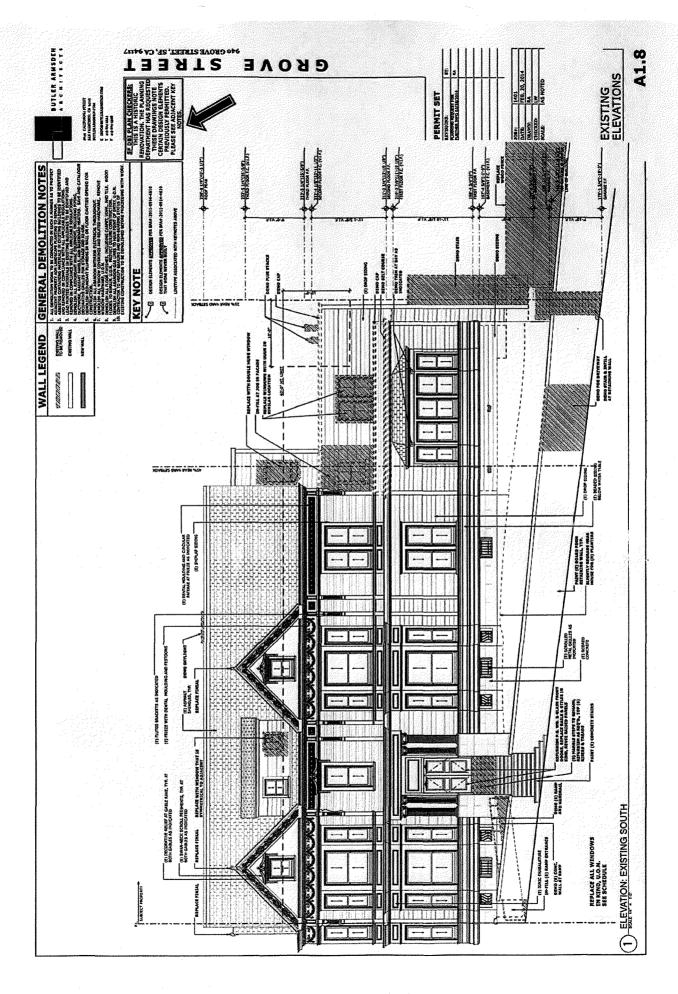


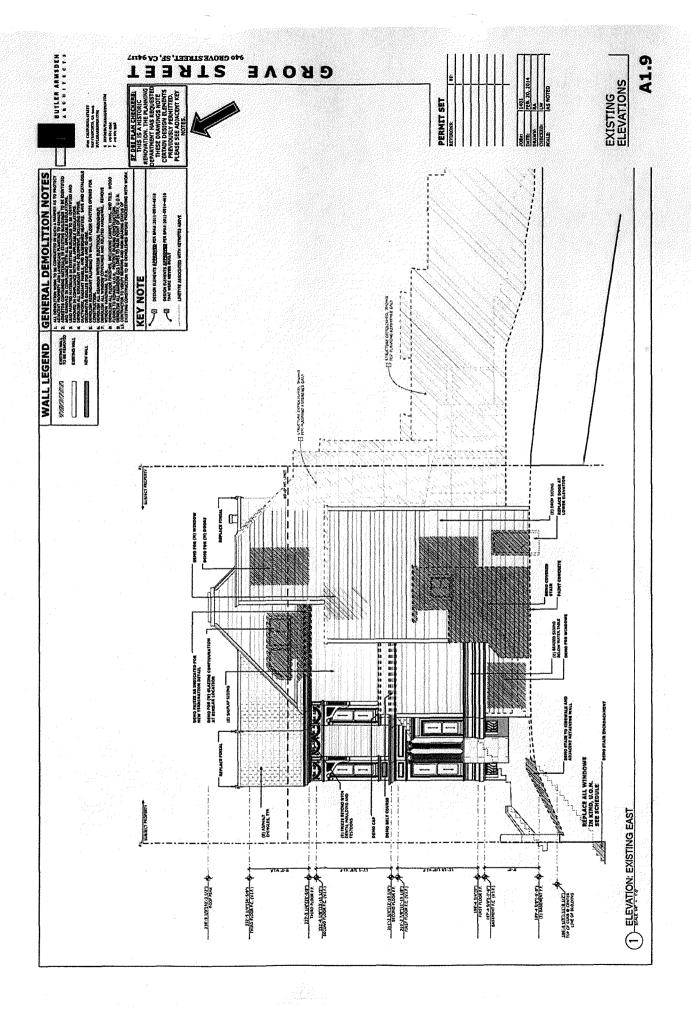


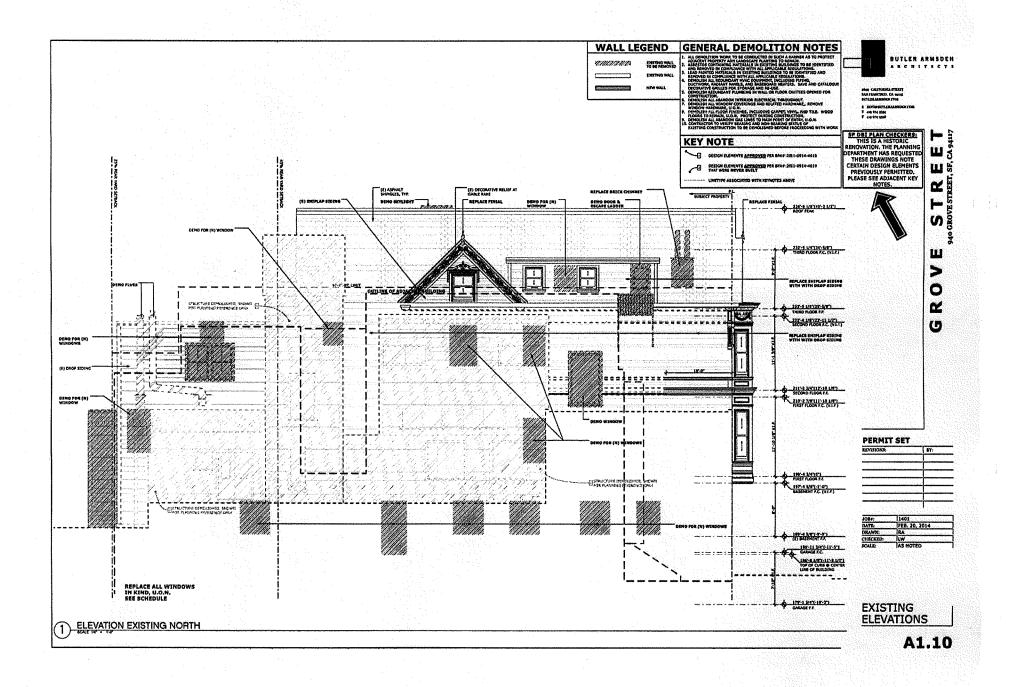


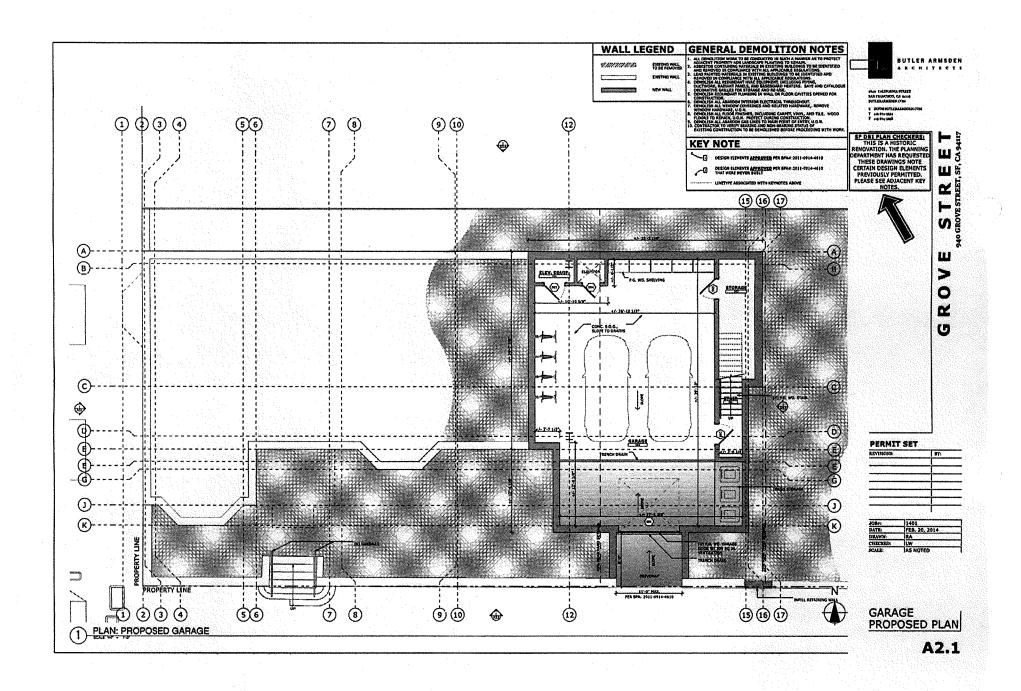


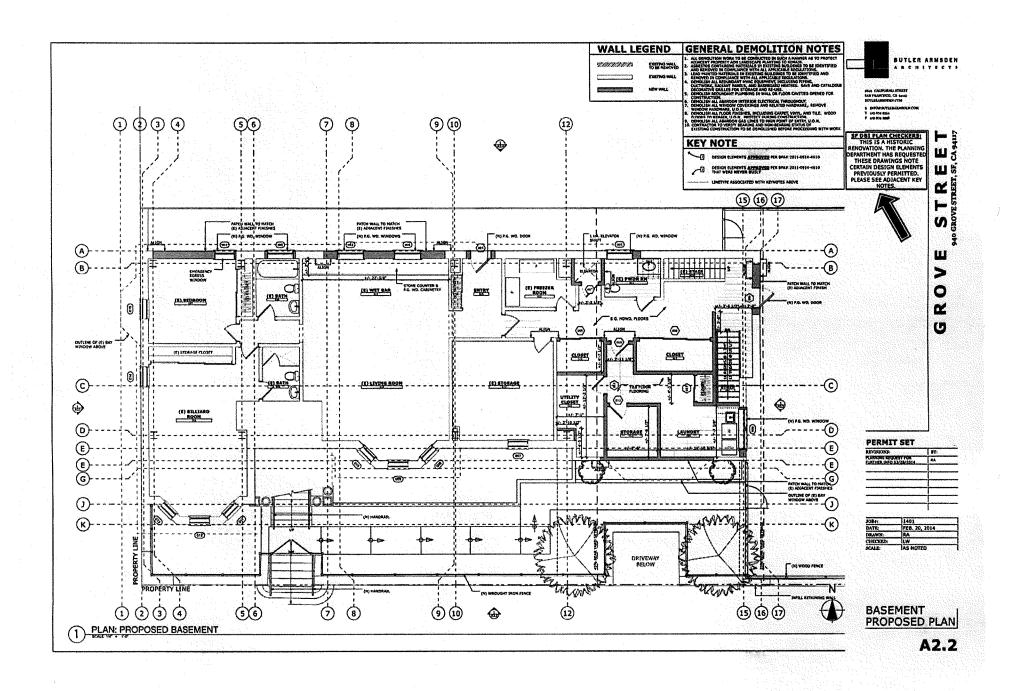


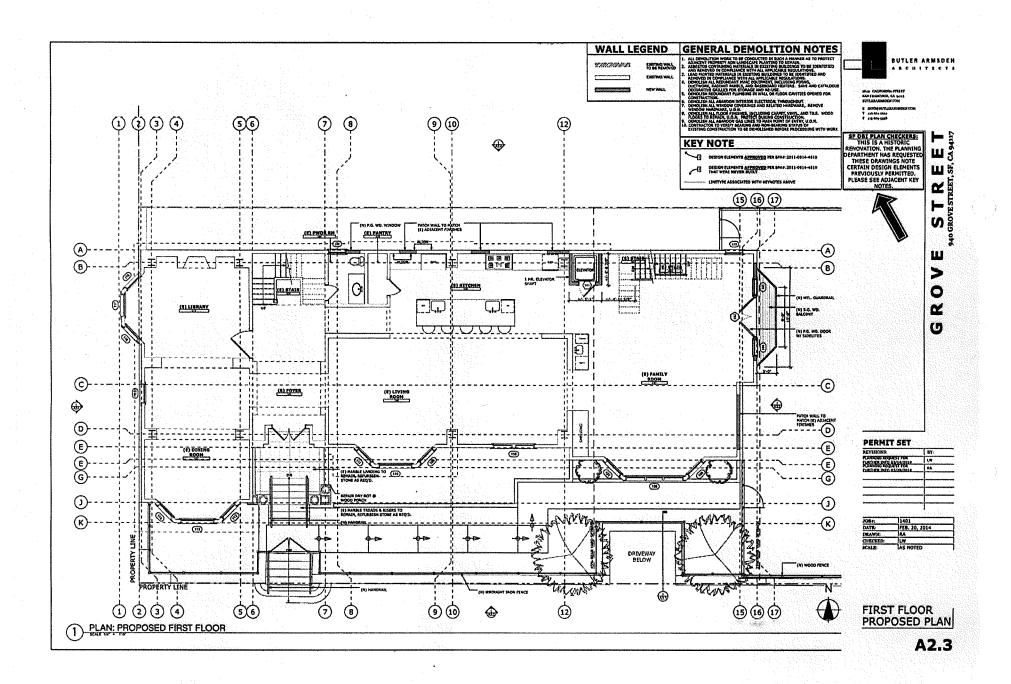


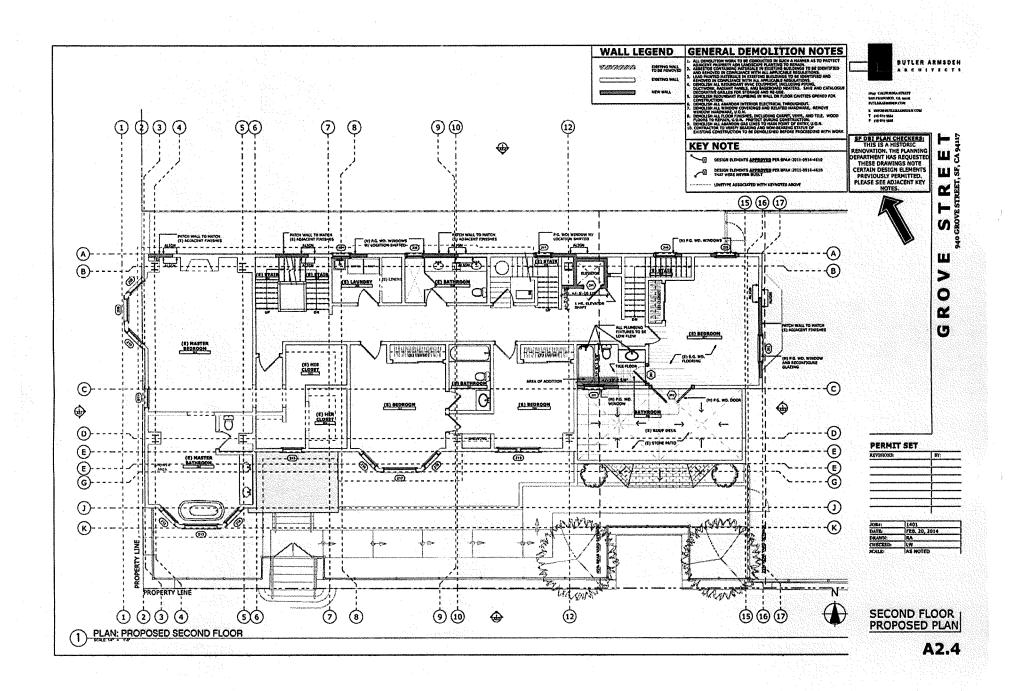


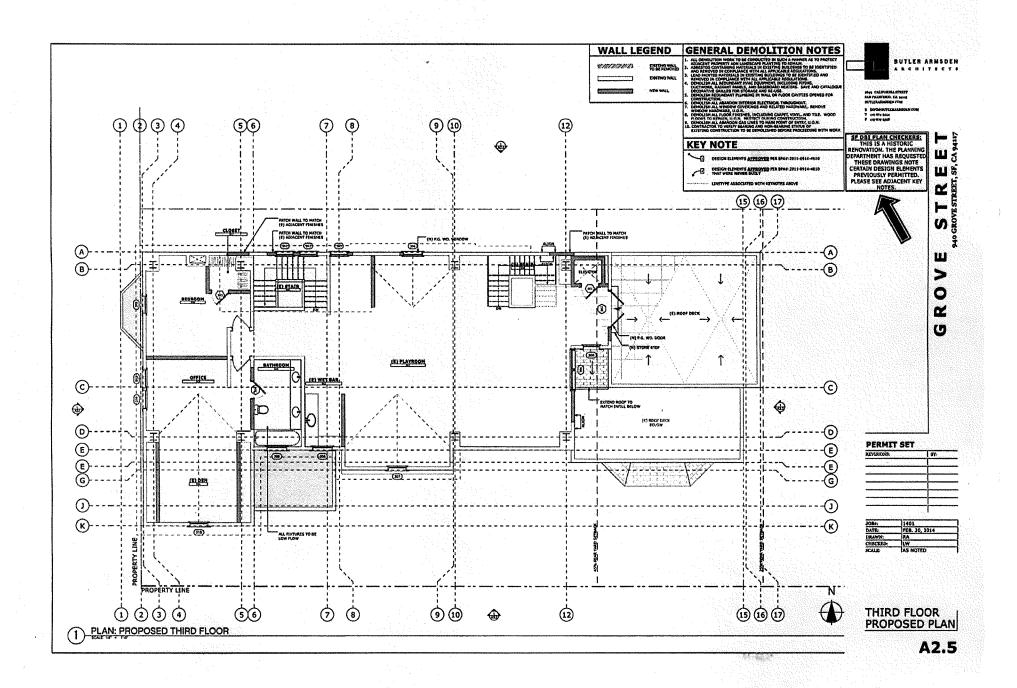


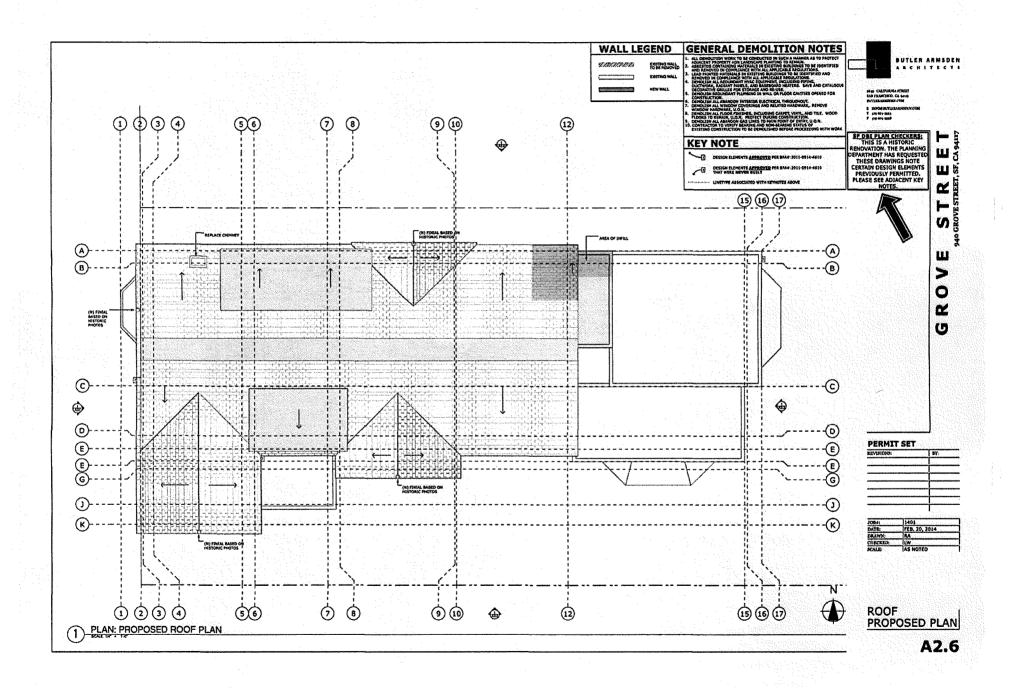


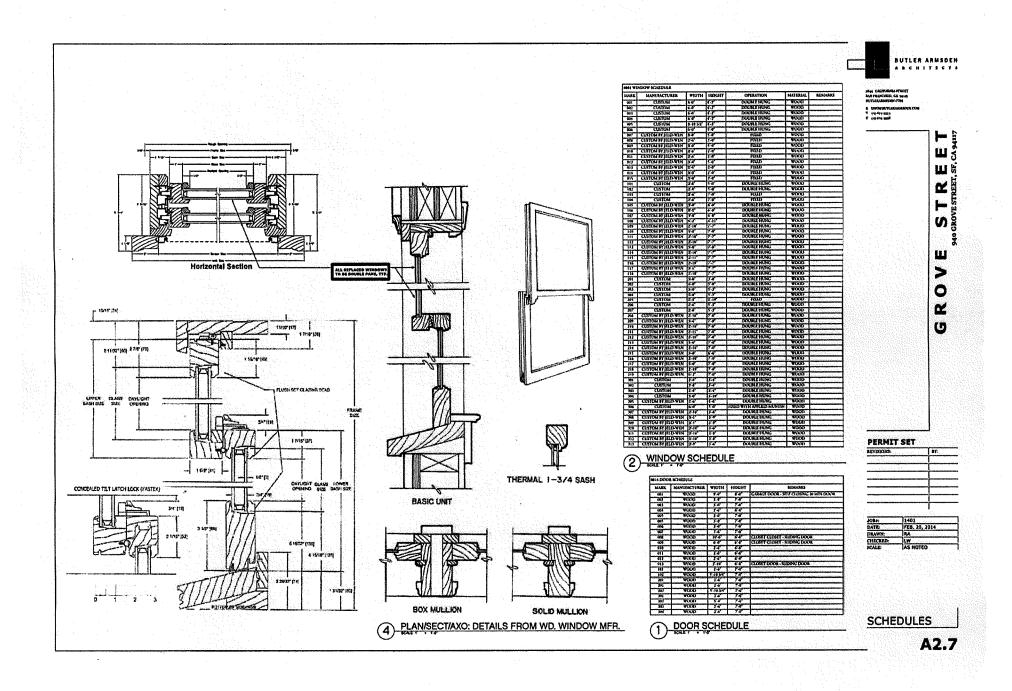


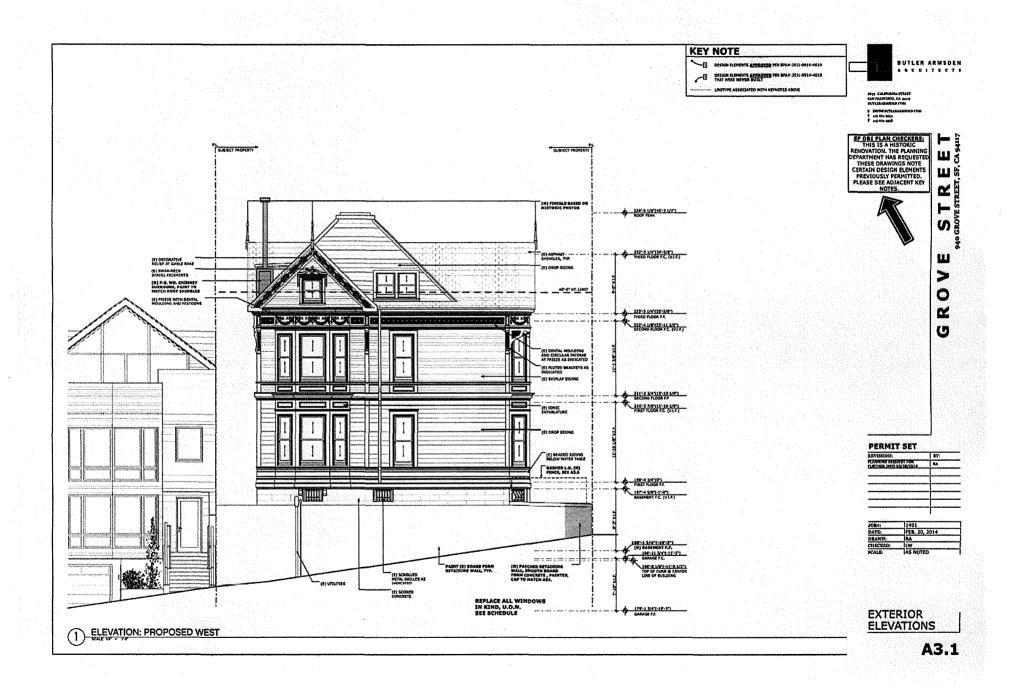


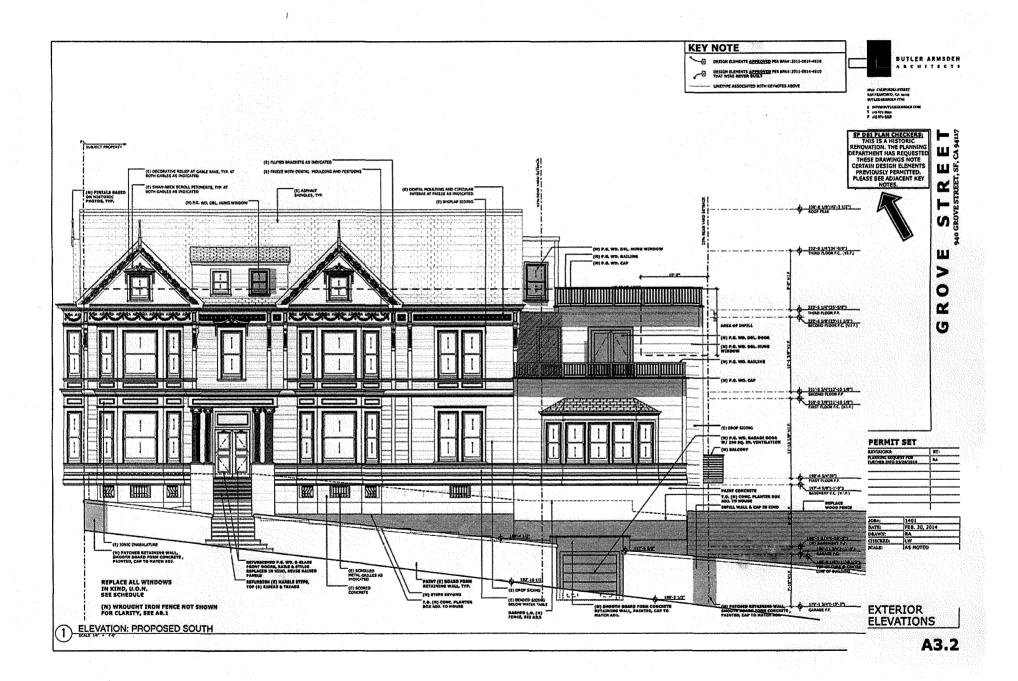


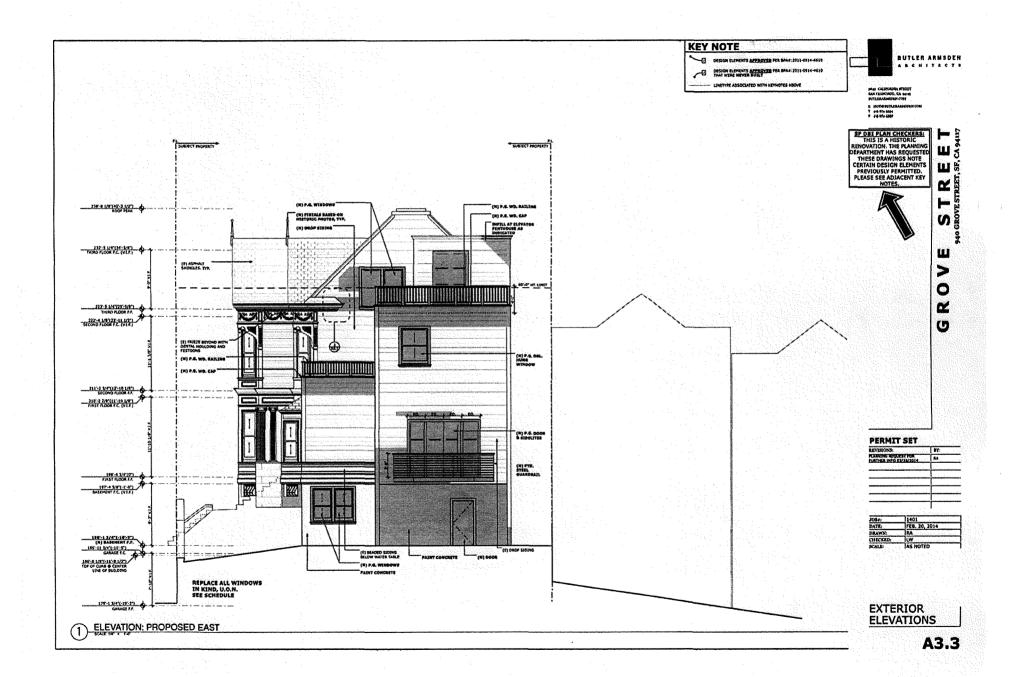


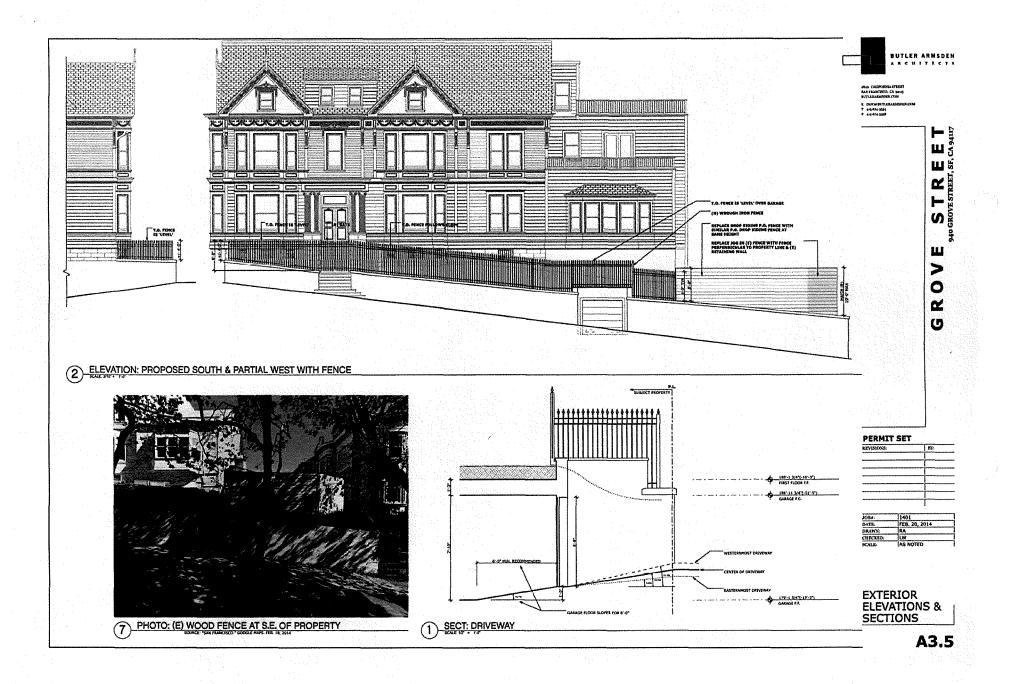












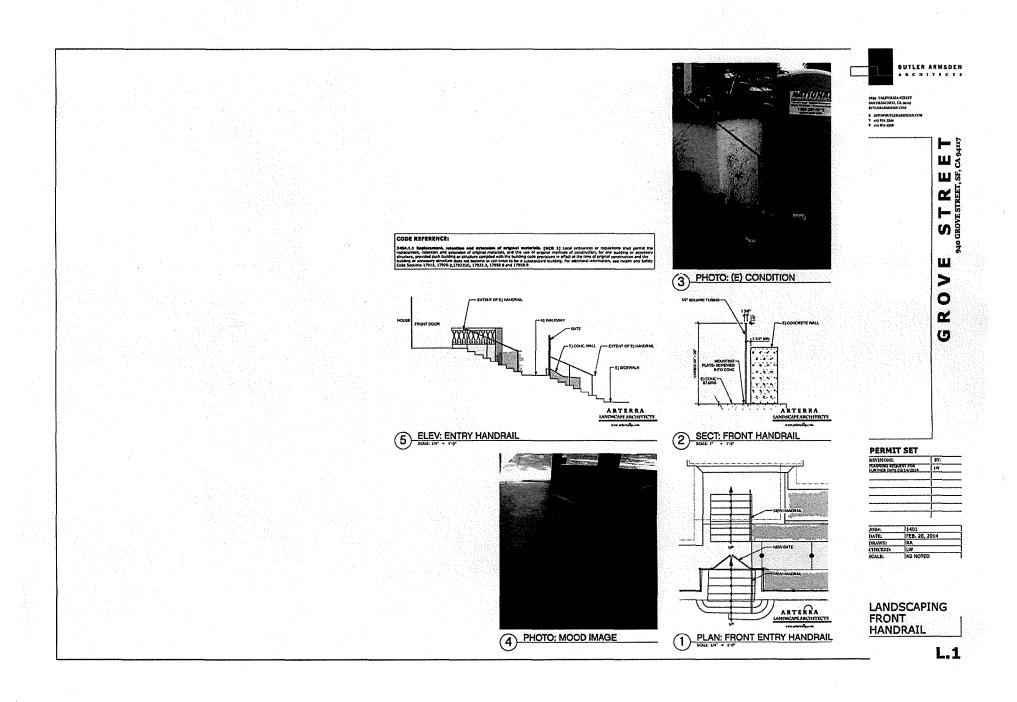


EXHIBIT D

940 GROVE ST, SAN FRANCISCO, CA 94117 HISTORICAL STRUCTURE REPORT AS PREPARED BY GARAVAGLIA ARCHITECTURE, INC



940 Grove Street San Francisco, CA Historic Structure Report

Prepared for Kat Hantas San Francisco, CA



Prepared by Garavaglia Architecture, Inc. March 22, 2017

Innovating Tradition

EXECUTIVE SUMMARY

940 Grove Street is an important part of San Francisco's historical and architectural heritage (see Figure 1). Designed in 1895 by master architect Albert Pissis of the architecture firm Pissis and Moore, the house was a single-family residence for its first decades. Later, the house served as an educational institution and then as a facility for special-needs children. Several additions were constructed around the house with this change in use, which also led to considerable deterioration of 940 Grove Street's historic fabric. Fortunately, due to the current owner's commitment to preserving this significant historic building, 940 Grove Street has been saved from demolition and rehabilitated.

Garavaglia Architecture, Inc. was retained to complete a Historic Structure Report (HSR) in support of a Mills Act application. The HSR is a requirement for qualified historic properties applying for a Mills Act contract that have a tax assessment value of more than \$3,000,000. Properties that exceed this tax assessment value must demonstrate that the property meets 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.¹

This HSR clarifies that the property is an exceptional example of the Queen Anne style, and is the work of master architect Albert Pissis of the firm Pissis and Moore. The building has also been determined to be significant for its association with artist and educator Giacomo Patri, who owned the building and used it as an art school, the Patri School of Art Fundamentals, from 1956–1966.²

The property tax savings from the Mills Act contract will enable the property owners to further preserve and rehabilitate this historic building, which would otherwise be in danger of demolition, deterioration, or abandonment.

San Francisco Planning Department, Application Guide for Mills Act Historical Property Contract (2014), 4.
 Knapp Architects, 940 Grove Street Historic Resource Evaluation Report (San Francisco: San Francisco Planning Department, 2009), 20.





Figure 1. Overall view of 940 Grove Street, looking northeast (Garavaglia Architecture, Inc., October 2016)

SIGNIFICANCE SUMMARY

940 Grove Street is a Historic Resource as determined by the City & County of San Francisco. It is located within the Alamo Square Historic District, as designated in 1984. In 1976, it was listed as a Category 2 building in the Department of City Planning *Architectural Survey*, indicating a strong relationship to its context, a moderately rated style, an intact condition, and later additions that were not in keeping with the style of the historic building.³

The building remains a significant contributor to the Alamo Square Historic District due to its high level of integrity relative to its period of significance (1895–1929). Designed by master architect Albert Pissis of the firm Pissis and Moore, 940 Grove Street is an exceptional example of the Queen Anne style in San Francisco.

EXISTING CONDITIONS

The exterior is in good to excellent condition, having recently been rehabilitated from 2013–2015. The following condition items were observed:

- Peeling paint on wood siding at exterior elevations
- Limited cracks in the historic concrete retaining wall along the Grove Street lot line
- Limited cracks and deterioration of the historic concrete entrance stairs at the Grove Street elevation
- Damage at non-historic slate flooring of roof decks

³ Ibid 17



940 GROVE STREET, SAN FRANCISCO Historic Structure Report

The interior of 940 Grove Street was recently renovated and, as such, is in excellent condition. Much of the original historic fabric on the interior had been removed or damaged in previous years, resulting in a loss of integrity at the interior.

PROPOSED RECOMMENDATIONS

While 940 Grove Street is in good to excellent condition overall, a number of recommendations are proposed for the exterior rehabilitation of the building, including the following:

- Repair extant cracks in the historic concrete retaining wall and entrance steps.
- Address damage at the roof decks' slate floor paving.
- Inspect the house's wood windows and doors, roof decks, and site grading and drainage annually.
- Inspect the property's wood siding and trim, as well as the main roof, every five years.
- Repainted the exterior within the next 10 years.
- Make necessary repairs to the wood windows and doors, wood siding and decorative trim, site grading and drainage, and main roof and roof decks within the next 10 years.

These recommendations will be completed in accordance with the Secretary of the Interior's Standards for Rehabilitation, as well as the relevant Preservation Briefs, as issued by the National Park Service.



Chapter 1

INTRODUCTION

PROJECT DESCRIPTION

Garavaglia Architecture, Inc. was contracted by Kat Hantas (Client) in June of 2016 to prepare a Historic Structure Report (HSR) for the single-family residence located at 940 Grove Street. This report has been requested in support of a Mills Act application for exterior restoration work at the building. 940 Grove Street is eligible for the Mills Act Contract Program as a "qualified historic property" because it is a contributor to the Alamo Square Historic District, a City Landmark District designated pursuant to Article 10 of the San Francisco Planning Code.

PROJECT LOCATION

The subject property (APN Number 0798-058) is located at the northeast corner of Steiner and Grove Streets, directly across from Alamo Square Park (see Figures 2 through 4). The area is often considered part of the Western Addition, Fillmore, Lower Haight, and Hayes Valley sections of San Francisco. The surrounding area is residential in nature, with single-family residences as well as multi-floor apartment buildings.

940 Grove Street is located within an RH-3 (Residential House—Three Family) Zoning District, and a 40-X Height and Bulk District.



940 GROVE STREET, SAN FRANCISCO Historic Structure Report



Figure 2. Aerial view of Alamo Square and vicinity, with 940 Grove Street's lot outlined in yellow (Google Earth, modified by author)





FULTON

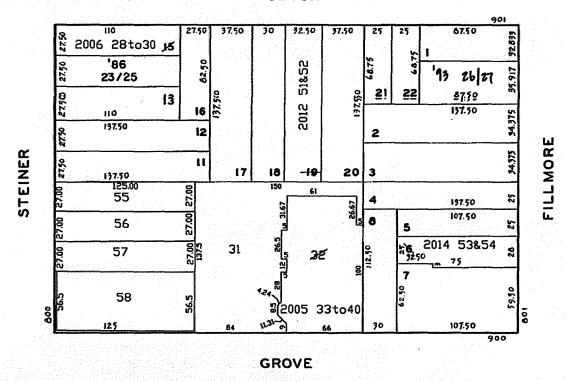


Figure 3. Assessor's Block Map for 940 Grove Street, with subject lot outlined in red (San Francisco Planning Department, modified by author)



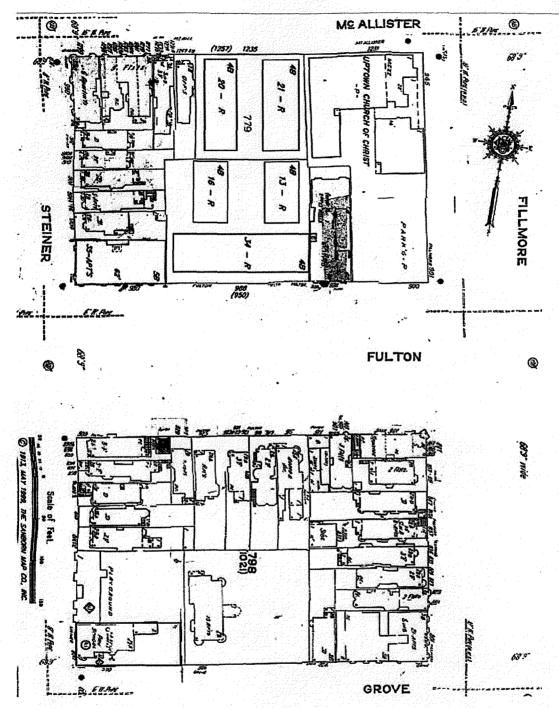


Figure 4. Sanborn Map, ca. 1995, with 940 Grove Street's lot outlined in red (San Francisco Planning Department, modified by author)



PROJECT APPROACH

Goals

The goals of this HSR are to review the historical significance of 940 Grove Street, to assess the conditions of the building's exterior, including any age-based deterioration, and to provide recommendations for a program of maintenance and repair for the building, in compliance with the Secretary of the Interior's Standards for Rehabilitation.

Methodology

Garavaglia Architecture, Inc. staff conducted a site visit on October 6, 2016, to review existing conditions at the interior and exterior, and to identify character-defining features. During these visits, staff documented the building's configuration and architectural elements with photographs and field notes. The Client provided building plans for proposed construction, as well as additional documentation—including a historic resource evaluation prepared for the property by Knapp Architects in 2009—prior to the initial site visit.

Garavaglia Architecture, Inc. also conducted additional archival research on the subject property and surrounding area. The following repositories/collections were consulted to complete the research process (See References section for a complete list of resources):

- Sanborn Fire Insurance Maps
- San Francisco History Center, San Francisco Public Library
- Office of the Assessor-Recorder, City & County of San Francisco
- Department of Building Inspection, City & County of San Francisco
- The California Digital Newspaper Collection and Internet Archive
- Online Archive of California
- United States Census Bureau, 1910–1940 reports, via www.ancestry.com



Chapter 2

CONTEXT AND CONSTRUCTION HISTORY

HISTORIC BACKGROUND

Alamo Square

The area that is now Alamo Square Park and the surrounding area was originally part of the Western Addition of San Francisco. The name refers to the area between the original surveyed boundaries of the city, which ended between Larkin and Van Ness Streets, and Divisadero Street. The Van Ness Ordinance of 1855 cleared title to the land (which had been owned by others), extended the standard grid pattern of streets, and set aside a number of parklets and squares.⁴

The following year, the city set aside land for a public park bound by Hayes, Steiner, Folsom, and Scott Streets, naming it Alamo Square. Settlement began around 1869. Due to the views, weather, and accessibility from the newly constructed McAllister and Hayes Streets cable cars, more residents moved westward. Most of these newcomers were professionals who had commissioned architects to design their own single-family residences. Eventually, the park and the surrounding neighborhood became a very desirable place to live for San Francisco's growing professional class.

The area was saved from destruction in the 1906 earthquake and fires, as it was just outside of the "burned district." A photograph taken the day after the earthquake shows 940 Grove Street in the background as San Franciscans flee from the conflagrations that consumed downtown (see Figure 5). The area became much busier than it was before the earthquake, as Fillmore Street became the temporary commercial district. By the 1920s through World War II, many of the residents of Alamo Square were German-Americans, Italians, or Jewish families.

⁶ Jeanne Alexander, "History of Alamo Square," San Francisco Neighborhood Park Council, Parks Report 42 (Fall 2007): 1.



⁴ The Junior League of San Francisco, Inc., Here Today: San Francisco's Architectural Heritage. (San Francisco: Chronicle Books, 1973), 112.

⁵ Anne Bloomfield, "Alamo Square Historic District: Prepared for the San Francisco Landmarks Preservation Advisory Board" (April 1984): 1.



Figure 5. Alamo Square, view to the east and Steiner Street: This photo was taken on April 19, 1906, as the post-earthquake fires devastated the city. 940 Grove is just out of view of this photo, and is across the street from the building at the far left edge of the image. (San Francisco Public Library)

In the 1950s, as much of San Francisco's professional class moved to the suburbs, many of the older homes were divided into smaller apartments and rooming houses. Absentee owners failed to maintain the homes, many of which fell into ruin. The demographics of the area changed, as African-Americans and others displaced by the redevelopment of the Fillmore district moved into the neighborhood. The late 1950s and early 1960s saw an increase in crime. A group of concerned citizens started the Alamo Square Neighborhood Association. This group urged city leaders to increase patrols in the area, and hosted park clean-ups.

By the 1970s, Alamo Square's demographics changed yet again. Young professionals, some of whom were gay men, moved into the area, attracted to the large homes with their historic ornamentation still intact. This early gentrification led to an increased interest in the neighborhood, the park, and the surrounding historic homes. In 1984, the city, in part spurred by the work of the Alamo Square Neighborhood Association, designated Alamo Square a San Francisco Historic District.8 Today, Alamo Square and its associated neighborhoods—Hayes Valley, the Lower Haight, and the Western Addition—are some of San Francisco's most soughtafter neighborhoods.

Architect Albert Pissis

940 Grove Street was designed by architect Albert Pissis and his firm at the time, Pissis and Moore. Pissis has been determined by SF Planning to be one of just a handful of master architects who worked in San Francisco. San Francisco Heritage provides the following biography of Pissis and assessment of his work:

⁹ As an example of SF Planning's designation of Pissis as a master architect, see SF Planning, "Executive Summary: Landmark Designation Work Plan" (December 15, 2010): 3, SF Planning website, http://commissions.sfplanning.org/hpcpackets/2010.2776_Final.pdf.



⁷ Ibid.

More than any other single architect, Albert Pissis changed the face of San Francisco in the two decades bracketing 1900, bringing to this strange frontier city the imperial pomp and gravity it so longed for. Such a giant in his own time was Pissis that when he died in 1914, a colleague published a memorial poem identifying him with the Master Architect Himself. If honor can be translated into money, Pissis died the wealthiest architect on the Pacific Coast. Pissis (whose name rhymes with crisis) was born in 1852 in Guayama, Mexico, the son of a doctor and was brought to San Francisco at the age of six to receive his elementary education. Having shown an early aptitude for drawing, he was among the first generation of Americans to study at the prestigious Ecole des Beaux-Arts in Paris. While attending the Ecole, Pissis traveled extensively throughout Europe, studying the lessons of classicism at the source. The San Francisco to which Pissis returned in 1880 was decidedly provincial to someone with such a distinguished education. The early restraint of the Italianate style was yielding to the eclectic hysteria of Eastlake, High Victorian Gothic, Queen Anne, and assorted exotic revivals. Pissis, it seems, bided his time for a decade. In 1882, he was elected to the AIA and, shortly thereafter, joined partnership with William P. Moore. Together, they concocted Queen Anne and Eastlake houses every bit as flamboyant as those of their contemporaries. These early houses are all the more remarkable for the profound change that soon took place in Pissis' work. Joining the ranks of established architects in San Francisco, Pissis was well placed to effect a revolution by the early 1890's. His Hibernia Bank at 1 Jones Street, completed in 1892, was exceptionally advanced, not only for San Francisco but for the country at large. It appeared a year before the Chicago Columbian Exposition swept the nation with renewed appreciation for classical grandeur and order. With its crisp and dignified detailing, its scholarly composition and white Sierra granite walls, capped with a then-gilded dome, the bank appeared like a manifesto near the incoherent City Hall and the adjacent jumble of brick and wood commercial structures.... Having secured his reputation, Pissis went on to capture the plummiest commissions of the following two decades and to endow the city with a new dignity. A learned, reserved man, he was precisely the person to clothe the ambitions of second-generation bonanza fortunes with metropolitan grandeur, immortalizing San Francisco's first families in lucrative mounds of steel, granite and sandstone.... [Pissis is] one of the masters of the Beaux-Arts classicism in the Far West, having bequeathed this city some of its most magnificent commercial structures. 10

Constructed in 1895, 940 Grove Street was among the buildings designed by Pissis shortly after the completion of the Hibernia Bank, recognized as one of the architect's most significant buildings. 940 Grove Street was designed by Pissis and Moore in the Queen Anne style, with some classically inspired elements, including the Ionic columns supporting the entrance portico and the swan's-neck pediments over select windows (see Figure 6).¹¹

¹⁰ San Francisco Architectural Heritage, "Architects: Albert Pissis," SFAH website, http://www.sfheritage.org/bw_old/architects.html.

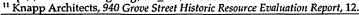






Figure 6. 1906 view of 940 Grove Street, during the Great Earthquake and Fire: Note that the house was painted a darker color at that time, and that the roof initially had a widow's walk. (Online Archive of California, UC Berkeley, Bancroft Library)

SIGNIFICANCE STATEMENT

The statement of significance for the Alamo Square Historic District declares:

The Alamo Square Historic District is significant as a continuum of distinguished residential architecture by distinguished architects spanning the period from the 1870s to the 1920s. The towered Westerfeld House, the renowned "Postcard Row" with its background of the downtown skyline, and the neighboring streetscapes are as identified worldwide with San Francisco as the cable cars and Coit Tower. With a variety of architectural styles, the District is unified in its residential character, relatively small scale, construction type, materials (principally wood), intense ornamentation (especially at entry and cornice) and use of basements and retaining walls to adjust for hillside sites. Boundaries include the park, its edges, the nearby buildings rated highest on the city's architectural survey, and infill structures for rational planning. Most of the original owner-residents were designed by architects, including a virtual cross-section of the city's better professionals. The District has always housed a varied ethnic group. With a high degree of integrity to its original designs, the District clearly serves as a visual reminder of how businessmen lived two to four generations ago. 12

According to the San Francisco Planning Department, the period of significance for the district is 1870–1929.

For 940 Grove Street, the period of significance can be adjusted from 1895-1929, reflecting its

¹² Bloomfield, "Alamo Square Historic District," 1.



year of construction. The 1976 architectural survey undertaken by the Department of City Planning deemed the building as a 2 (on a scale of -2 to 5, with 5 being the finest example of San Francisco Architecture).

As a mostly intact, notable example of the Queen Anne style designed by master architect Albert Pissis, 940 Grove Street remains a strong contributor to the Alamo Square Historic District.

CONSTRUCTION CHRONOLOGY

The information within the construction chronology table below was developed from the Department of Building Inspection (DBI) records for the property, and describes exterior alterations only. Not all of the alterations were legally permitted and, as such, were not recorded.

Date	Permitted Work
1895	Initial construction of house
1908	Construction of bathroom and vestibule at northeast corner of house
1949	Extensions of side wing to house, installation of new roofing and roof framing, removal of select fireplaces and flues, installation of two new exterior stairways
1966	Construction of new stair from first floor to third floor
1967	Construction of 2,800-square-foot addition to house with classrooms and restrooms
1968	Extension of one two-story-tall wall by six feet
1975	Construction of a 1,000-square-foot addition in the rear area of the property; installation of fenced play area at front of property
1983	Repair of entrance porch and canopy
1984	Installation of new eight-foot-tall wood fence; modification of existing ramped entrance walkway; construction of new service entry porch and stair; repair porch stairs and roof; repair and repaint building exterior; replace eave gutters
1985	Construction of one- and two-story framed additions; reroofing; reglaze select windows with safety glazing; addition of skylights
1986	Enlargement of laundry room; reroofing of building; addition of two skylights
1987	Reglazing of second-floor windows with safety glazing
1997	Replacement of second-floor windows
2000	Replacement of exterior doors; existing concrete ramp resloped; installation of new walkway, gates, and handrail
2001	Reroofing

¹³ Permit history from 2005 and earlier is referenced from Knapp Architects, 940 Grove Street Historic Resource Evaluation (2009), 14–16. Permit history from 2005 to the present is taken from the San Francisco Property Information Map information for 940 Grove Street.



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2005	Replacement of wood retaining wall and handrails; addition of new footings and reinforcement
2011	Subdivision of property into four lots; change of use from school to single-family house
2012	Demolition of school-related additions and playground equipment
2013–2015	Exterior and interior rehabilitation of house (see further information below)

Between 1895 and 1949, 940 Grove Street underwent few known alterations. Only a bathroom and vestibule were constructed within this period. In 1949, the house received an extended side wing, which may be the first version of the additions that currently exist on the east side of the house today.

Extensive modifications to the house occurred in the 1960s through the 1980s, when the house served as a school and then as a center for special needs children. Several additions were built onto the house at this time, and the lot was modified at the front and side yards to house play areas and other uses.

From the 1980s to circa 2010, further alterations occurred at 940 Grove Street, at a smaller scale than the alterations and additions made in the preceding two decades. Permitted work was mostly limited to maintenance of the building's elements. In 2011, 940 Grove Street's lot was subdivided into four lots overall, with the northern portion of the lot turned into three lots and the house occupying a larger fourth lot to the south of the other lots. In 2012, several additions at the north end of the house, as well as playground equipment near these additions, was demolished.

2013–2015 REHABILITATION OF 940 GROVE STREET

After the current owners of 940 Grove Street took ownership of the house, they undertook a major rehabilitation of the building between 2013 and 2015 to restore it to single-family residential use. This work included a complete remodeling of the interior, and the addition of a sub-basement level to the house.

This rehabilitation was completed with the guidance of the San Francisco Planning Department, under Certificate of Appropriateness Record 2013.0693A. Work that directly impacted the historic fabric of 940 Grove Street as part of this renovation included the following:

Seismic Improvements

Before the current owner of 940 Grove Street took ownership of the building, it did not meet code requirements for seismic protection. The house now meets current seismic code requirements, and will be better protected in the case of a seismic event.

A new reinforced concrete foundation was poured under the house, and four steel moment frames were installed that extend from below the new foundation up to the roof. Each steel column of the moment frame has tie beams that tie across all the house's floors and connect to the historic wood framing.

¹⁴ San Francisco Planning Department, "Certificate of Appropriateness Case Report, Case No. 2013.0693A" (2013).



Historic Fence and Retaining Wall Rehabilitation

A historic concrete retaining wall that runs along the south and west boundaries of 940 Grove Street's lot had been modified during its decades as a school building. A non-historic concrete ramp was installed running from the southwest corner of the lot to the main south entrance.

As part of the rehabilitation of the historic property, the non-historic concrete ramp was removed and the concrete wall was patched with new concrete to match the historic concrete at the former ramp location. The historic concrete was patched and repaired, and the entire wall was repainted. New wrought-iron fencing was installed atop the historic concrete wall, and a new wrought-iron gate was added at the base of the entrance stairs.

Entrance Portico Rehabilitation

The historic front entrance portico of 940 Grove Street was suffering from deferred maintenance prior to the current owner taking ownership of the building.

The historic marble steps leading to the portico landing were repaired, and cracks were filled to match the surrounding stone. The historic encaustic tile at the entry landing was retained where possible and replaced in kind with new encaustic tile matching the historic in instances where the historic tile was too deteriorated to be repaired. Dry rot at wooden elements of the entry portico was addressed. The historic carved-wood front door was restored, including replacing rotten rails and restoring raised panels.

Exterior Wood Siding Rehabilitation and Repainting

Large areas of the historic wood siding at 940 Grove Street were deteriorated or missing when the current owner took ownership of the building, especially at the north elevation, where a large non-historic addition had been removed by the previous owner. Loose and flaking paint was prevalent throughout.

Areas of the wood siding that were missing or severely deteriorated were replaced in kind. The stringcourses on the west elevation were continued onto the north elevation and terminated with a stepped miter. Historic decorative carved-wood facade elements were repaired and retained. Once the siding and decorative elements on all elevations were repaired, these elements were painted with a primer coat and new exterior paint to protect them from weathering.

Wood Window Installation

When the current owner took ownership of 940 Grove Street, the existing window assemblies were determined to be so deteriorated that rehabilitation was not feasible, and many window openings contained non-historic aluminum units.

New windows were installed throughout the house matching the original in operation, size, hardware, and finish. Replacement windows are high-quality double-paned painted wood windows with matching narrow sash frames and matching ogee lugs.

Roofing Replacement

The existing roofing system at 940 Grove Street was removed down to the substrate when the



current owner took ownership of the house. A new roofing system was installed, including a waterproofing membrane and new asphalt shingles to replace the existing deteriorated asphalt shingles. The historic roof was also tied to the steel moment frames installed by the current owner for seismic protection of the building.

Decorative finials were installed on select gable peaks to match those seen on historic photographs of the house.

OWNERSHIP HISTORY

Date	Owner
1895–1900	Edward and Camille Probert
1900–1924	Camille Probert (later Camille Knox)
1924–1945	George Knox
1945–1949	Estate of George Knox
1949–1956	Institute of the Franciscan Missionaries of Mary
1956–1966	Giacomo G. Patri
1966–1978	The French American Bilingual School
1978–2010	The Burt Center
2010–2013	Robert and Christine Hinckley
2013-present	Jonathan Smith and Ekaterini Hantas

940 Grove Street has been owned by a wide variety of individual and institutions over the years, spending approximately half of its history as a single-family residence and half as an educational facility.¹⁵

The original owners were Edward and Camille Probert. Edward was an ordained minister originally from Wales. ¹⁶ He invented a system for refining gold ore in mining, and became extremely wealthy from his royalties from this system. Camille Probert was originally from France. The Proberts lived in the home together until Edward died in 1900.

Afterward Edward's death, Camille continued to live at 940 Grove until her death in 1924, at which time ownership passed to her second husband, George Knox, a Federal Bank employee. At least as early as 1929, George's sisters, Anna S. and Lucy R. Knox, moved into 940 Grove with him. After Knox passed away, the house continued to be occupied by Anna and Lucy.

Starting in the 1940s, the house was occupied by a succession of religious and educational institutions for nearly 40 years. Knapp Architects' Historic Resource Evaluation for 940 Grove Street provides the following description of the owners of the property in this time period:

¹⁷ "Pastor's Invention Nets Him Fortune: Minister's Widow Leave \$300,000 Estate," San Francisco Chronicle, February 21, 1924, p. 6.



¹⁵ Information in this section is taken from Knapp Architects' Historic Resource Evaluation for 940 Grove Street, unless otherwise noted.

^{16 &}quot;Suicide of a Capitalist," San Francisco Chronicle, February 23, 1900, p. 5.

The Franciscan Missionaries of Mary occupied 940 Grove Street from 1949 to 1956. The order named the property Convent San Antonio. It was used as residence for members forced to leave China after China's civil war and, later, as a single women's residence. 18

In 1956, artist Giacomo Patri took ownership of 940 Grove Street for use by his Patri School of Art Fundamentals:

Giacomo Patri's published work as an artist and author preceded his residence at 940 Grove Street. His most recognized book, White Collar, first published in 1940 as a compilation of black- and-white block prints, chronicled workers during the Great Depression.... Selected papers from Patri's estate are now part of the Archives of American Art at the Smithsonian Institution. In 1948, he founded a school, the Patri School of Art Fundamentals. When Patri bought the property at 940 Grove Street in 1956, he used it as his residence and as a school facility until 1966 when he retired. Although 940 Grove Street was not associated with his published work, it is integrally associated with his school, the public face of an accomplished artist and author.

Starting in 1966, another educational institution, the French American Bilingual School, took ownership of 940 Grove Street:

The French American Bilingual School, founded in 1963, operated in several locations prior to occupying 940 Grove Street from 1966 until 1978. Although its tenure at this location was lengthy, it was not founded at this location and continued as a school at subsequent locations until the present.¹⁹

The Burt Children's Center, founded by Mary Burt in 1970, owned and occupied 940 Grove Street starting in 1978.²⁰ The center was a residential facility special needs children, and used womb-like rooms as part of its regression therapy program. Mary Burt passed away in 2002, and the Burt Center closed down in 2010.

Between 2010 and 2013, Robert and Christine Hinckley, the owners of the property after the Burt Center, oversaw the division of 940 Grove Street's original lot into four separate lots, and demolished the north additions to the house. In 2013, 940 Grove Street finally returned to single-family residential use after more than a half century of institutional and educational use.

In their 2009 Historic Resource Evaluation of the property, Knapp Architects determined that "exploration of the chain of ownership found that Giacomo Patri was the only owner noteworthy in the context of history and integrally linked to the property at 940 Grove itself as applicable under Criterion 2." Garavaglia Architecture, Inc. concurs with this assessment. No officially permitted alterations to the building occurred while under Patri's ownership.

²¹ Knapp Architects, 940 Grove Street Historic Resource Evaluation, 20.



¹⁸ Knapp Architects, 940 Grove Street Historic Resource Evaluation, 20.

¹⁹ Ibid.

²⁰ Suzanne Herel, "Mary Burt: Pioneer Therapist for Children, Program Co-Founder," San Francisco Chronicle, September 18, 2002, http://www.sfgate.com/bayarea/article/Mary-Burt-pioneer-therapist-for-children-2796182.php.

Chapter 3

ARCHITECTURAL EVALUATIONS

GENERAL DESCRIPTION

Site

940 Grove Street sits on an eastward-sloping corner lot, at the intersection of Grove and Steiner Streets (see Figure 7). The house is elevated above the street level, as are its front and side yards. The house's front yard extends the length of the lot along Grove Street, and leads to a side yard at the eastern end of the property (see Figure 8). The front and side yards are enclosed by a concrete retaining wall built along the south and east property lines that is topped with an ironpost fence along Grove Street and a wood fence near the east end of the lot. The house is built to the west property line facing Steiner Street, while a narrow walkway along the north end of the lot separates the house from the neighboring lot to the north.

The main entrance to 940 Grove Street is at its primary south facade, and is reached via concrete stairs at an opening in the concrete retaining wall. A sunken garage located in the sub-basement of the house is accessed via a driveway at Grove Street. Secondary entrances to the house are located at the basement level at the north and east elevations, and are not accessible from the street.





Figure 7. View of 940 Grove Street, with front yard along Grove Street surrounded by concrete retaining wall, looking northeast (Garavaglia Architecture, Inc., October 2016)



Figure 8. Front yard of 940 Grove Street (Garavaglia Architecture, Inc., October 2016)



Exterior

940 Grove Street is two stories tall, with a finished attic and a raised basement as well as a sub-basement level. A two-story addition exists at the east end of the house. The entire exterior, including the raised concrete foundation, is painted a pale gray-blue, with white trim.

The building sits on a concrete and steel foundation, which has been partially scored to resemble ashlar masonry along the building's Grove Street facade and Steiner Street elevation (see Figure 9). Windows at the raised basement are covered with wrought-iron grilles.



Figure 9. View of concrete retaining wall/foundation along Steiner Street, with upper portion scored to resemble ashlar masonry, at center of photo, and more recent alteration to concrete retaining wall at right, with board-formed texture differentiating it from the historic retaining wall (Garavaglia Architecture, Inc., October 2016)

The house is clad with three types of wood siding at its street-facing south and west elevations (see Figure 10). Profiled horizontal wood siding is found on a thin band between the raised concrete foundation and the first floor. The wood siding found at the first floor is horizontal clapboard siding. The second floor and attic are clad with tongue-and-groove wood siding. The secondary north and east elevations are clad with clapboard wood siding at all levels. The fenestration consists primarily of one-over-one double-hung wood windows.



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Figure 10. View 940 Grove Street's three types of wood siding along the south facade of the house, with different siding found above the raised basement, at the first floor, and at the upper floors (Garavaglia Architecture, Inc., October 2016)

Immediately under the roof, the fascia around the perimeter of the building features a swag motif and dentils, and is topped by profiled projecting eaves. Profiled stringcourses delineate each floor level. The house features several decks and balconies at its east elevation.

940 Grove Street has a main gabled roof with several smaller projecting windowed gables at its south and west elevations. The main gable peak terminates in a long, narrow flat deck that runs the length of the building. The roof is clad with asphalt shingles. The projected smaller gables are framed by carved wood trim and supported by decorative brackets, and are topped with finials (see Figure 11). The windows in these smaller gables feature swan's-neck pediments. The roof also features several simpler dormers that are later additions to the house at its north and south elevations. 940 Grove Street has a chimney along the north end of the roof.



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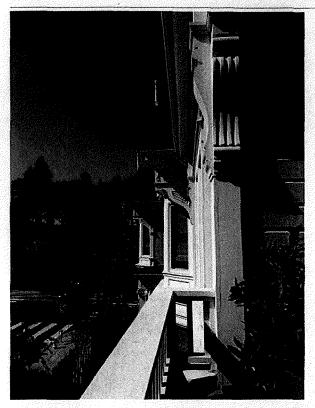


Figure 11. Side view of two of 940 Grove Street's projecting roof gables, with support brackets and finials visible, looking west (Garavaglia Architecture, Inc., October 2016)



South (Grove Street) Facade

The south (Grove Street) facade is accessed via concrete steps toward the west end of the property, which are located in a break in the concrete retaining wall at this elevation (see Figure 12). Another break in the concrete retaining wall provides access to the subbasement-level garage toward the east end of the property.

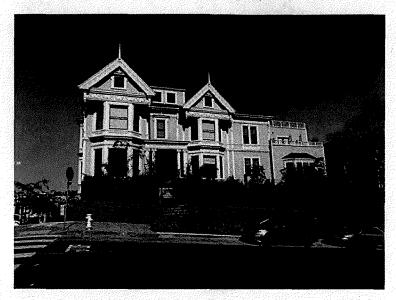


Figure 12. View 940 Grove Street's south facade along Grove Street (Garavaglia Architecture, Inc., October 2016)

The concrete entrance steps transition to marble steps in front of the covered main entrance portico (see Figure 13). The entrance portico has encaustic-tile flooring, and is framed by Ionic columns. The paired wood main entrance doors have carved scrolls and profiled paneling, and are topped with a single-lite transom (see Figure 14).

Two two-story-tall bays frame the main entrance to 940 Grove Street. These three-sided bays feature profiled wood trim that is especially elaborate between the first and second floors. A window directly above the entrance portico on the second floor has a swan's-neck pediment. To the right of the entrance portico and bays, the south facade has paired windows at the first and second floors. At the east end of this facade, the two-story addition has an oriel window at the first floor, and the recessed second floor of the addition opens out onto a roof deck with a wood-picket railing. The addition is clad on both floors with clapboard wood siding.

The two bays flanking 940 Grove Street's front entrance portico are topped by projecting front-facing roof gables, each with a window topped by a swan's neck pediment. These front-facing gables are among the most decorative elements of the house, with finials, prominent carved trim along the gable edges, and elaborate support brackets. A shed-roofed dormer sits between the two projecting gables, with two windows. This dormer is clad with the same clapboard siding as the first floor of the house.





Figure 13. Marble stairs leading to the front entrance of 940 Grove Street (Garavaglia Architecture, Inc., October 2016)

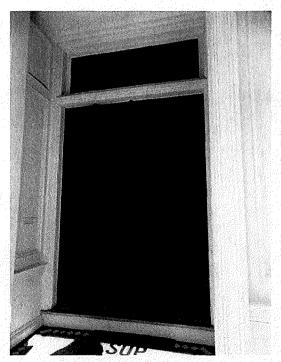


Figure 14. Carved wood main entrance doors of 940 Grove Street, with encaustic-tile flooring in front of doors (Garavaglia Architecture, Inc., October 2016)



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West (Steiner Street) Elevation

The west-facing Steiner Street elevation is nearly as decorative as the Grove Street facade, as it is also street-facing (see Figure 15). The house is built up right to the lot line at this elevation, and the raised basement is especially prominent at this facade as Steiner Street slopes downward to the north. There are no entrances to the house at this elevation.



Figure 15. Steiner Street elevation of 940 Grove Street (Garavaglia Architecture, Inc., October 2016)

The exposed concrete basement is painted a dark bluish-gray, matching the color of the retaining wall that wraps around to the Grove Street side of the lot. The upper portion of the concrete basement is textured to resemble ashlar masonry. Two small rectangular windows are located along the top of the raised basement, and are covered with wrought-iron grilles. The siding treatment at this elevation is the same as at the Grove Street facade.

All of the windows on the first through attic floors at the west elevation are one-over-one double-hung wood windows. This elevation has one projecting two-story bay at its north end, with windows in each of its three sides at both levels. This bay is supported by profiled brackets and topped with a projecting cornice with a swag fascia. To the right of this bay, additional windows are found at the first and second floors, one window per level.

The two-story bay is topped with a front-facing gable similar to those found at the Grove Street facade, although this gable does not project as far outward as the other gables. This gable also contains one window with a swan's neck pediment, and is topped with a finial. To the right of the gable, a later roof addition is visible, with a flat-topped gable profile that may reference the original roof's widow's walk. This addition is clad with clapboard siding, and has a paired window assembly.



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North Elevation

The north elevation faces an adjacent lot to the north, and is currently visible from the street because the neighboring lot is vacant (see Figure 16). This elevation has been more heavily altered, as it previously had several additions built onto it when the house served as an education center.



Figure 16. North elevation of 940 Grove Street, as viewed from across Steiner Street (Garavaglia Architecture, Inc., October 2016)

A narrow walkway separates the house from the neighboring lot at this elevation, with a wood fence built along the lot line (see Figure 17). The raised basement provides a secondary entrance to the house at this elevation, and several windows installed as part of the 2013–2015 renovation and rehabilitation of the house are located at this basement level as well.

The upper floors of the north elevation are clad almost entirely in wood clapboard siding, with few decorative elements. Toward the west end of the elevation, some of the decorative string-course wood trim and siding is continued from the west facade (see Figure 18). There are fewer windows on the first and second floors at this elevation compared to the Grove Street and Steiner Street facades, and there are no bays at this elevation. The windows are all the typical one-over-one double-hung wood windows found throughout the house.

A single front-facing gable is located at the attic level near the center of this elevation, with similar elements to the front-facing gable at the Steiner Street facade. To the left of this front-facing gable is an elevator bulkhead clad with clapboard siding. To the right of the front-facing gable is a shed-roofed dormer with three windows, as well as a chimney. A wood-picket railing is visible at the left end of the roofline, for the roof deck at the east elevation at the attic level.



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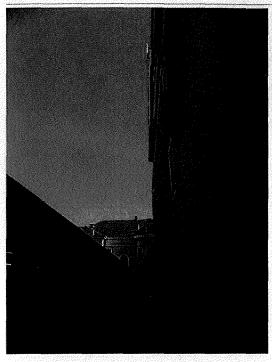


Figure 17. View of walkway running along the north elevation of 940 Grove Street, looking east (Garavaglia Architecture, Inc., October 2016)



Figure 18. View of continuation of decorative trim and siding from the Steiner Street facade onto the west end of the north elevation (Garavaglia Architecture, Inc., October 2016)



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East Elevation

The east elevation faces a neighboring lot to the east along Grove Street, and is minimally visible from Grove Street. This elevation is set back further from the lot line than the other elevations, with a large multilevel side yard separating 940 Grove from the neighboring house (see Figure 19).



Figure 19. East elevation of 940 Grove Street (Garavaglia Architecture, Inc., October 2016)

The concrete basement level is entirely exposed at this elevation, and has one paired window assembly at the left end of the elevation and a secondary entrance to the house at the right end. The upper levels of this elevation are almost entirely clad in wood clapboard siding, with some decorative wood trim elements carried over from the more elaborate Grove Street facade (see Figure 20)

Most of this elevation consists of an addition to the house that was built while the school served as an education center. This more recent addition is one story tall above the raised basement at its south end and two stories tall at its north end. Each of these addition elements is topped with a roof deck with wood-picket railings.

At the first floor, a window-and-door assembly opens onto a projecting balcony with a white picket railing. A single double-hung window is located at the second floor. At the attic level, paired glazed doors open onto the roof deck at this level, in a small addition that also contains the elevator bulkhead visible from the north elevation (see Figure 21). A paired window assembly is located to the left of this deck entrance at the attic level as well.

The roof decks at the east elevation have slate flooring. There are no front-facing gables at this elevation like those found at the other elevations of the house. The profile of the main flat-topped gable roof is visible at this elevation.



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Figure 20. Continuation of decorative trim and cornice elements from the Grove Street facade onto the secondary east elevation at the attic level (Garavaglia Architecture, Inc., October 2016)

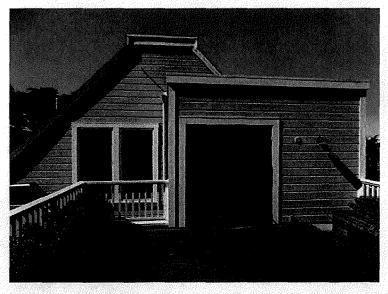


Figure 21. View of attic-level roof deck at the east elevation (Garavaglia Architecture, Inc., October 2016)



ASSESSMENT OF EXTERIOR FEATURES

Evaluation of Integrity

Integrity is the measure by which properties are evaluated. To retain integrity, a property must have most of the seven aspects of integrity as defined by the National Register Criteria for Evaluation. The seven aspects of integrity are quoted as follows:

- <u>Location</u>—Location is the place where the historic property was constructed or the place where the historic event occurred.
- <u>Design</u>—Design is the combination of elements that create the form, plan, space, structure, and style of a property.
- Setting—Setting is the physical environment of the historic property.
- <u>Materials</u>—Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration form a historic property.
- <u>Workmanship</u>—Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
- <u>Feeling</u>—Feeling is a property's expression of the aesthetic or historic sense of a particular period of time.
- <u>Association</u>—Association is the direct link between an important historic event or person and a historic property.

According to the Office of Historic Preservation's Technical Assistance Series Bulletin #6:

Integrity is the authenticity of an historical resource's physical identity evidenced by the survival of characteristics that existed during the resource's period of significance. Historical resources eligible for listing in the California Register must meet one of the criteria of significance described above and retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance. It is possible that historical resources may not retain sufficient integrity to meet the criteria for listing in the National Register, but they may still be eligible for listing in the California Register.²²

In general, the exterior of 940 Grove Street retains a very high degree of integrity relative to its period of significance (1895–1929) in the following areas:

• <u>Location</u>—940 Grove Street remains on its original site and maintains the same relationship with its immediate context (Alamo Square Park and surrounding buildings).

²² Office of Historic Preservation, Department of Parks and Recreation, California Register and National Register: A Comparison, Technical Assistance Series No. 6, ohp.parks.ca.gov/pages/1069/files/technical assistance bulletin 6 2011 update.pdf.



- <u>Design</u>—Much of the original 1895 design of 940 Grove Street remains today, including
 many of its decorative wood trim elements, the two-story window bays at the Grove and
 Steiner Street facades, and the elaborate entrance portico. Several additions have been
 built over the years, including multiple dormers at the roof and a large addition at the
 east elevation. While these additions modify the appearance of the building from how it
 looked when first constructed, they do not detract significantly from Pissis and Moore's
 design for the building.
- <u>Setting</u>—The setting around 940 Grove Street remains today as it has for the last century.
 The house's relationship with neighboring buildings and proximity to Alamo Square
 Park remains virtually unaltered since the end of the period of significance. The currently
 empty lots directly to the north of the property are an exception, as these were
 historically part of 940 Grove Street's lot, but will eventually be developed.
- <u>Materials</u>—The materials used at 940 Grove Street's exterior appear to be mostly original
 to the building or in-kind replacements (eg., the replacement wood double-hung
 windows). Some materials, such as the roof cladding, were changed due to deterioration.
 As such, 940 Grove Street retains integrity of materials.
- <u>Feeling</u>—With the rehabilitation work that was completed in 2015, 940 Grove Street has regained integrity of feeling, and conveys the historical sense of its period of significance, 1895–1929. Before this rehabilitation, the building had served as an educational facility, and had several large unsympathetic additions that reduced its integrity of feeling. Today, the building has a residential feeling once again, and appears quite similar on its street-facing facades as it did during the period of significance.
- Workmanship—The quality of construction and quality of materials are evident in the
 overall good condition of the building in spite of its many owners and periods of
 disrepair. The craftsmanship of the elaborate Queen Anne-style architectural detailing at
 the exterior is intact.
- <u>Association</u>—940 Grove remains associated with its period of significance from both an
 architectural and historical level. As the building has recently returned to single-family
 residential use, it also has a use-related association to its period of significance.

CHARACTER-DEFINING FEATURES AND FINISHES

Assessment of various features is done according to a prioritized evaluation system. Once the character defining features have been identified, each is assigned a priority rating to create a sense of the relative historical importance of these spaces and features. A rating scale of "Premier-Important-Contributing-Non-Contributing" is used. In general, this system allows for the analysis of the structure as a whole to guide what types of work should be done, and where such work could be completed with the least damage to the historic integrity of the resource.

The character-defining features of the entire Alamo Square Historic District, as determined by the San Francisco Planning Department, are as follows:

Small-scale residences with typical building heights of two to three stories



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- · Principally wood buildings
- Intense ornamentation (especially at entry and cornice)
- The use of basements and retaining walls to adjust for hillside sites²³

General Description of Character-Defining Features

Premier

A premier rating is given to those features that are directly associated with the identified period or periods of significance and whose contribution to the interpretation and communication of a historic resource is of primary importance. If these features are removed, the historic integrity of the resource is highly compromised. Depending on the size, scale, and relationship of these items with the period of significance, historic integrity could be lost altogether. For these reasons, when developing mitigation plans for project-related work, all elements labeled, "premier" should not be altered in any fashion and should be protected to the highest degree whenever possible. Failing to do so could result in significant impacts to the resource.

Premier Features

- Queen Anne-style facade ornamentation (eg., stringcourses, swan's neck pediments, carved fascias)
- Queen Anne-style irregular building massing, with asymmetrical elevations and multiple window bays and roof gables
- Entrance portico with marble steps, tile flooring, and Ionic support columns
- · Paired wood main entrance doors with carving and paneling
- · Multiple types of wood siding delineating different levels of the house
- Bay windows along Steiner and Grove elevations
- Flat-topped gabled roof profile, with front-facing gables at the south, west, and north elevations

Important

Features given a rating of important are also directly associated with the identified period or periods of significance and they also inform the interpretation and communication of the historic resource. These elements differ from premier elements because they embody, to a lesser degree, historic aspects of the resource. Sometimes they are secondary decorative elements, which if removed or altered would affect the space, but still allow the historic nature of the space to be discerned, even if in a more limited way. Other times they are associated with lesser aspects of the period of significance or are not documented to the original construction.

Important Features

- Concrete retaining wall at the south and east elevations along lot line
- Concrete steps leading to marble portico entrance steps
- Exposed concrete basement with faux-ashlar masonry detailing and grille-topped windows

²³ Bloomfield, "Alamo Square Historic District," 1.



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Contributing

Contributing elements augment the interpretation of historic significance but do not hold a high level of historic value themselves. They could be items that have been previously compromised, modern replacements for original items, been installed after the period of significance but are still of a high artistic or cultural value, still available for replacement in kind, or simply related to the period of significance but not of primary historic importance. The loss of contributing elements lessens the overall level of integrity of the historic resource but not to a level where its interpretation of significance or historical importance is severely compromised.

Contributing Features

- Replacement double-hung one-over-one wood windows with ogee lugs throughout
- Iron picket fence atop concrete retaining wall at the Grove Street facade

Non-Contributing

These elements are typically from outside the period of significance, are of poor quality, are still commercially available or are not related to the period of significance or any figures or events associated with the historic interpretation of the resource. When possible, all alterations and modifications should be undertaken with designs that only effect non-contributing elements, or that limit their disruptions to mostly non-contributing elements. Such designs will retain the maximum level of historic integrity and result in the least amount of damage and disruption to the resource as a whole.

Non-Contributing Features

- Composite shingle roof
- Shed-roofed dormers and elevator bulkhead at attic level
- Multilevel addition at east end of house
- Driveway entrance to sub-basement garage at Grove Street



Chapter 4

EXISTING CONDITIONS

940 Grove Street has recently been thoroughly rehabilitated and renovated, and as such, is in good to excellent condition overall. Very few conditions issues were noted in a site visit to the house on October 6, 2016.

SITE

The concrete retaining wall along the Grove Street lot line exhibits some limited cracking and displacement (see Figure 22). Limited portions of the concrete entrance stairs at the Grove Street facade are cracking or worn (see Figure 23).



Figure 22. Cracks in the historic concrete retaining wall along the Grove Street lot line of the property (Garavaglia Architecture, Inc., October 2016)





Figure 23. Cracking at concrete entrance steps at Grove Street where the railing interacts with the step (Garavaglia Architecture, Inc., October 2016)

EXTERIOR

Building Envelope

The exterior of the building was painted in 2015. Although recently applied, this paint is already beginning to fail, and this condition has been exacerbated by unusually heavy rains in early 2017 (see Figure 24).



Figure 24. Peeling paint at the south facade (Garavaglia Architecture, Inc., October 2016)



Windows & Doors

The double-hung windows at the upper floors of 940 Grove Street appear to be in good working condition, and were recently replaced to match the details, operation, and finish of the historic wood double-hung windows. The historic carved wood paired entrance doors were rehabilitated as part of the 2013–2015 renovation of the house, and are in excellent condition. All other exterior doors are non-historic.

Roofs and Drainage

At the time of the site visit, the condition of the roof was not fully ascertained; from initial reviews, however, the roof appears to be in excellent condition. The current roof was installed in 2014.

The slate flooring of the roof decks at the east elevation shows some signs of damage at the joints (see Figure 25). This damage may be due to drainage from plants located on these decks. It could also be caused by the plant pots, which may be leaching minerals onto the slate flooring.

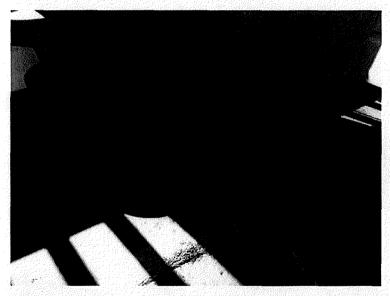


Figure 25. Water damage at the joints of the slate flooring at one of 940 Grove Street's roof decks (Garavaglia Architecture, Inc., October 2016)



TREATMENT SELECTION

According to the National Park Service, the Secretary of the Interior's Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that help protect our irreplaceable cultural resources. They cannot, in and of themselves, be used to make essential decisions about which features of the historic building should be saved and which can be changed. However, once a treatment is selected, the Standards provide philosophical consistency to the work.²⁴

The four treatment approaches are Preservation, Rehabilitation, Restoration, and Reconstruction, outlined below in hierarchical order and explained:

The first treatment, *Preservation*, places a high premium on the retention of all historic fabric through conservation, maintenance and repair. It reflects a building's continuum over time, through successive occupancies, and the respectful changes and alterations that are made.

Rehabilitation, the second treatment, emphasizes the retention and repair of historic materials, but more latitude is provided for replacement because it is assumed the property is more deteriorated prior to work. (Both Preservation and Rehabilitation standards focus attention on the preservation of those materials, features, finishes, spaces, and spatial relationships that, together, give a property its historic character.)

Restoration, the third treatment, focuses on the retention of materials from the most significant time in a property's history, while permitting the removal of materials from other periods.

Reconstruction, the fourth treatment, establishes limited opportunities to re-create a non-surviving site, landscape, building, structure, or object in all new materials.²⁵

Rehabilitation is the recommended treatment for the exterior maintenance and repair program at 940 Grove Street. The recommendations described below will be completed in compliance with these regulations.

Rehabilitation

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

As stated in the definition, the treatment "rehabilitation" assumes that at least some repair or alteration of the historic building will be needed in order to provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features, or finishes that are important in defining the building's historic character.

²⁴ National Park Service, "The Treatment of Historic Properties," NPS Technical Preservation Services website, http://www.nps.gov/tps/standards.htm, last accessed May 26, 2015.
²⁵ Ibid.



The following are the Secretary of the Interior's Standards for Rehabilitation:²⁶

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

²⁶ This section is quoted from National Park Service, "Rehabilitation as a Treatment," NPS Technical Preservation Services website, http://www.nps.gov/tps/standards/four-treatments/treatment-rehabilitation.htm, last accessed March 6, 2015.



RECOMMENDATIONS

While 940 Grove Street is in good to excellent condition overall, a number of recommendations are proposed for the exterior of the building. The recommendations include the inspection, maintenance, and repair of exterior elements of 940 Grove Street. The recommended work should be completed in accordance with the Secretary of the Interior's Standards for Rehabilitation, as well as the relevant Preservation Briefs, as issued by the National Park Service. The alteration, removal, or obscuring of any character-defining features of the building will be avoided in the implementation of the recommendations. When selecting contractors to carry out the following inspection, maintenance, and repair recommendations, ensure that the chosen contractor has experience in working with historic buildings and utilizing property preservation treatments.

Site

Concrete Retaining Wall and Entrance Stairs

The historic concrete retaining wall along the Grove Street lot line exhibits some limited cracking and displacement, and limited portions of the historic concrete entrance stairs at the Grove Street facade are cracking or worn. These areas should be monitored for further deterioration, and should be repaired if cracks increase in size.

When repairs occur, the historic concrete retaining wall and concrete stairs should be patched and repaired with a concrete repair mortar matching the texture and composition of the existing concrete. The newly repaired concrete retaining wall should be repainted to match the existing painted concrete with a breathable coating suitable for use on historic concrete.

Site Grading and Drainage

940 Grove Street's landscaping was overhauled in 2015, and is currently well maintained. The site grading and drainage should be inspected annually to ensure that water is draining away from the building, and should undergo regular maintenance. As part of the annual inspections, the base of the building should be reviewed for signs of moisture damage or animal infestation, and to ensure that there is at least six inches of clearance between soil and the wood siding. The building's drainage systems should also be observed immediately after major storms, as this will give the clearest indication of any issues in the systems. The site grading and drainage will likely need some level of repair or replacement within the next 10 years, to avoid water-related damage to the historic building.

Some minor regrading may be required to keep water from ponding around the building perimeter or running back under the building. Gutters and leaders should be cleared every six months or after any major weather event. Gutter and leader seams should be checked for proper seal and hangers checked for proper attachment.

Seismic Upgrades

A new reinforced concrete foundation was poured under the house, and four steel moment frames were installed that extend from below the new foundation up to the roof. Each steel column of the moment frame has tie beams that tie across all the house's floors and connect to the historic wood framing. These upgrades were designed to avoid altering, removing or obscuring character-defining features of the property and to reinforce the structural integrity of the house. No further seismic upgrades are recommended at this time.



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Building Envelope

Wood Siding and Decorative Trim

The wood siding and decorative trim was rehabilitated in 2015, and is currently in excellent condition. These elements should be inspected every 5 years, and will likely require limited repairs approximately every 10 years.

Damaged siding and trim boards should be removed and replaced in kind with high-quality wood siding and trim. Composite materials should be avoided since they inherently have either a highly smooth finish or a very artificial, repetitive grain that will be incompatible with the existing materials.

Wood trim on the exterior elevations that has come loose should be resecured to the facade in its original location. Corroded nails should be replaced with new rust-resistant nails.

For damaged or deteriorated siding with an area larger than one inch in any dimension, a wood Dutchman could be utilized to replace the removed material. For holes or voids smaller than one inch, wood filler may be used. Whether wood Dutchman or wood filler, the repair should be sanded smooth with the adjacent surface and prepared for priming and painting to match adjacent finish.

Painting

940 Grove Street's wood exterior was most recently repainted in 2015. While repainting should typically be completed approximately every 10 years, the exterior paint at 940 Grove Street has already begun to fail, and will need to be addressed sooner to prevent damage to the building's historic wood siding and trim from water and UV-related infiltration.

Preparation for new paint is very important. Loose paint should be removed to allow for proper adhesion of the new finish. For wood surfaces, gentle scraping and sanding with non-metallic tools is appropriate. Chemical removal systems such as gel-based "Peel Away" allow removal of multiple layers at a time without creating dust or loose debris. Follow manufacturers' instructions, including application and neutralization measures. Loose paint can be removed with a soft bristle brush, however more complete paint removal requires testing by a trained professional to determine a safe and effective means for removing paint. Pressure washing is not appropriate and may cause more damage to the historic materials than necessary.

Once the paint is removed down to a sound base layer, prepare the remaining paint surface for the application of an appropriate paint system as per the manufacturer's recommendations. The type of paint used should be compatible with that already existing on the building. Many modern paints will not adhere properly to older paint binders. Testing should be done prior to wholesale paint application.

When undertaking paint application, do not touch up limited areas, as this can cause a spotty appearance. Repaint the entire wall surface to a change of material direction or other obvious edge. Window frames and sashes may need more frequent attention, as the type of wood used is often not as resistant to the actions of wind, water, and sunlight. When painting windows, care should be taken to paint the glazing putty with a minimal overlap onto the glass.



Doors and Windows

The deteriorated historic wood windows and non-historic replacement aluminum windows at 940 Grove Street were replaced with new wood windows matching the historic windows in 2014. The historic paired wood entrance doors were rehabilitated in 2015. The wood windows and doors should be inspected annually. The newer wood windows should undergo basic maintenance to ensure operability at least every 10 years after their initial installation, and the historic wood doors will likely require repairs approximately every 10 years as well.

All window rollers and tracks shall be repaired/replaced as necessary. All window seals and weather stripping shall be replaced. As necessary, wood windows should be scraped, primed, and painted, with new perimeter joint caulking. If wood window assemblies are determined to be so deteriorated that rehabilitation is not feasible, replacement in-kind is acceptable. New window units should match original in operation, size, hardware, and finish. The historic wood entrance doors should be repaired rather than replaced, and as much of their historic fabric as possible should be retained in the repair process.

Main Roof and Roof Decks

Main Roof

The existing roofing system at 940 Grove Street was removed down to the substrate when the current owner took ownership of the house. A new roofing system was installed in 2014, including a waterproofing membrane and new asphalt shingles to replace the existing deteriorated asphalt shingles. The main gabled roof and its associated dormers should be inspected by a licensed roofing contractor every 5 years, or whenever leaks are detected. The current roofing system will likely need limited repairs after approximately 10 years, especially the flat deck portion at the peak of the gabled roof.

Repairs to the roof, or installation of a new roof, will avoid altering, removing or obscuring character-defining features of the building's roof, such as finials and carved fascia boards.

Roof Decks

940 Grove Street has several roof decks with slate floor paving and floor drains at its upper levels. This flooring, as well as railings and trim around the roof decks, was installed in 2015. Limited damage was observed at the joints in the slate paving, and should be addressed by ensuring that plants on these decks are draining properly, that the plant pots are not leaching minerals onto the slate paving, and by cleaning the existing residue on the slate paving and joints. If these areas are not sufficiently maintained, moisture could leak in to the building and cause damage. The roof decks and trim should be inspected annually, and will likely require repairs within the next 10 years.

When larger-scale repairs to the roof decks are made, care should be taken that these areas are appropriately waterproofed, to prevent damage to the surrounding historic wood siding and decorative trim. Any replacement trim or railing elements should match the existing in material and finish.



PRIORITIZATION OF REPAIRS

Short-term (next 6-36 months)

- Although 940 Grove Street's wood exterior was repainted in 2015, this paint has already
 begun to fail, and will need to be addressed as soon as possible to prevent damage to the
 building's historic wood siding and trim from water and UV-related infiltration. When
 repainting occurs, paint should removed down to a sound base layer, and the remaining
 paint surface should be prepared for the application of an appropriate paint system as
 per the manufacturer's recommendations. The type of paint used should be compatible
 with what already exists on the building.
- Perform annual inspections of the wood windows and doors, roof decks, rain gutters, and site grading and drainage. If any damage or deterioration is found, the extent and nature of the damage should be assessed. Limited damage observed at the joints in the slate flooring should be addressed as part of this annual inspection.

Medium-term (5+ years)

- Every five years, or as maintenance is needed, the wooden elements of the facade should be inspected. If any damage or deterioration is found, the extent and nature of the damage will be assessed.
- Every five years, or as leaks occur, a licensed roofing contractor should inspect the roof, pursuant to the roofing manufacturer's warranty.
- Patch cracks and deterioration at the historic concrete retaining wall and concrete
 entrance steps with a concrete repair mortar. The patched areas should match the
 composition and texture of the surrounding concrete. Paint the patched areas of the
 concrete retaining wall to match the surrounding painted concrete.
- The newer wood windows should undergo routine maintenance to ensure operability
 approximately 10 years after their initial installation (2014), and the historic wood doors,
 which were rehabilitated in 2015, will likely require repairs every 10 years as well.

Long-term (10+ years)

- Every 10 years, or as maintenance is needed, the roof deck flooring and trim should be
 repaired. When repairs to the deck are made, care should be taken that these areas are
 appropriately waterproofed, to prevent damage to the surrounding historic wood siding
 and decorative trim. Any replacement railing elements should match the existing
 railings in material and finish.
- The site grading and drainage will likely need widespread maintenance after 10 years, if not sooner, to avoid water-related damage to the historic building. Some minor regrading may be required to keep water from ponding around building perimeter or running back under the building.
- Every 10 years, or as maintenance is needed, the wooden elements of the facade should repaired as necessary. If any elements are determined to be damaged or deteriorated beyond repair, then replacement shall be made in-kind, with new wood elements to match the historic building material.
- The roofing system should be repaired approximately every 10 years, or as repairs are needed. Repairs to the roof will avoid altering, removing or obscuring characterdefining features of the roof, including decorative elements such as finials and carved fascia boards.



Chapter 7

SUMMARY

940 Grove Street is a significant building in the context of the development of San Francisco's western neighborhoods in the late nineteenth and early twentieth centuries. In support of a Mills Act application for the exterior repair of the property, this project was charged with creating a better understanding of the building. The goals of this HSR are:

- To provide a history of the house and its historical context
- To assess the conditions of the building's exterior, including any age-based deterioration
- · To develop a list of recommendations for the repair of this historic home

The property tax savings from the Mills Act contract will enable the property owners to preserve and rehabilitate the historic structure, which would otherwise be in danger of demolition, deterioration, or abandonment.

The building remains a significant contributor to the Alamo Square Historic District due to its high level of integrity relative to its period of significance (1895–1929). Designed by master architect Albert Pissis of the firm Pissis and Moore, 940 Grove Street is an exceptional example of the Queen Anne style in San Francisco.

HISTORICAL SUMMARY

The neighborhood surrounding Alamo Square became a destination for San Francisco's growing professional class at the turn of the century. These people were drawn to what was then the western edge of the city by clement weather, views, and access to public transportation. 940 Grove Street was designed by master architect Albert Pissis as one of San Francisco's grandest single-family residences. Eventually, the house transferred ownership and began to be used as educational and institutional space, leading to unsympathetic additions and alterations to the house as well as deferred maintenance of the historic fabric. Fortunately, due to the commitment of the current owners of the house, 940 Grove Street has been rehabilitated and returned to its original use.



CONDITIONS SUMMARY

940 Grove Street was constructed more than 120 years ago. During the twentieth century, it underwent a variety of alterations—not all of which were appropriate. Today, the interior is in excellent condition owing to a recent renovation. The exterior street-facing elevations look mostly as they did in 1895, with only modifications such as the addition of a garage along Grove Street and a large addition at the east end of the historic building. The Queen Anne design details with classical elements are intact. Limited cracking was observed in the historic concrete retaining wall and the entrance steps. Some peeling paint was seen at the exterior wood siding. Limited water damage was observed at the joints of the slate floor paving at the roof decks.

RECOMMENDATIONS SUMMARY

The building is in good to excellent condition overall, but should be regularly inspected and maintained to retain its historic fabric. Extant cracks in the historic concrete retaining wall and entrance steps should be repaired. Limited water damage at the roof decks' slate floor paving should be addressed. The wood windows and doors, roof decks, and site grading and drainage should be inspected annually. The wood siding and trim, as well as the main roof, should be inspected every five years. 940 Grove Street's wood exterior currently has limited peeling paint, and will likely need to be repainted within the next 10 years. Also within the next 10 years, repairs will likely need to be made to the wood windows and doors, wood siding and decorative trim, site grading and drainage, and main roof and roof decks.



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- ——. Window Replacement Standards: A Guide to Applying for a Window Replacement Permit, April 2010,
 - http://default.sfplanning.org/publications_reports/Standards_for_Window_Replacement.pdf.
- "Suicide of a Capitalist." San Francisco Chronicle, February 23, 1900, p. 5.
- Toscani, Peter. The Role of Gay Men as Pioneer Gentrifiers in Alamo Square. Submitted as Master's Thesis in Geography, San Francisco State University, 1997.



EXHIBIT E

940 GROVE ST, SAN FRANCISCO, CA 94117 2016 – 2017 FISCAL TAX YEAR SECURED PROPERTY TAX STATEMENT





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

(III	Block Lot 0798 058	Account Number 079800580	Tax Rate 1.1792%	Original Mail Date October 14, 2016	Property Locat 940 GROVE	
	January 1, 2016 TH-HANTAS FAMIL	YTRUST		Description	Assessed Value Full Value	Tax Amount
	SMITH-HANT/ SMITH JONAT PO BOX 1707 LOS ALTOS CA			Land Structure Fixtures Personal Property Gross Taxable Value Less HO Exemption Less Other Exemption Net Taxable Value	2,496,565 1,866,782 4,363,347	29,439,49 22,013.09 51,452.58 \$51,452.58

100 mm	Direct Charges and Special Assessments	
Code	Type Telephone Telephone	Amount Due
89	SFUSD FACILITY DIST (415) 355-2203	36.06
91	SFCCD PARCEL TAX (415) 487-2400	79.00
98	SF - TEACHER SUPPORT (415) 355-2203	236.98
	- 10 250 in the second	
	RECEIVED TELL 10 2000	

Total Direct Charges and Special Assessments

\$352.04

► TOTAL DUE	\$51,804.62
1st installment	2nd Installment
\$25,902.31	\$25,902.31
Due: November 1, 2016 Delinquent after Dec 10, 2016	Due: February 1, 2017 Delinquent after April 10, 2017

Pay online at SFTREASURER.ORG

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

City & County of San Francisco Secured Property Tax Bill: For Fiscal Year July 1, 2016 through June 30, 2017

Pay online at SFTREASURER,ORG

1	Voi	Block	Lot	Account Number	Tax Rate	Original Mali Date Property Location
l	06	0798	058	079800580	1.1792%	October 14, 2016 940 GROVE ST

Check if contribution to Arts Fund is enclosed. For other donation opportunities go to www.Give2SF.org

Detach stub and return with your payment. Write your block and lot on your check. 2nd Installment cannot be accepted unless 1st is pa

San Francisco Tax Collector Secured Property Tax P.O. Box 7426 San Francisco, CA 94120-7426 Delinquent after April 10, 2017

2nd Installment Due \$25,902.31

If paid or postmarked after April 10, 2017 the

amount due (includes delinquent penalty of 10% and other applicable fees) is:

0607980005800 032908 000000000 000000000 0000 2003

City & County of San Francisco Secured Property Tax Bill For Fiscal Year July 1, 2016 through June 30, 2017 Pay online at SFTREASURER.ORG

		11 1 Harris 12 1	the chart that the base of			to a transfer with the first term of the first t
Vol	Block	Lot	Account Number	Tax Rate	Original Mail Date	Property Location
06	0798	058	079800580	1.1792%	October 14, 2016	940 GROVE ST
(*********	All the second s	111717071

Check if contribution to Arts Fund Is enclosed. For other donation opportunities go to www.Give2SF.org

Detach stub and return with your payment. Write your block and lot on your check. If property has been sold, please forward bill to n

San Francisco Tax Collector Secured Property Tax P.O. Box 7426 San Francisco, CA 94120-7426 Delinquent after December 10, 2016

1st Installment Due \$25,902.31

if paid or postmarked after December 10, 2016 the amount due (includes delinquent penalty of 10% and other applicable fees) is: \$28,492.54

0607980005800 032908 000000000 00000000 0000 1003

PAYMENT OPTIONS

PAYMENT	PAYMENT PORTAL	AUTHORIZED TYPES	AVAILABILITY	CONVENIENCE FE
\$50,000 or greater	Various	If you plan to make an aggregate payment of \$50,000 or more, you are strongly encouraged to make your payment via electronic funds transfer (e-check, ACH or wire). You may find instructions on our web site SFTREASURER.ORG	Varies	Varies
E-Check*	SFTREASURERORG	Not all accounts are acceptable for electronic payments. If you plan to use an account other than a standard bank checking account, check with your financial institution before submitting payment.	Through June 30	NO FEE
Credit Card	SFTREASURER.ORG	American Express, Discover, MasterCard and Visa	Through June 30	Varies
Debit Card	SFTREASURER.ORG	Visa, Personal Debit, STAR, NYCE and PULSE, subject to bank's participation. If your bank does not authorize "PIN-less debit" transactions, your transaction will be processed as a credit card payment and be charged the corresponding convenience fee.	Through June 30	Varies
Wires	Electronic	See wire transfer instructions: www.sftreasurer.org/property-tax-payments	Year-round	PER BANK
Check		Check or bank draft drawn on a U. S. bank made payable to "San Francisco Tax Collector" and mailed to Office of the Treasurer and Tax Collector, P.O. Box 7426, San Francisco, CA 94120-7426. Include your Block and Lot numbers on your check.	Year-round	NO FEE
Cash	in Person Only**	U.S. currency	Year-round	NO FEE

** PREFERRED PAYMENT METHOD

** PREFERRED PAYMENT METHOD

** Payments can be made in person at (or delivered to) City Hall, Room 140, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102, during business hours (8am - 5pm, Monday - Friday, excluding holidays). Expect longer than normal wait times around delinquency dates due to payment volume.

**TAX COLLECTOR ISSUES (RECEIVING OR PAYING YOUR BILL)

For Information regarding current year tax payments you can speak to a customer service representative 24 hours per day by calling "3-1-1" from within 5an Francisco; if calling from outside the (415) area code, call (415) 701-2311. Property tax payment information is available from October 1 through June 30 at www.sftreasurer.org. The Tax Collector is located at City Hall -Room 140.

**ASSESSOR-RECORDER ISSUES (ASSESSED VALUE, MAILING ADDRESS, HOMEOWNER'S EXEMPTION)

For general assistance and information regarding the assessed value of your property, mailing address for your bill, or Homeowner's Exemption, you can speak to a customer service representative 24 hours per day by calling "3-1-1" from within San Francisco; if calling from outside the (415) area code, call (415) 701-2311. Forms and customer service representative 44 nours per day by calling '3-1-1' from within San Francisco; ir calling from during the representative 44 nours per day by calling '3-1-1' from within San Francisco; ir calling from during the first operation are also available on the Assessor's website at www.sfassessor.org. The Assessor-Recorder is located at City Hall-Room 190. If you disagree with the assessed value as shown on your tax bill, you have the right to an informal assessment review by contacting the Assessor-Recorder's Office are unable to agree on a proper assessed value pursuant to an informal assessment review, you have the right to file an application for reduction in assessment with the Assessment Appeals Board, located at City Hall - Room 405. You may submit a request for assistance at their website at www.sfgov.org/aab or by calling (415) 554-6778. The filing period is from July 2, 2016 to September 15, 2016.

IMPORTANT REMINDERS

If a "Tax-Defaulted" message is shown on the front of this bill, it indicates that prior year taxes are unpaid. Please contact a customer service representative by calling "3-1-1" within San Francisco; if calling from outside the (415) area code, call (415)701-2311 concerning prior year unpaid taxes. Filling an application for reduced assessment does not relieve the applicant from the obligation to pay the taxes before the applicable delinquent date shown on the tax bill. If a reduction is granted, refund of taxes will be made. The lien date was 12:01 A.M. on the first day of January 2016; if the deed was recorded after this lien date, the new owner's name will appear on the 2017-2018 property tax bill. New owners and current owners with new construction may be required to pay a supplemental tax bill. Supplemental tax bills are issued in addition to this annual tay hill

addition to this annual tax bill.

Property Tax Assistance for Senior Citizens, Blind, or Disabled Persons - The state budget did not include funding for the Gonsalves-Deukmejian-Petris Senior Citizens
Property Tax Assistance Law, which provides direct cash assistance. The Franchise Tax Board (FTB) will not Issue Homeowner and Renter Assistance (HRA) Program
Instruction booklets and will not accept HRA claims for the 2015 claim year. For the most current information on the HRA Program, go to fib.rat.gov and search for HRA.
Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons - In September 2014, Assembly Bill AB 2231 Chapter 703, Statutes of 2014, reinstated a
revised Property Tax Postponement (PTP) program. The State Controller's Office (SCO) will begin accepting new PTP applications beginning October 1, 2016. Go to the SCO
website at sco.ca.gov/ardtax_prop_tax_postponement.html for more information. If you have any questions, call 1.800.952.5661 or email postponement@sco.ca.gov.

- Payments must be made for the exact installment amount. Any payment remitted for less than the installment amount due is not acceptable and will be returned to the payor.
- · If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.
- This bill contains two payment stubs. No notice or tax bill will be mailed for the second installment payment. Please mark your calendar.
- The entire tax amount may be paid when the first installment is due. The second installment amount may be paid separately only if the first installment amount has been paid.
- · If any portion of the total amount due is unpaid after 5 PM on June 30, 2017, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.
- If a check is not honored by the bank, the tax payment is null and void and a \$50.00 RETURNED CHECK FEE will be charged.
- · Payments must be made for the exact installment amount. Any payment remitted for less than the installment amount due is not acceptable and will be returned to the payor.
- · If the delinquent date falls on a Saturday, Sunday or legal holiday, no penalty is charged if payment is made by 5 PM on the next business day.
- This bill contains two payment stubs. No notice or tax bill will be mailed for the second installment payment. Please mark your calendar.
- The entire tax amount may be paid when the first installment is due. The second installment amount may be paid separately only if the first installment amount has been paid.
- · If any portion of the total amount due is unpaid after 5 PM on June 30, 2017, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. After 5 years of tax delinquency, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.
- If a check is not honored by the bank, the tax payment is null and void and a \$50.00 RETURNED CHECK FEE will be charged.

Union Pierce Construction Inc

2914 Jackson Street San Francisco CA 94115

Estimate

Date	Estimate #
1/10/2017	0114-6

Name / Address		
Kat Hantas 940 Grove Street San Francisco CA 94117		

Project

Replace Windows or repair (in full or portion of for repair) 176,000.00 176,000.00 88,000.00 88,000.00 88,000.00 105,000.	Description	Qty	Rate	Total
Replace Exterior Doors or repair (in full or portion of repair) 88,000.00 88,000.00 Painting (In full or portion of repair) 105,000.00 105,000.00 Soco (in full or portion of repair) 52,000.00 52,000.00 Exterior Trim & Decks (in full or portion of repair) 110,000.00 110,000.00 Front facade (in full or portion of repair) 127,000.00 127,000.00 Site grading and drainage (in full or portion of repair) 95,000.00 95,000.00				
Painting (In full or portion of repair) Roof (in full or portion of repair) Sz,000.00 Sz,000.00 Sz,000.00 Sz,000.00 Sz,000.00 Sz,000.00 Sz,000.00 From facade (in full or portion of repair) Site grading and drainage (in full or portion of repair) Site grading and drainage (in full or portion of repair) Total				
Roof (in full or portion of repair) Exterior Trim & Decks (in full or portion of repair) Front facade (in full or portion of repair) Site grading and drainage (in full or portion of repair) Site grading and drainage (in full or portion of repair) Total	Replace Exterior Doors or repair (in full or portion of repair)			
Exterior Trim & Decks (in full or portion of repair) Front facade (in full or portion of repair) Front facade (in full or portion of repair) Site grading and drainage (in full or portion of repair) 95,000.00 Total	Painting (In full or portion of repair)			
Front facade (in full or portion of repair) 127,000.00 127,000.00 95,000.00 95,000.00 Total				
Site grading and drainage (in full or portion of repair) 95,000.00 95,000.00 Total				
Total	Front facade (in full or portion of repair)			
Total				
			Total	\$753,000.00

BOARD OF SUPERVISORS
SAN FRANCISOO

MAN DOT II PM L: 19

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October 10, 2017

Ms. Angela Calvillo, Clerk Board of Supervisors City and County of San Francisco City Hall, Room 244 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 1650 Mission St. Suite 400 San Francisco, CA 94103-2479

Reception: 415.558.6378

Fax: 415.558.6409

Planning Information: 415.558.6377

Re:

Transmittal of Planning Department Case Numbers: 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

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. 171103

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):	City elective office(s) held:
Members, Board of Supervisors	Members, Board of Supervisors
Contractor Information (Please print clearly.)	
Name of contractor: Smith-Hantas Family Trust, property owners	
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. Smith-Hantas Family Trust	an ownership of 20 percent or more in the contractor; (4)
Contractor address:	
940 Grove Street	
San Francisco, CA 94117	
Date that contract was approved:	Amount of contracts: \$34,044 (estimated property
(By the SF Board of Supervisors)	tax savings)
Describe the nature of the contract that was approved: Mills Act Historical Property Contract	
Comments:	
the board of a state agency (Health Authority, Housing Authority, Parking Authority, Redevelopment Agency Commission Development Authority) on which an appointee of the City electric control	rity Commission, Industrial Development Authority n, Relocation Appeals Board, Treasure Island
Print Name of Board	
Filer Information (Please print clearly.)	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, C	E-mail: Board.of.Supervisors@sfgov.org
Signature of City Elective Officer (if submitted by City elective office	Date Signed
Signature of Board Secretary or Clerk (if submitted by Board Secretar	ry or Clerk) Date Signed