File	No.	180987

Committee Item No.	5	
Board Item No.		

COMMITTEE/BOARD OF SUPERVISORS

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[Mills Act Historical Property Contract - 354-356 San Carlos Street]

Resolution approving an historical property contract between Joyjit and Preetha Nath, the owners of 354-356 San Carlos 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 and record 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. 180987, 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, 354-356 San Carlos Street is designated as a Contributor to the Liberty Hill 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 Joyjit & Preetha Nath, the owners of 354-356 San Carlos 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 354-356 San Carlos 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 10, 2018, which report is on file with the Clerk of the Board of Supervisors in File No. 180987 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.993, 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. 180987 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 Joyjit & Preetha Nath, the owners of 354-356 San Carlos Street, and the City and County of San Francisco is on file with the Clerk of the Board of Supervisors in File No. 180987 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 354-356 San Carlos Street; and

WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the owners of 354-356 San Carlos 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 354-356 San Carlos 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 Joyjit & Preetha Nath, the owners of 354-356 San Carlos 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 and record the historical property contract.

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

CALIFORNIA MILLS ACT HISTORIC PROPERTY AGREEMENT 354-356 SAN CARLOS 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 Joyjit & Preetha Nath ("Owners").

RECITALS

Owners are the owners of the property located at 354-356 San Carlos Street, in San Francisco, California (Block 3609, Lot 093). The building located at 354-356 San Carlos is designated as a Contributor to Liberty Hill Historic District (the "<u>Historic Property</u>"). 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 fifty thousand dollars (\$50,000.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately twenty-three thousand, one thousand six hundred dollars (\$1,600.00) annually (See Maintenance Plan, Exhibit B).

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

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

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

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

- Rehabilitation of the Historic Property. Owners will undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") according to certain standards and requirements. Those standards and requirements include, but are not limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. Owners will (a) apply for any necessary permits no more than six (6) months after the date this Agreement is recorded, (b) commence the work within six (6) months of receipt of necessary permits, and (c) complete the work within three (3) years from the date of receipt of permits. Upon written request by Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. The work will be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work may result in cancellation of this Agreement as set forth in Paragraphs 11 and 12 below.
- 3. <u>Maintenance.</u> Owners will maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in <u>Exhibit B</u> ("<u>Maintenance Plan</u>"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.
- <u>Damage</u>. If fifty percent (50%) or less of the Historic Property is damaged by any cause whatsoever, Owners will replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners will commence the repair work within thirty (30) days after the date of the damage and will diligently perform and complete the repair work within a reasonable time, as determined by City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners will apply for any necessary permits for the work within sixty (60) days after the date of the damage, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and diligently perform and complete the repair work within a reasonable period of time, as determined by City. Upon written request by Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work must comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 above. If twenty percent (20%) or more of the Historic Property is damaged due to a catastrophic event, such as an earthquake, or if more than fifty percent (50%) of the Historic Property is destroyed from any cause whatsoever, then City and Owners may mutually agree to terminate this Agreement and Owners will not be obligated to pay the cancellation fee set forth in Paragraph 12 below. Upon the termination, City will assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners will pay property taxes to City based upon that valuation as of the date of termination.

- 5. <u>Insurance</u>. Owners will obtain and maintain adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and will submit evidence of that insurance to City upon request.
- 6. <u>Inspections and Compliance Monitoring.</u> Before entering into this Agreement Owners have allowed, and every five years during the Term (defined in Paragraph 7 below) upon seventy-two (72) hours advance notice Owners will allow any representative of City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the term of this Agreement, Owners will provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.
- 7. <u>Term.</u> This Agreement will be effective on the recording date for a term of ten years from that date ("<u>Term</u>"), as it may be extended. As provided in Government Code section 50282, one year will be added automatically to the Term on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 below.
- 8. <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.
- Notice of Nonrenewal. If in any year of this Agreement either Owners or City desire not 9. to renew this Agreement, then that party will serve written notice on the other party before the annual renewal date. Owners must serve the written notice of nonrenewal to City at least ninety (90) days before the date of renewal. City must serve the written notice of non-renewal to Owners at least sixty (60) days before the date of renewal. If City elects not to renew the Agreement, then the Board of Supervisors must make City's determination that this Agreement will not be renewed and send a notice of nonrenewal to Owners. Upon receipt by Owners of a notice of nonrenewal from City, Owners may make a written protest. At any time before the renewal date, the City's Board of Supervisors may withdraw its notice of nonrenewal. If either party serves a notice of nonrenewal of this Agreement, this Agreement will remain in effect for the remaining balance of the Term. If either party elects not to renew this Agreement, then the electing party may cause a notice of nonrenewal in the form attached as Exhibit C to this Agreement to be completed and recorded. Upon the expiration of this Agreement, City will assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners will pay property taxes to City based upon that valuation as of the date of expiration.
- 10. <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 City, Owners will pay City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners will pay City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 above.
- 11. <u>Default.</u> If City determine that any of the following have occurred, City will give Owners written notice by registered or certified mail specifying the failure:
- (a) Owners' failure to timely complete the rehabilitation work set forth in <u>Exhibit A</u>, in accordance with Paragraph 2 above;
- (b) Owners' failure to maintain the Historic Property as set forth in <u>Exhibit B</u>, in accordance with Paragraph 3 above;

(c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 above;

(d) Owners' failure to allow any inspections or requests for information, as provided in

Paragraph 6 above;

(e) Owners' failure to pay any fees requested by City as provided in Paragraph 10 above;

(f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 above; or

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

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

- 12. <u>Cancellation.</u> If the Board of Supervisors determines that an event of default has occurred and elects to cancel the contract, then Owners will pay a cancellation fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor will determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee will be paid to the City Tax Collector at such time and in such manner as City may prescribe. As of the date of cancellation, Owners will pay property taxes to City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.
- 13. <u>Enforcement of Agreement.</u> No failure by City to cancel this Agreement or file an action will be deemed to be a waiver of this Agreement or any claim for an event of default under this Agreement.
- Indemnification. Owners will indemnify, defend, and hold harmless City and all of its 14. boards, commissions, departments, agencies, agents, and employees (individually and collectively, the "Indemnitees") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property; (c) the condition of the Historic Property; (d) any construction or other work undertaken on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification will include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the Indemnitees and the Indemnitees' cost of investigating any claim. In addition to Owners' obligation to indemnify the Indemnitees, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend the Indemnitees from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners, and continues at all times thereafter. Owners' obligations under this Paragraph survive termination of this Agreement.
- 15. <u>Eminent Domain.</u> In the event that a the Historic Property is acquired in whole or part by eminent domain or other similar action, this Agreement will be cancelled and no cancellation fee will be imposed, as provided by Government Code Section 50288.

- 16. <u>Binding on Successors and Assigns.</u> The covenants, benefits, restrictions, and obligations contained in this Agreement will run with the land and be binding upon and inure to the benefit of all successors in interest and assigns of Owners. Successors in interest and assigns have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.
- 17. <u>Legal Fees.</u> If either City or Owners fail to perform any of their obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights under this Agreement, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.
- 18. <u>Governing Law.</u> This Agreement will be construed and enforced in accordance with the laws of the State of California.
- 19. <u>Recordation.</u> Within 20 days after the date of execution of this Agreement, the parties will cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco.
- 20. <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.
- 21. <u>No Implied Waiver.</u> No failure by City to insist on the strict performance of any obligation of Owners under this Agreement or to exercise any right, power, or remedy arising out of an event of default or breach of this Agreement will constitute a waiver of the event of default or breach or of City's right to demand strict compliance with any terms of this Agreement.
- 22. <u>Authority</u>. If Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of Owners covenants and warrants that the entity is a duly authorized and existing entity, that the entity has and is qualified to do business in California, that Owners have full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Owners are authorized to do so.
- 23. <u>Severability</u>. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each other provision of this Agreement will be valid and enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.
- 24. <u>Tropical Hardwood Ban.</u> City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical hardwood product.
- 25. <u>MacBride Principles</u>. City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Owners acknowledge that it has read and understands the above statement of City concerning doing business in Northern Ireland.

- 26. <u>Sunshine</u>. Owners understand and agree that under the San Francisco Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement or the Mills Act are public records subject to public disclosure.
- 27. <u>Conflict of Interest</u>. Through its execution of this Agreement, Owners acknowledge that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the San Francisco Campaign and Governmental Conduct Code, and California Government Code section 87100 et seq. and section 1090 et seq., and certifies that it does not know of any facts that constitute a violation of those provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the Term.
- 28. Notification of Limitations on Contributions. Through execution of this Agreement, Owners acknowledge that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by City and the contractor. Negotiations are terminated when City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.
- 29. <u>Nondiscrimination</u>. In the performance of this Agreement, Owners agree not to discriminate on the basis of the fact or perception of a person's, race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes, against any City employee, employee of or applicant for employment with Owners, or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by Owners. A similar provision must be included in all subordinate agreements let, awarded, negotiated, or entered into by Owners for the purpose of implementing this Agreement.
- 30. <u>Exhibits</u>. <u>Exhibits A, B,</u> and <u>C</u> attached to this Agreement are incorporated and made a part of this Agreement by reference.
- 31. <u>Charter Provisions.</u> This Agreement is governed by and subject to the provisions of the City Charter.
- 32. <u>Signatures.</u> This Agreement may be signed and dated in counterparts, and when all counterparts are assembled, will be considered one document.

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

CITY AND COUNTY OF SAN FRANCISCO:

By:	(signature)	DATE:Assessor-Recorder
	(name), A	Assessor-Recorder
Ву:	(signature)	DATE:
	(name), r	on cotor of Franking
APPROVED AS TO FORM: DENNIS J. HERRERA CITY ATTORNEY		
Ву:	(signature) (name), D	DATE:
OWNERS		
By:	(signature)	DATE:
By:Preetha Nath, Owner	(signature)	DATE:
OWNER(S)' SIGNATURE(S) MUST ATTACH PUBLIC NOTARY FORM	Γ BE NOTARIZED.	

Exhibit A: Rehabilitation/Restoration Plan for 354-356 San Carlos Street

#1 Building Feature: Removal of non-original stucco and other features Rehab/Restoration Maintenance Completed Proposed Proposed Contract Year Work Completion: 2016 Total Cost: \$25,000 Description of Work: Non-original stucco was carefully removed from the front façade of the building to reveat the original wood siding. Non-original windows were removed from the house. The non-original stair and site work at the front of the building was also removed. Best preservation practices were utilized to protect existing features to remain from damage. Work was performed by qualified persons with experience with historic buildings.
#2 Building Feature: Horizontal wood siding, wood trim and wood decorative features Rehab/Restoration ☑ Maintenance □ Completed ☑ Proposed □ Contract Year Work Completion: 2016 Total Cost: \$41,000 Description of Work:
Once the stucco was removed all exterior wood elements were evaluated for repair. Missing elements were recreated to match existing similar. Broken elements were repaired with a wood patch if larger than 2" or epoxy if smaller. All rot was removed and patched or repaired. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic wood elements.
#3 Building Feature: Wood Windows Rehab/Restoration ☑ Maintenance □ Completed ☑ Proposed □ Contract Year Work Completion: 2016 Total Cost: \$38,000
Description of Work: Most of the windows were non-original and removed and replaced with new to match the existing original. The original wood windows were repaired in place. Each one was inspected for operation and deterioration. Wood was repaired by Dutchman patch or epoxy and repainted. Glass was replaced where necessary. Ropes and hardware were replaced where missing or broken. Sealants and weather-stripping was installed to be minimally visible. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic wood windows and was in conformance with NPS Preservation Brief #9 The Repair of Historic Wooden Windows.
#4 Building Feature: Exterior paint Rehab/Restoration ☑ Maintenance □ Completed ☑ Proposed □ Contract Year Work Completion: 2016 Total Cost: \$25,000 Description of Work: The entire boyes was required once require were completed. Post preservation practices.
The entire house was repainted once repairs were completed. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic

#5 Building Feature: New wood stair Rehab/Restoration ☑ Maintenance ☐ Completed **☑** Proposed □ Contract Year Work Completion: 2016 Total Cost: \$15,000 Description of Work: The non-original stair was replaced with a reconstruction of the original. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic buildings. #6 Building Feature: Foundation and Structural work Rehab/Restoration ☑ Maintenance ☐ Completed **☑** Proposed □ Contract Year Work Completion: 2016 \$173,000 Total Cost: Description of Work: The project included a full seismic upgrade with a new concrete slab and foundation on the ground floor and shear walls on the upper floors. Two moment frames were also installed. Best preservation practices were utilized to protect existing features to remain from damage. Work was performed by qualified persons with experience with historic buildings. #7 Building Feature: Roof Rehab/Restoration ☑ Maintenance □ Completed □ Proposed **☑** Contract Year Work Completion: 2029 Total Cost: \$12,200 Description of Work: The roof is nearing the end of its material life and is due to be replaced. The size, shape

and configuration of the roof will be retained. Best preservation practices will be utilized during installation of the new roofing material to protect existing features to remain from damage. Work will be performed by qualified persons with experience with historic

buildings and in conformance with NPS Preservation Brief #10 Exterior Paint Problems

on Historic Woodwork.

buildings.

Exhibit B: Maintenance Plan for 354-356 San Carlos Street

8 Building Feature: Roof, gutters and drains
Rehab/Restoration Maintenance Completed Proposed Contract Year Work Completion: Annually Cotal Cost: \$500 Description of Work:
The roof, gutters and drains are to be inspected and cleaned every year. Debris is to be emoved. Standing water is to be drained and the drainage issue resolved. Material eterioration is to be repaired. Drain and gutter attachments are to be checked and eattached if necessary. Evidence of leaks or standing water are to be addressed. Best reservation practices will be utilized during inspection to protect existing features from amage. Work will be performed by qualified persons with experience with historic utildings.
9 Building Feature: Wood Windows Lehab/Restoration □ Maintenance ☑ Completed □ Proposed ☑ Contract Year Work Completion: Annually Cotal Cost: \$500
Description of Work: The interior and exterior of the windows will be cleaned annually by hand. Limited wate will be used. There will be no power washing. Each window will be checked for peration as much as possible but annually at a minimum. The replacement windows will be under warranty for at least ten years. Any issues will be brought to the attention of the nanufacturer or installer for resolution. Maintenance will conform to manufacturer's astructions. Any issue with the original windows, such as broken sash cord or detached weight will be addressed by qualified persons with experience with historic wood windows and in conformance with NPS Preservation Brief #9 The Repair of Historic Wooden Windows. Any sign of water on the interior of any of the windows will be addressed immediately. Hardware for windows will be lubricated as necessary or as escribed by the manufacturer.
10 Building Feature: Foundation and structure ehab/Restoration □ Maintenance ☑ Completed □ Proposed ☑ ontract Year Work Completion: Annually otal Cost: \$100 escription of Work:
ach year the building will be inspected for cracks. Any cracks found in the concrete bundation or slab or diagonal cracks found on the interior drywall will be recorded. A rack gauge will be installed on cracks larger than a 1/4". If movement is recorded a ructural engineer will be brought in to determine cause.
11 Building Feature: Wood stairs ehab/Restoration □ Maintenance ☑ Completed □ Proposed ☑ ontract Year Work Completion: Annually otal Cost: \$500

Description of Work:

The painted wood stair will be cleaned every year. Careful pressure washing is ok if best preservation practices are utilized to protect other features from damage and work is performed by qualified persons with experience with historic buildings. Repaint where paint is failing. The underside of stairs will be inspected for mold and rot. If found, the wood will be repaired or replaced.

#12 Building I	Feature: Ho	orizontal	wood sic	ling, w	ood tri	m anc	l woo	d deco	rative	featu	ires
Rehab/Restora	tion \square M	aintenanc	e 🗹	Com	pleted			Propos	sed 🗹]	
Contract Year	Work Con	npletion:	Ever	y five y	ears			_			
Total Cost:	\$500	-		_							
Description of	Work:										
- ·	1.0			•		•		1 001	4		

The exterior wood features have been recently repaired and painted. There should be no reason to repaint the building for at least twenty years. Should the paint show failure in any location a qualified person with experience with historic buildings will assess the cause of the problem in conformance with NPS Preservation Brief #10 Exterior Paint Problems on Historic Woodwork. Every five years the exterior wood work will be very gently cleaned of dirt and debris by hand and without the use of excessive water. The work will be performed by qualified persons with experience with historic buildings.

7. Other Information

Photographs

Figure 1. Before image of 354-356 San Carlos St. taken in 2012. Front facade view looking east.

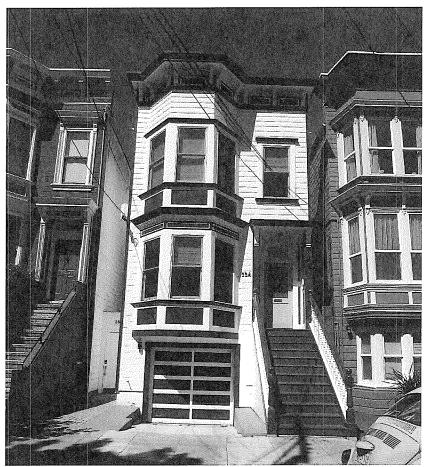


Figure 2. After image of 354-356 San Carlos taken in 2016. Front facade, view looking east.



PLANNING DEPARTMENT

Mills Act Historical Property Contracts Case Report

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

Reception: 415.558.6378

Fax.

415.558.6409

Planning Information: 415.558.6377

Hearing Date:

October 3, 2018

Staff Contact:

Shannon Ferguson - (415) 575-9074

shannon.ferguson@sfgov.org

Reviewed By:

Tim Frye – (415) 575-6822

tim.frye@sfgov.org

a. Filing Date:

May 1, 2018

Case No.:

2018-006629MLS

Project Address:

2253 Webster Street (District 2)

Landmark District:

Contributor to the Webster Street Historic District

Zoning:

RH-2 (Residential-House, Two-Family District)

Height &Bulk:

40-X

Block/Lot:

0612/001

Applicant:

Virginia Hong Revoc Living Trust

2253 Webster Street San Francisco, CA 94115

b. Filing Date:

May 1, 2018

Case No.:

2018-006717MLS

Project Address:

353 Kearny Street (District 3)

Landmark District:

Category IV-Contributory Building to Kearny-Market-Mason-Sutter

Conservation District

Zoning:

C-3-O - Downtown-Office

Height and Bulk:

80-130-F

Block/Lot:

0270/001

Applicant:

Pine Kearny LLC

590 Pacific Avenue

San Francisco, CA 94133

c. Filing Date:

May 1, 2018

Case No.:

2018-006796MLS

Project Address:

465-467 Oak Street (District 5)

Landmark District:

Contributor to the California Register of Historical Places-listed

Hayes Valley Residential Historic District

Zoning:

RTO (Residential Transit Oriented District)

Height and Bulk:

40-X

Block/Lot:

0840/017

Applicant:

Joseph E & Jennifer A Laska Jnt Lvg Trust

467 Oak Street

San Francisco, CA 94102

www.sfplanning.org

Mill Act Applications October 3, 2018

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

d. Filing Date:

May 1, 2018

Case No.:

2018-006690MLS

Project Address:

587 Waller Street (District 8)

Landmark District:

Contributing building to Duboce Park Historic District

Zoning:

RTO (Residential Transit Oriented District)

Height and Bulk:

40-X

Block/Lot:

0865/021

Applicant:

Christopher Hansten & June Kwon

4658 18th St. PH

San Francisco, CA 94114

e. Filing Date:

May 1, 2017

Case No.:

2018-006794MLS

Project Address:

354-356 San Carlos Street (District 9)

Landmark District:

Contributor to Liberty Hill Historic District

RTO-M - Residential Transit Oriented - Mission

Zoning:

Height and Bulk:

40-X

Block/Lot: Applicant: 3609/093 Joyjit & Preetha Nath

354 San Carlos Street

San Francisco, CA 94110

f. Filing Date:

May 1, 2017

Case No.:

2018-007338MLS

Project Address:

811 Treat Avenue (District 9)

Landmark District:

Individually listed on the National Register of Historic Places

Zoning:

RH-3 – Residential-House, Three Family

Height and Bulk:

40-X

Block/Lot:

3613/053

Applicant:

Golden Gate Properties LLC

2170 Sutter Street

San Francisco, CA 94115

PROPERTY DESCRIPTIONS

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

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

PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

MILLS ACT REVIEW PROCESS

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

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

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

MILLS ACT REVIEW PROCEDURES

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

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

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

APPLICABLE PRESERVATION STANDARDS

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

TERM

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

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PLANNING DEPARTMENT
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Mill Act Applications October 3, 2018

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

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

ELIGIBILITY

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

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

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

Residential Buildings

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

Commercial, Industrial or Mixed Use Buildings

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

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

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

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

PUBLIC/NEIGHBORHOOD INPUT

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

STAFF ANAYLSIS

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

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

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

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

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

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

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

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

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Mill Act Applications October 3, 2018

2018-006629MLS (2253 Webster Street); 2018-006717MLS (353 Kearny Street); 2018-006796MLS (465-467 Oak Street); 2018-006690MLS (587 Waller Street); 2018-006794MLS (354-356 San Carlos Street); 2018-007338MLS (811 Treat Avenue)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. <u>354-356 San Carlos 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 under \$3,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report.

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

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

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

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

f. <u>811 Treat Avenue:</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 under \$3,000,000 (see attached Market Analysis and Income Approach reports) and did not require a Historic Structure Report.

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

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

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

ASSESSOR-RECORDER INFORMATION

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

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

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

PLANNING DEPARTMENT RECOMMENDATION

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

ISSUES AND OTHER CONSIDERATIONS

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

HISTORIC PRESERVATION COMMISSION ACTIONS

Review and adopt a resolution for each property:

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

Attachments:

a. 2253 Webster Street:

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program& Maintenance Plan

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

Pre-Approval Inspection Report

Mills Act Application

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PLANNING DEPARTMENT

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Mill Act Applications October 3, 2018

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

b. 353 Kearny Street:

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

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

Pre-Approval Inspection Report

Mills Act Application

Historic Structure Report

c. 465-467 Oak Street:

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

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

Pre-Approval Inspection Report

Mills Act Application

d. 587 Waller Street:

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

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

Pre-Approval Inspection Report

Mills Act Application

e. 354-356 San Carlos Street:

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

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

Pre-Approval Inspection Report

Mills Act Application

f. 811 Treat Avenue:

Draft Resolution

Draft Mills Act Historical Property Contract

Draft Rehabilitation Program & Maintenance Plan

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

Pre-Approval Inspection Report

Mills Act Application

Historic Preservation Commission Resolution No. 993

HEARING DATE OCTOBER 3, 2018

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

Reception: 415.558.6378

Fax:

415.558.6409

Planning Information: 415.558.6377

Case No.:

2018-006794MLS

Project Address:

354-356 San Carlos Street (District 9)

Landmark District:

Contributor to Liberty Hill Historic District

Zoning:

RTO-M - Residential Transit Oriented - Mission

Height and Bulk:

40-X

Block/Lot:

3609/093

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 354-356 SAN CARLOS 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 354-356 San Carlos Street is listed under Article 10 of the San Francisco Planning Code Planning Code as a Contributor to the Liberty Hill Historic District and thus qualifies as a historic property; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, Historical Property Contract, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 354-356 San Carlos Street, which are located in Case Docket No. 2018-006794MLS. 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 354-356 San Carlos 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 3, 2018, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 354-356 San Carlos Street, which are located in Case Docket No. 2018-006794MLS.

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 354-356 San Carlos 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 354-356 San Carlos Street, and other pertinent materials in the case file 2018-006794MLS to the Board of Supervisors.

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

Ionas P Ionin

Commissions Secretary

AYES:

Wolfram, Hyland, Black, Johns, Matsuda, Pearlman

NOES:

None

ABSENT:

Johnck

ADOPTED:

October 3, 2018

Exhibit A: Rehabilitation/Restoration Plan for 354-356 San Carlos Street

#1 Building Feature: Removal of non-original stucco and other features
Rehab/Restoration ☑ Maintenance ☐ Completed ☑ Proposed ☐
Contract Year Work Completion: 2016
Total Cost: \$25,000
Description of Work:
Non-original stucco was carefully removed from the front façade of the building to revea
the original wood siding. Non-original windows were removed from the house. The non-
original stair and site work at the front of the building was also removed. Best
preservation practices were utilized to protect existing features to remain from damage. Work was performed by qualified persons with experience with historic buildings.
work was performed by quantied persons with experience with instoric bundings.
#2 Building Feature: Horizontal wood siding, wood trim and wood decorative features
Rehab/Restoration ☑ Maintenance ☐ Completed ☑ Proposed ☐
Contract Year Work Completion: 2016
Total Cost: \$41,000
Description of Work:
Once the stucco was removed all exterior wood elements were evaluated for repair.
Missing elements were recreated to match existing similar. Broken elements were
repaired with a wood patch if larger than 2" or epoxy if smaller. All rot was removed and
patched or repaired. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic wood elements.
quantied persons with experience with historic wood elements.
#3 Building Feature: Wood Windows
Rehab/Restoration ☑ Maintenance ☐ Completed ☑ Proposed ☐
Contract Year Work Completion: 2016
Total Cost: \$38,000
Description of Work:
Most of the windows were non-original and removed and replaced with new to match the
existing original. The original wood windows were repaired in place. Each one was
inspected for operation and deterioration. Wood was repaired by Dutchman patch or
epoxy and repainted. Glass was replaced where necessary. Ropes and hardware were
replaced where missing or broken. Sealants and weather-stripping was installed to be
minimally visible. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic wood windows and was in conformance
with NPS Preservation Brief #9 The Repair of Historic Wooden Windows.
William S Treservation Bitel hy The Repair of Historie Wooden Whiteons.
#4 Building Feature: Exterior paint
Rehab/Restoration ☑ Maintenance ☐ Completed ☑ Proposed ☐
Contract Year Work Completion: 2016
Total Cost: \$25,000
Description of Work:
The entire house was repainted once repairs were completed. Best preservation practices
were utilized. Work was performed by qualified persons with experience with historic

#5 Building Feature: New wood stair		
	Completed ☑	Proposed \square
Contract Year Work Completion: 2016		
Total Cost: \$15,000		
<u>Description of Work:</u> The non-original stair was replaced with a rec	construction of the ori	ainal Rest
preservation practices were utilized. Work wa		
experience with historic buildings.	is personal of quari	persons man
#6 Building Feature: Foundation and Structura	<u>al work</u>	
	Completed ☑	Proposed □
Contract Year Work Completion: 2016		
Total Cost: \$173,000		
<u>Description of Work:</u> The project included a full seismic upgrade with	ith a new concrete sla	h and foundation on
the ground floor and shear walls on the upper		
installed. Best preservation practices were util		
from damage. Work was performed by qualifi	ied persons with expe	rience with historic
buildings.		
47 Duilding Footunes Doof		
#7 Building Feature: Roof	Commissed [Duana and 17
Rehab/Restoration ☑ Maintenance ☐ Contract Year Work Completion: 2029	Completed □	Proposed ☑
Total Cost: \$12,200		
Description of Work:		
The roof is nearing the end of its material life	and is due to be repla	ced. The size, shape
and configuration of the roof will be retained.	-	<u>-</u>
during installation of the new roofing material		
damage. Work will be performed by qualified	persons with experien	nce with historic

buildings and in conformance with NPS Preservation Brief #10 Exterior Paint Problems

on Historic Woodwork.

buildings.

Exhibit B: Maintenance Plan for 354-356 San Carlos Street

#8 Building Feature: Roof, gutters and drai	<u>ns</u>	
Rehab/Restoration ☐ Maintenance ☑ Contract Year Work Completion: Annu	Completed □ ally	Proposed ☑
Total Cost: \$500		
Description of Work: The roof, gutters and drains are to be inspective removed. Standing water is to be drained and deterioration is to be repaired. Drain and gureattached if necessary. Evidence of leaks of preservation practices will be utilized durind damage. Work will be performed by qualifications.	nd the drainage issue reatter attachments are to or standing water are to ag inspection to protect	be checked and be addressed. Best existing features from
#9 Building Feature: Wood Windows Rehab/Restoration □ Maintenance ☑ Contract Year Work Completion: Annua Total Cost: \$500	Completed □ ally	Proposed ☑
Description of Work: The interior and exterior of the windows wi will be used. There will be no power washin operation as much as possible but annually be under warranty for at least ten years. An manufacturer or installer for resolution. Mainstructions. Any issue with the original windows will be addressed by qualified persolution windows and in conformance with NPS Prewooden Windows. Any sign of water on the addressed immediately. Hardware for windows described by the manufacturer.	ng. Each window will be at a minimum. The rep y issues will be brough intenance will conformations, such as broken as with experience with exervation Brief #9 <i>The</i> to interior of any of the second will be a second with the second with th	be checked for lacement windows will to the attention of the to manufacturer's sash cord or detached historic wood Repair of Historic windows will be
#10 Building Feature: Foundation and struct Rehab/Restoration	Completed □ ally cracks. Any cracks for on the interior drywall	will be recorded. A
structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in to determine the structural engineer will be brought in the structural engineer will be bro	ermine cause. Completed □	Proposed ☑

Description of Work:

The painted wood stair will be cleaned every year. Careful pressure washing is ok if best preservation practices are utilized to protect other features from damage and work is performed by qualified persons with experience with historic buildings. Repaint where paint is failing. The underside of stairs will be inspected for mold and rot. If found, the wood will be repaired or replaced.

#12 Building Feature: Horizontal w	<u>ood sid</u>	ling, wood trim ar	nd wood decorative features
Rehab/Restoration Maintenance	· 🗸	Completed □	Proposed ☑
Contract Year Work Completion:	Ever	y five years	-
Total Cost: \$500			
Description of Work:			

The exterior wood features have been recently repaired and painted. There should be no reason to repaint the building for at least twenty years. Should the paint show failure in any location a qualified person with experience with historic buildings will assess the cause of the problem in conformance with NPS Preservation Brief #10 Exterior Paint Problems on Historic Woodwork. Every five years the exterior wood work will be very gently cleaned of dirt and debris by hand and without the use of excessive water. The work will be performed by qualified persons with experience with historic buildings.

7. Other Information

Photographs



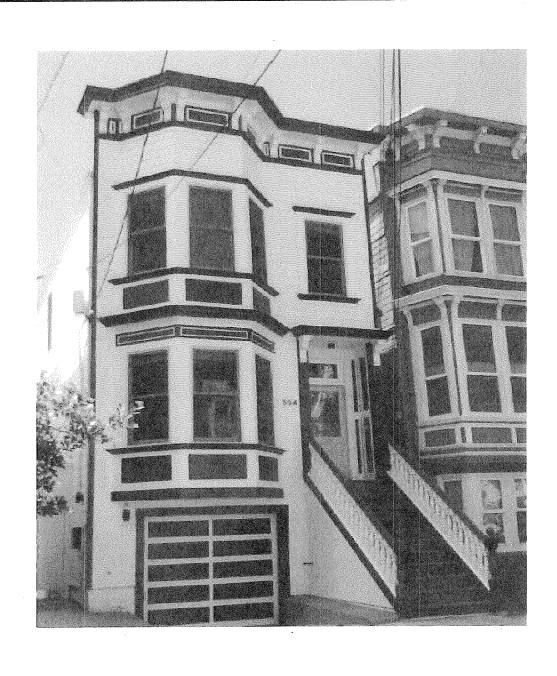
Figure 1. Before image of 354-356 San Carlos St. taken in 2012. Front facade view looking east.



Figure 2. After image of 354-356 San Carlos taken in 2016. Front facade, view looking east.



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



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

APN:

3609-093

Valuation Date:

7/1/2018

Address:

354-356 San Carlos St

Application Date:

5/1/2018

SF Landmark No.:

N/A

Application Term:

1 year

Applicant's Name:

Joyjit & Preetha Nath

Last Sale Date:

8/29/2012

Agt./Tax Rep./Atty:

N/A

Fee Appraisal Provided:

None provided

Last Sale Price:

\$1,100,000

FACTORED BASE YE	AR (ROLL) VALUE	INCOME CAPITALIZA	ATION APPROACH	SALES COMPAR	RISON APPROACH
Land	\$833,338	Land	\$693,997	Land	\$990,000
Imps.	\$709,844	Imps.	\$462,664	Imps.	\$660,000
Personal Prop	\$100	Personal Prop	\$100	Personal Prop	\$100
Total	\$1,543,282	Total	\$1,156,661	Total	\$ 1,650,100

Property Description

Property Type:

MRES

Year Built:

Stories:

1900

Neighborhood:

Inner Mission

Type of Use:

Multi-family

Total Rentable Area:

2.070sf Land Area: 1,611sf

Owner-Occupied:

Yes, One Unit

3

Zoning:

RTO-M

Unit Types:

Residential

Total No. of Units:

2

Parking Spaces: 2-car garage

Special Conditions

Property underwent significant renovations in 2015-2016. This included a full seismic upgrade with new foundation, creating a new unit in existing storage space, combining existing two units into one and renovating kitchen, baths, adding bedrooms, moving stairs, etc.

Conclusions and Recommendations

	Per Unit	Per SF	Total
Factored Base Year Roll Value	\$771,641	\$746	\$1,543,282
Income Approach - Direct Capitalization	\$578,330	\$559	\$1,156,661
Sales Comparison Approach	\$825,050	\$797	\$1,650,100
Recommended Value Estimate	\$578,330	\$559	\$1,156,661

Appraiser:

K Blackfield

Principal Appraiser: C Hoffman

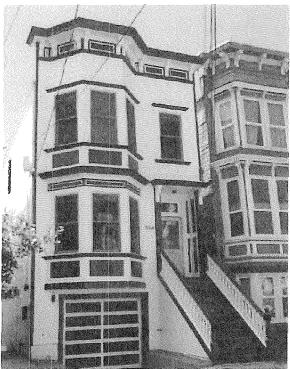
Hearing Date: 9/1/2018

SUBJECT PHOTOGRAPHS AND LOCATOR MAP

Address: 354-356 San Carlos St

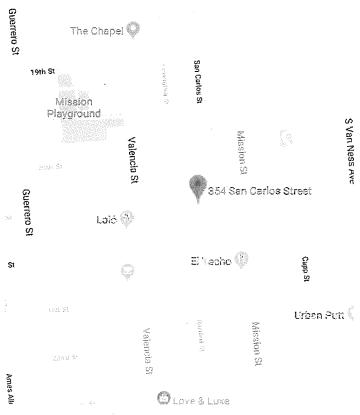
APN:

3609-093



After Renovations

Before Renovations



INCOME APPROACH Address: 354-356 San Carlos St APN: 3609-093 Valuation Date: 7/1/2018

	Monthly Rent	Annualized	
Potential Gross Income	\$10,975 x	12	\$131,700
Less: Vacancy & Collection Loss		3%	(\$3,951)
Effective Gross Income			\$127,749
Less: Anticipated Operating Expense	(\$19,162)		
Net Operating Income (Pre-Property Tax	\$108,587		
Restricted Capitalization Rate			
2018 interest rate per State Board of Eq	ualization	4.0000%	
Risk rate (4% owner occuped / 2% all ot	her property types)	3.5490%	•
2017 property tax rate **		1.1723%	
Amortization rate for improvements only	•		
Remaining economic life (Years)	60 0.016	7 0.6667%	
Improvements constitute % of total pr	6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-6-		9.3879%

RESTRICTED VALUE ESTIMATE

\$1,156,661

Rent Roll as of

Unit	.Bdrm/Ba	SF	Move In <u>Date</u>	Contract/ Market Rent	Annual Rent	Annual Rent / Foot
356	0/1	407	Unknown	\$2,475	\$29,700	\$73
354	3/2.5	1,663	0/0	: \$8,500	\$102,000	\$61
To	tals:	2,070		\$10,975	\$131,700	\$64

Weighted Risk Rate - Owner-Occupied and Leased Units

					Risk Factor-		<u>Weighted</u>
Unit	SF.	Occupancy	Rent	<u>%</u>	Pre-Set Rate		Risk Rate
356	407	Tenant- contract rent	\$2,475	22.6%	2.0000%	=	0.4510%
354	1663	Owner-Occupied	\$8,500	77.4%	4.0000%	=	3.0979%
		~	\$10.975				3 5490%

Rent Comparables

Address:

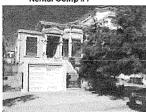
354-356 San Carlos St

Valuation Date:

7/1/2018

Three-bedroom Comps

Rental Comp #1



Address: Distance from Subj:

SF: Bed/Bath:

Parking Included: Monthly Rent: Monthly Rent/SF:

Condition:

2460 Folsom St .27 miles 1400sf 3/2

Average, Some updates

Yes \$7,500 \$5.36

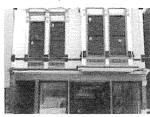
Rental Comp #2



601-603 Capp St .18 miles 1250sf 3/1 Good, updates

\$7,500 **\$4.40**

Rental Comp #3



1167 Valencia St .24 mlles 1500sf 3/2 Good, updates No \$8,500 \$5.67

Rental Comp #4

No Photo

Guerrero St

1500sf 3/3

Yes \$8,000 \$5.33

Monthly Rent

\$8,500 \$7,500 Low:

Rent/SF

High: \$5.67 \$4.40 Low:

Assessor Recommendation \$5.25 monthly rent/sf

\$8,731 1663sf

Studio Comps

Rental Comp #5



Address: Distance from Subj: SF:

Bed/Bath: Condition: Parking Included: Monthly Rent: Monthly Rent/SF:

339B San Carlos St

.01 mile 432sf 0/1

Average, Dated

No \$2,250 \$5.21

Rental Comp #6



3476 18th St Apt 22 .29 miles Unknown 0/1 Average, Dated \$2,075

Unknown

Rental Comp #7



.7 miles Unknown 0/1

No \$2,575 Unknown Monthly Rent

\$2,575 High: \$2,075 Low:

Rent/SF

High: Unknown Unknown Low:

Assessor Recommendation - monthly rent/sf \$2,200 407sf

SALES COMPARISON APPROACH

	Subject	Sale 1		Sale	2	Sale	3
APN	3609-093	4270-03	ΣA	4145-0	16B	6595-011	
Address	354-356 San Carlos St	2805-2807 Ha	rison St	2388-2390 1	Bryant St	1527-1529 Gu	errero St
Sales Price	\$1,100,000	\$1,430,0		\$1,790,		\$1,725,000	
	Description	Description	Adjust.	Description	Adjust.	Description	Adjust.
Date of Valuation/Sale	07/01/18	03/05/18	1	03/23/18		04/03/18	*****************
Nelahborhood	Inner Mission	Inner Mission		Inner Mission		Noe Valley	· · · · · · · · · · · · · · · · · · ·
Proximity to Subject		.59 miles SE		.57 miles SE		.76 miles SW	
Lot Size	1,611	1,350		1,000	**************************************	1,807	
View	None	None		None		Partial Hills	
Year Built	1900	1914		1902		1898	
Condition	Good, renovated	Good, renovated		Good, renovated		Good, renovated	
Gross Living Area	2,070	2,268		2,335		1,785	
Total Units	2	· 2		2		2	
Income	\$29,700 for 1 unit	\$13,485 for 1 unit		\$50,400 for 1 unit		\$37,140 for 1 unit	
Studios	1	0		0		0	
1-Bed	0	0		0		1	
2-Bed	0	2		1		1	
3-Bed	1	0		1		0	
Bathrooms	3 full and 1 half	3 full and 1 half		3 full		2 full	
Parking .	2-car garage	None	\$100,000	None	\$100,000	2-car garage	
Net Adjustments			\$100,000		\$100,000	'	\$0
Indicated Value			\$1,530,000		\$1,890,000	<u> </u>	\$1,725,000
Adjust. \$ Per Unit			\$765,000		\$945,000		\$862,500
Adjust. \$ Per Sq. Ft.			\$675		\$809	<u> </u>	\$966
Mujusti VI CI OV. II.		<u> </u>	1 4010		Ι ψυνσ	<u> </u>	Ι ψουυ

VALUE RANGE: PER UNIT VALUE RANGE: <u>Low</u> \$1,530,000 \$765,000

<u>High</u> \$1,890,000 \$945,000

VALUE CONCLUSION:

\$1,650,000

Adjustments (Rounded to the Nearest \$1,000):
\$100,000 adj on Comps 1 and 2 for lack of garage parking.



PRE-APPROVAL INSPECTION REPORT

Report Date:

May 17, 2018

Inspection Date:

May 17, 2017; 3:00pm

Filing Date:

May 1, 2018

Case No.:

2018-006794MLS

Project Address:

354-356 San Carlos Street

Block/Lot:

3609/093

Eligibility

Contributor to Liberty Hill Historic District

Zoning:

RTO-M - Residential Transit Oriented - Mission

Height &Bulk:

40X

Supervisor District: District 9 (Hillary Ronen)

Project Sponsor:

Joyjit Nath, Preetha Nath

Address:

354 San Carlos Street San Francisco, CA 94110

415-633-6816

joyjit@infotune.com, preetha@gmail.com

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

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 17, 2018

Case Number: 2018-006717MLS 354-356 San Carlos Street

INSPECTION OVERVIEW

Date and	time of ins	spection: May 17, 2018; 3:00pm					
Parties pı	arties present: Shannon Ferguson, Joyjit and Preetha Nath						
☑ Provid	le applican	t with business cards					
☑ Inform	n applicant	of contract cancellation policy					
☑ Inform	n applicant	of monitoring process					
Inspect p	roperty. If	multi-family or commercial building, inspection included a:					
₩	I Thorough	n sample of units/spaces					
	☐ Representative						
	I Limited						
□ Review	any recen	tly completed and in progress work to confirm compliance with Contract. n/a					
☑ Review	areas of p	roposed work to ensure compliance with Contract.					
☑ Review	proposed	maintenance work to ensure compliance with Contract.					
	y and phot ntract peri	ograph any existing, non-compliant features to be returned to original condition od. n/a					
☑ Yes	□ No	Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:					
☑ Yes	□ No	Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: See below					
□ Yes	□No	Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted: n/a					
☑ Yes	П	Conditions for approval? If yes, see below.					

Mills Act Pre-Approval Inspection Report May 17, 2018

Case Number: 2018-006717MLS 354-356 San Carlos Street

NOTES

<u>354-356 San Carlos Street (District 9)</u> is located on the west side of San Carlos Street between 20th and 21st streets, Assessor's Block 3609, Lot 093. The subject property is located within the RTO-M – Residential Transit Oriented - Mission zoning district and 40X Height and Bulk district. The subject property is a potential contributor to Liberty Hill Historic District. It is a three-story wood-frame, two-family residential building designed in the Italianate style and was built in 1877 by The Real Estate Associates (T.R.E.A.).

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

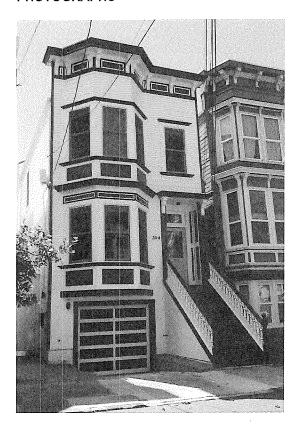
Rehabilitation work was completed in 2015-2016. Completed work includes removal of non-historic stucco; repair/restoration of wood siding, trim and decorative features; replacement of aluminum windows with compatible windows at the front facade; repair of remaining historic wood windows; exterior painting; new wood stair; and foundation and structural work. The applicant proposes to replace the roof with an estimated cost of \$50,000.

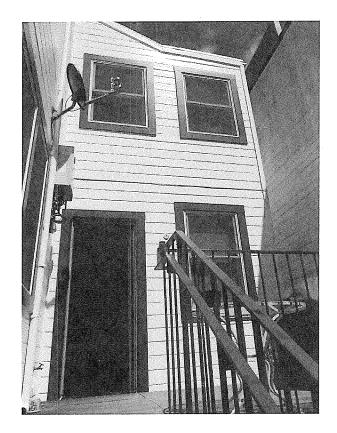
The maintenance plan proposes annual inspections and any necessary repairs of the wood siding, trim, and decorative features, windows, wood stair, foundation, and roof with an estimated cost of \$1,200 annually.

• Rehabilitation work was completed in 2015-2016.

Mills Act Pre-Approval Inspection Report May 17, 2018

PHOTOGRAPHS





MILLS ACT HISTORICAL PROPERTY CONTRACT Application Checklist:

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

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

APPLICATION FOR Mills Act Historical Property Contract

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

1. Owner/Applicant Information (If more than three owners, att	ach additional sheets as necessary.)				
PROPERTY OWNER 1 NAME:	TELEPHONE:				
HTAN TILYOL	(415 373-0	(415 373-6816			
PROPERTY OWNER 1 ADDRESS:	EWAIL:				
354 SAN CARLOS ST. SF 941	in Tollicon	fotune.com			
PROPERTY OWNER 2 NAME:	TELEPHONE:				
PREETHA NATH	415 633 -	6816			
PROPERTY OWNER 2 ADDRESS:	EMAIL				
354 SAN CARLOS ST. SF 941	415 633 - EMAIL: preethale	gmail.com			
PROPERTY OWNER 3 NAME:	TELEPHONE:	- :			
	()				
PROPERTY OWNER 3 ADDRESS:	EMAIL:	Acceptance of the Control of the Con			
2. Subject Property Information					
PROPERTY ADDRESS:		ZIP CODE:			
354-356 SAN CARLOS ST.		94110			
PROPERTY PURCHASE DATE:	ASSESSOR BLOCK/LOT(S):				
29 AUGUST 2012	3609/093	No			
MOST RECENT ASSESSED VALUE:	ZONING DISTRICT:				
\$1,473,241	RTO-M	·			
Are taxes on all property owned within the City and County of	San Francisco paid to date?	YES 🔀 NO 🗍			
	com realization pand to delice.				
Is the entire property owner-occupied? If No, please provide an approximate square footage for own	er-occupied areas vs. rental	YES 🔀 NO 🗌			
income (non-owner-occupied areas) on a separate sheet of p					
Do you own other property in the City and County of San Fra	ncisco?	YES □ NO 🕱			
If Yes, please list the addresses for all other property owned	within the City of San				
Francisco on a separate sheet of paper.					
Are there any outstanding enforcement cases on the propert Planning Department or the Department of Building Inspection		YES 🗌 NO 🛚			
If Yes, all outstanding enforcement cases must be abated and					
the Mills Act.					
I/we am/are the present owner(s) of the property described above contract. By signing below, I affirm that all information provided					
swear and affirm that false information will be subject to penalty					
Owner Signature:	Date: \ O	4117			
	12/1	4/17/			
Owner Signature: Watth	Date: 10/1	7///			
Owner Signature:	Date:				

Mills Act Application

3. Property Value Eligibility:

, ,		
Choose one of the following options:		
The property is a Residential Building valued at less than \$3,000,00	0.	YES 🗷 NO 🗆
The property is a Commercial/Industrial Building valued at less than	n \$5,000,000.	YES 🗌 NO 🗵
*If the property value exceeds these options, please comple	te the following: Application	on of Exemption.
Application for Exemption from Property Tax Valuation		
If answered "no" to either question above please explain on a sepa the following two criteria and why it should be exempt from the p		the property meet
 The site, building, or object, or structure is a particularly signific example of an architectural style, the work of a master, or is asso events important to local or natural history; or 		
Granting the exemption will assist in the preservation of a site, b otherwise be in danger of demolition, substantial alteration, or d completed by a qualified historic preservation consultant, must be	isrepair. (A Historic Struc	tures Report,
4. Property Tax Bill		
All property owners are required to attach a copy of their recent prope	erty tax bill.	
PROPERTY OWNER NAMES:		
HTAN TILYOL		and the second s
PREETHA NATH	*	
MOST RECENT ASSESSED PROPERTY VALUE: \$1,473,241 PROPERTY ADDRESS:		
354-356 SAN CARLOS ST. SF	94110	
 Other Information All property owners are required to attach a copy of all other informati this application. 	on as outlined in the chec	klist on page 7 of
By signing below, I/we acknowledge that I/we am/are the owner(s) of for exemption from the limitations certify, under the penalty of perjuris accurate.	the structure referenced al y, that the information atta	bove and by applyi ached and provided
Owner Signature:	Date: 10	14/17
Owner Signature:	Date: 10	/14/17
Owner Signature:	Data.	

5. Rehabilitation/Resto	ration & Maintenand	ce Plan				
A 10 Year Rehabilitation performed on the subje		s been submitted de	tailing work to be	YES 🗷	NO 🗌	
A 10 Year Maintenance the subject property	A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property					
Proposed work will me Historic Properties and/c	YES 🔀	NO				
Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property						
Use this form to outline you apply to your property. Bey work you propose to comp all scopes of work in order Please note that all applicable components of the propose Zoning Administrator, or a Mills Act Historical Prope part of the Mills Act Historical	gin by listing recently of lete within the next ter of priority. The Codes and Guidelines and Plan require approve the contract. This plan rety Contract. This plan	completed rehabilitation years, followed by years, followed by years, followed by years, included by the Historic Presence, these approvals	ion work (if applicable our proposed mainten ding the Planning Cod eservation Commission must be secured prio	and continue ance work. Ar e and Building a, Planning Cor r to applying t	with ranging Code. If mmission, for a	
(Provide a scope number)	BUILDING F	EATURE:	The second secon			
Rehab/Restoration	Maintenance 🗌	Completed	Proposed			
CONTRACT YEAR FOR WORK COMP	LEΠON:					
TOTAL COST (rounded to nearest doll	ar):		Audiocologica mortego salari elemente elemente elemente elemente se el elemente elem		y,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
DESCRIPTION OF WORK:		en e				
	SEE ATTAC	HED.				
				J		

Draft Rehabilitation/Restoration/Maintenance Plan (Continued) SEE ATTACHED

#(Provide a scope number)	BUILDING FE	ATURE:	
Rehab/Restoration	Maintenance	Completed	Proposed [
CONTRACT YEAR WORK COMPLETION:			
TOTAL COST (rounded to nearest dollar):			
DESCRIPTION OF WORK:			
TALL THE PARTY OF			
#(Provide a scope number)	BUILDING FEA		· · · · · · · · · · · · · · · · · · ·
Rehab/Restoration	Maintenance	Completed	Proposed
CONTRACT YEAR WORK COMPLETION:			
TOTAL COST (rounded to nearest dollar):			
DESCRIPTION OF WORK:			
. (Payling approximated)	BUILDING FEA	77.500	
(Provide a scope number)	Maintenance	1	Proposed
Rehab/Restoration CONTRACT YEAR WORK COMPLETION:	wantenance []	Completed	Froposed []
TOTAL COST (rounded to nearest dollar):			
DESCRIPTION OF WORK:	: : : : : : : : : : : : : : : : : : :		

Exhibit A: Rehabilitation/Restoration Plan for 354-356 San Carlos Street

#1 Building Feature: Removal of non-original stucco and other features
Rehab/Restoration ☑ Maintenance ☐ Completed ☑ Proposed ☐ Contract Year Work Completion: 2016 Total Cost: \$25,000 Description of Work:
Non-original stucco was carefully removed from the front façade of the building to reveat the original wood siding. Non-original windows were removed from the house. The non-original stair and site work at the front of the building was also removed. Best preservation practices were utilized to protect existing features to remain from damage. Work was performed by qualified persons with experience with historic buildings.
#2 Building Feature: Horizontal wood siding, wood trim and wood decorative features Rehab/Restoration ☑ Maintenance □ Completed ☑ Proposed □ Contract Year Work Completion: 2016 Total Cost: \$41,000 Description of Work:
Once the stucco was removed all exterior wood elements were evaluated for repair. Missing elements were recreated to match existing similar. Broken elements were repaired with a wood patch if larger than 2" or epoxy if smaller. All rot was removed and patched or repaired. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic wood elements.
#3 Building Feature: Wood Windows Rehab/Restoration ☑ Maintenance □ Completed ☑ Proposed □ Contract Year Work Completion: 2016 Total Cost: \$38,000 Description of Work:
Most of the windows were non-original and removed and replaced with new to match the existing original. The original wood windows were repaired in place. Each one was inspected for operation and deterioration. Wood was repaired by Dutchman patch or epoxy and repainted. Glass was replaced where necessary. Ropes and hardware were replaced where missing or broken. Sealants and weather-stripping was installed to be minimally visible. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic wood windows and was in conformance with NPS Preservation Brief #9 <i>The Repair of Historic Wooden Windows</i> .
#4 Building Feature: Exterior paint Rehab/Restoration ☑ Maintenance □ Completed ☑ Proposed □ Contract Year Work Completion: 2016 Total Cost: \$25,000 Description of Work:
The entire house was repainted once repairs were completed. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic

#5 Building Feature: New wood stair Rehab/Restoration ☑ Maintenance □ Completed **☑** Proposed Contract Year Work Completion: 2016 \$15,000 Total Cost: Description of Work: The non-original stair was replaced with a reconstruction of the original. Best preservation practices were utilized. Work was performed by qualified persons with experience with historic buildings. #6 Building Feature: Foundation and Structural work Rehab/Restoration ☑ Maintenance □ Completed ☑ Proposed Contract Year Work Completion: 2016 Total Cost: \$173,000 Description of Work: The project included a full seismic upgrade with a new concrete slab and foundation on the ground floor and shear walls on the upper floors. Two moment frames were also installed. Best preservation practices were utilized to protect existing features to remain from damage. Work was performed by qualified persons with experience with historic buildings. #7 Building Feature: Roof Rehab/Restoration ☑ Maintenance □ Completed □ Proposed **☑** Contract Year Work Completion: 2022 \$50,000-100,000 Total Cost: Description of Work: The roof is nearing the end of its material life and is due to be replaced. The size, shape and configuration of the roof will be retained. Best preservation practices will be utilized during installation of the new roofing material to protect existing features to remain from

damage. Work will be performed by qualified persons with experience with historic

buildings and in conformance with NPS Preservation Brief #10 Exterior Paint Problems

on Historic Woodwork.

buildings.

Exhibit B: Maintenance Plan for 354-356 San Carlos Street

#8 Building Feature: Root, gutters and drains	
Rehab/Restoration ☐ Maintenance ☑ Completed ☐ Proposed ☑ Contract Year Work Completion: Annually Total Cost: \$500	
Description of Work: The roof, gutters and drains are to be inspected and cleaned every year. Debris is to removed. Standing water is to be drained and the drainage issue resolved. Material deterioration is to be repaired. Drain and gutter attachments are to be checked and reattached if necessary. Evidence of leaks or standing water are to be addressed. Be preservation practices will be utilized during inspection to protect existing features damage. Work will be performed by qualified persons with experience with historibuildings.	est s from
#9 Building Feature: Wood Windows Rehab/Restoration □ Maintenance ☑ Completed □ Proposed ☑ Contract Year Work Completion: Annually Total Cost: \$500	
Description of Work: The interior and exterior of the windows will be cleaned annually by hand. Limited will be used. There will be no power washing. Each window will be checked for operation as much as possible but annually at a minimum. The replacement window be under warranty for at least ten years. Any issues will be brought to the attention manufacturer or installer for resolution. Maintenance will conform to manufacturer instructions. Any issue with the original windows, such as broken sash cord or detaweight will be addressed by qualified persons with experience with historic wood windows and in conformance with NPS Preservation Brief #9 The Repair of Histor Wooden Windows. Any sign of water on the interior of any of the windows will be addressed immediately. Hardware for windows will be lubricated as necessary or a described by the manufacturer.	ws will of the r's ached
#10 Building Feature: Foundation and structure Rehab/Restoration Maintenance Completed Proposed Contract Year Work Completion: Annually Total Cost: \$100 Description of Work:	
Each year the building will be inspected for cracks. Any cracks found in the concre foundation or slab or diagonal cracks found on the interior drywall will be recorded crack gauge will be installed on cracks larger than a 1/4". If movement is recorded a structural engineer will be brought in to determine cause.	d. A
#11 Building Feature: Wood stairs Rehab/Restoration Maintenance Completed Proposed Contract Year Work Completion: Annually Total Cost: \$500	

Description of Work:

The painted wood stair will be cleaned every year. Careful pressure washing is ok if best preservation practices are utilized to protect other features from damage and work is performed by qualified persons with experience with historic buildings. Repaint where paint is failing. The underside of stairs will be inspected for mold and rot. If found, the wood will be repaired or replaced.

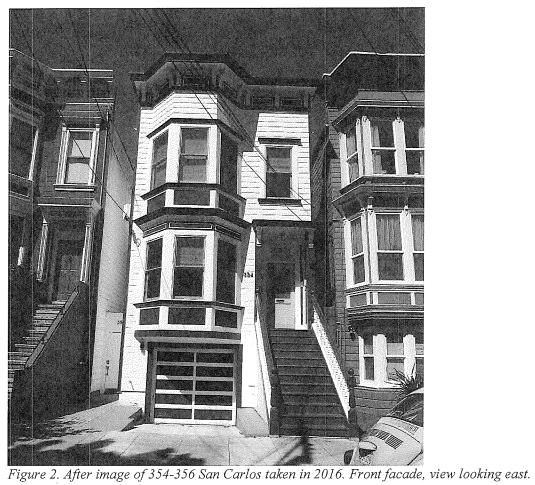
#12 Building Feature: Horizonta	l wood sic	ding, wood trim ar	nd wood decorative features
Rehab/Restoration Maintenan	nce 🗹	Completed □	Proposed ☑
Contract Year Work Completion	ı: Ever	y five years	-
Total Cost: \$500			
Description of Work:			

The exterior wood features have been recently repaired and painted. There should be no reason to repaint the building for at least twenty years. Should the paint show failure in any location a qualified person with experience with historic buildings will assess the cause of the problem in conformance with NPS Preservation Brief #10 Exterior Paint Problems on Historic Woodwork. Every five years the exterior wood work will be very gently cleaned of dirt and debris by hand and without the use of excessive water. The work will be performed by qualified persons with experience with historic buildings.

7. Other Information

Photographs

Figure 1. Before image of 354-356 San Carlos St. taken in 2012. Front facade view looking east.



6. Draft Mills Act Historical Property Agreement

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

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

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

	California	Mills Act His	torical Prope	erty Agreen	nent		
	PROPER	TY NAME (IF ANY)					
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		TY ADDRESS	SAN CA	التر السفاية	<u> </u>		
	7,101		isco, Califorr	nia			
THIS AGREEMENT	is entered into by and bets	ween the City a	nd County of S	an Francisco,	, a California m	unicipal corpora	ation
("City") and Joy.	IT AND PREETHA	NATH	("Owner/s").				
		RE	CITALS				
Owners are the owne	ers of the property located	at <u>354-3</u>	56 SAN	CARLOS RESS	ST., in San	Francisco, Califo	ornia
3609	1 093	The build	ding located at	354-3	356 SAN	CARLOS	<u>5</u> T.
BLOCK NUMBER	LOT NUMBER				PROPERTY ADDR	ESS	
is designated as೮	ONTRIBUTOR TO A	LIBERTY			. "a City Landn	nark pursuant to	Article
10 of the Planning Co	de") and is also known as	the	から	TRICT			
	,		HISTORIC NAM	E OF PROPERTY (II	FANY)		
calls for the rehabilita	cute a rehabilitation and o ation and restoration of the proximately <u>THRSE</u> H	e Historic Prop	erty according t	o established ND (\$ 340	d preservation s	standards, which	ı it
which is estimated w	calls for the maintenance calls for the maintenance call cost approximatelynance Plan, Exhibit B.	SIXTY T	Property accord MOUSAND TIN WORD FORMAT		ished preservat 60,000 amount in numer		
Revenue & Taxation (property owners to p properties. The City h participate in the Mill	a has adopted the "Mills A Code, Article 1.9 (Section 4 otentially reduce their pro nas adopted enabling legis Is Act program. er into a Mills Act Agreem	139 et seq.) auth perty taxes in r lation, San Frai	norizing local go return for impro ncisco Adminis	overnments to a trative Code	o enter into ago nd maintenanc Chapter 71, au	reements with e of historic thorizing it to	nelp
Owners desire to ente	a mio a ivillis Aci Agreem	eni (aiso referr	eu wasa fiisti	σμο Ετορέπν	METERINETIE) V	VILLE CITY TO I	IGID

mitigate its anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owners to restore and maintain the Historic Property in excellent

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties

Mills Act Application

hereto do agree as follows:

condition in the future.

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.

Cancellation Fee.

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

15. Enforcement of Agreement.

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

16. Indemnification.

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

17. Eminent Domain.

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

18. Binding on Successors and Assigns.

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

19. Legal Fees

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

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

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

CARMEN CHU ASSESSOR-RECORDER CITY & COUNTY OF SAN FRANCISCO	Date	JOHN RAHAIM DIRECTOR OF PLANNING CITY & COUNTY OF SAN FRANCISCO	Date
APPROVED AS PER FORM: DENNIS HERRERA CITY ATTORNEY	_	Signature	Date
CITY & COUNTY OF SAN FRANCISCO		Print name DEPUTY CITY ATTORNEY	-
Signature	10/14/17 Date	Signature	10/14/17 Date
JOYJIT NATH Print name OWNER	_	PREETHA NATH Print name OWNER	

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

7. Notary Acknowledgment Form

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

State of California	
County of: SAN FRANCISCO	
OII.	ony Monter
NOTARY PUBLIC personally appeared: Lite Mahler NAME(S) OF SIGNER(S)	AND PORETHIA NATH
who proved to me on the basis of satisfactory evidence to be the the within instrument and acknowledged to me that he/she/they capacity(ies), and that by his/her/their signature(s) on the instrument of which the person(s) acted, executed the instrument.	executed the same in his/her/their authorized
I certify under PENALTY OF PERJURY under the laws of the Stat true and correct.	e of California that the foregoing paragraph is
WITNESS my hand and official seal.	
SIGNATURE	ANTHONY MONTERO COMM. # 2119757 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Comm. Express Aug. 13, 2019
	(PLACE NOTARY SEAL ABOVE)

ACKNOWLEDGMENT

A notary public or other officer comple certificate verifies only the identity of who signed the document to which th attached, and not the truthfulness, ac validity of that document.	the individual is certificate is	
State of California County of SAN FRANCISCO)	
On OCTOBER 14, 2017 befo	ore me. ANTHONY	MONTERO, NOTARY PUBLIC ame and title of the officer)
	(insert n	ame and title of the officer)
personally appearedJOY JIT NATH	and PREETHA NA	TH *******
who proved to me on the basis of satisf	factory evidence to be I acknowledged to me nd that by his/her/the	e the person(s) whose name(s) is/are that he/she/they executed the same in ir signature(s) on the instrument the
I certify under PENALTY OF PERJURY paragraph is true and correct.	′ under the laws of th	e State of California that the foregoing
WITNESS my hand and official seal.		ANTHONY MONTERO COMM. # 2119757 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY MY COMM. Expires Aug. 13, 2019
Signature Anthony Monte	€0 (Seal)	Secretary Continues and Contin

7. Other Information

Photographs

Figure 1. Before image of 354-356 San Carlos St. taken in 2012. Front facade view looking east.

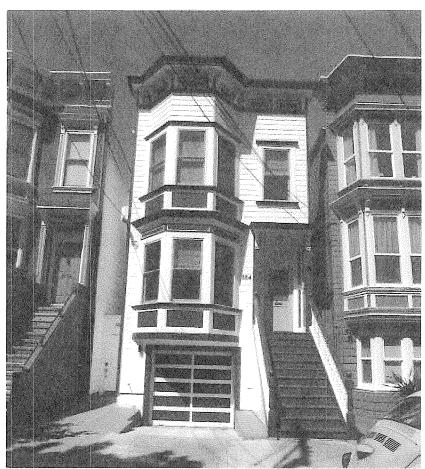
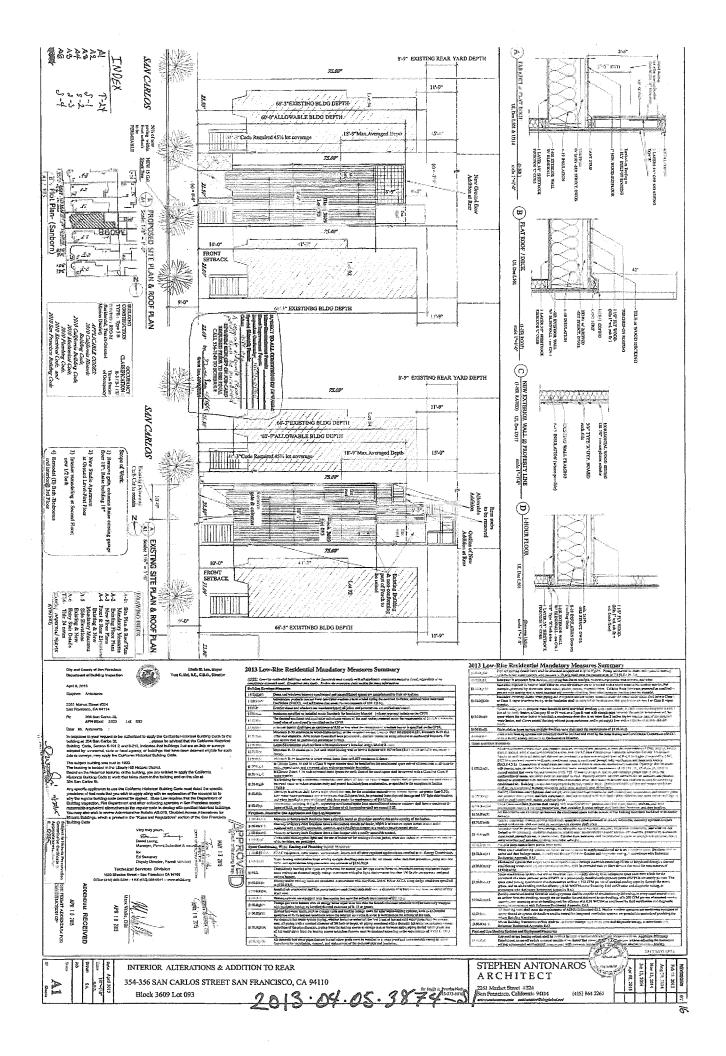
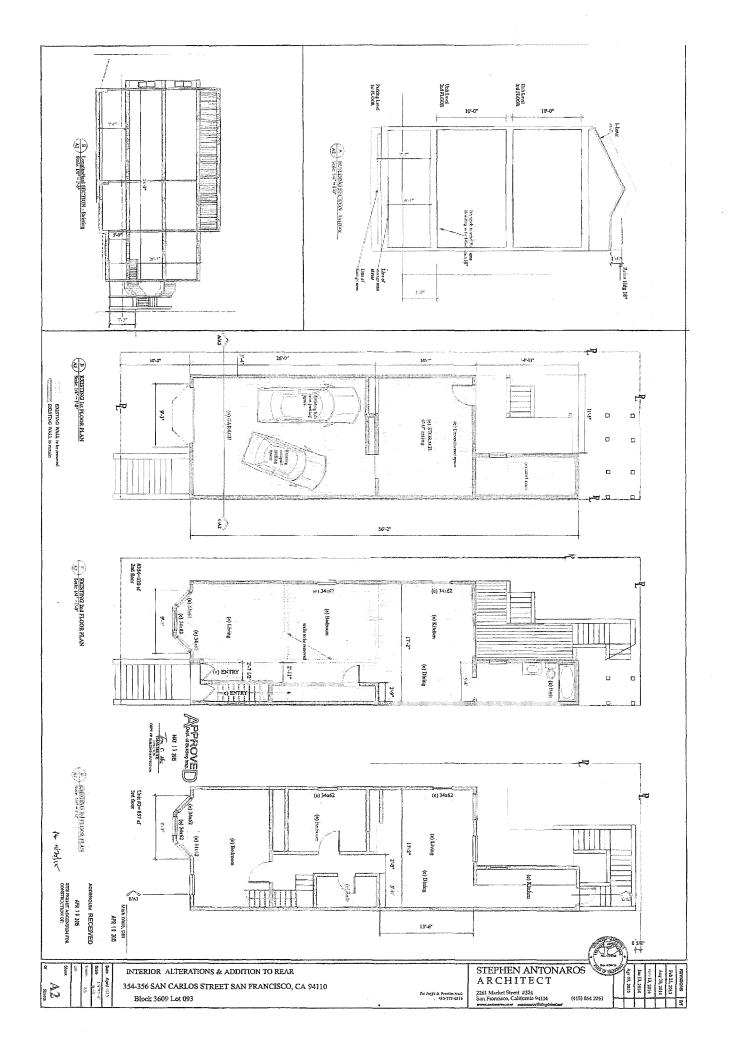
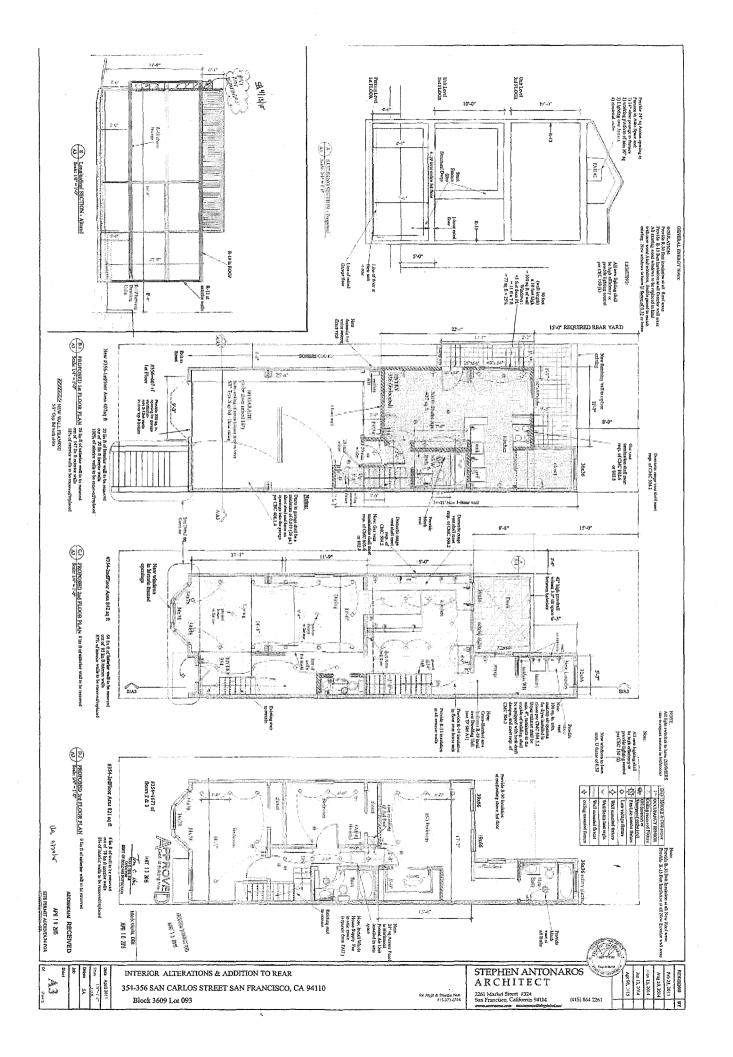
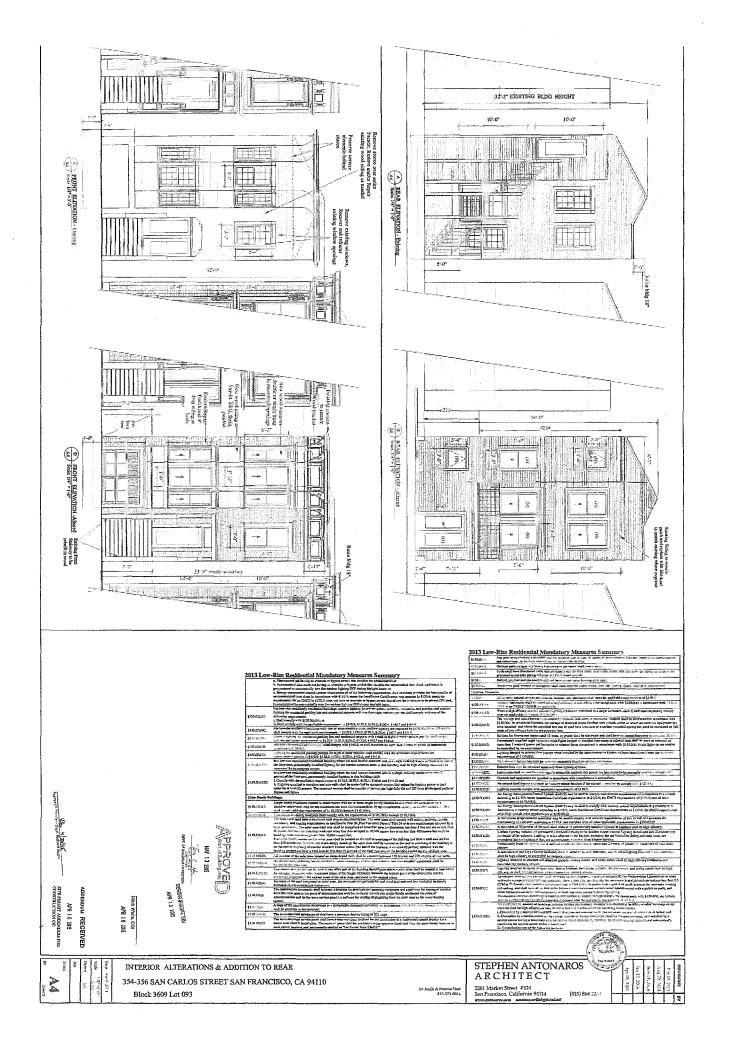


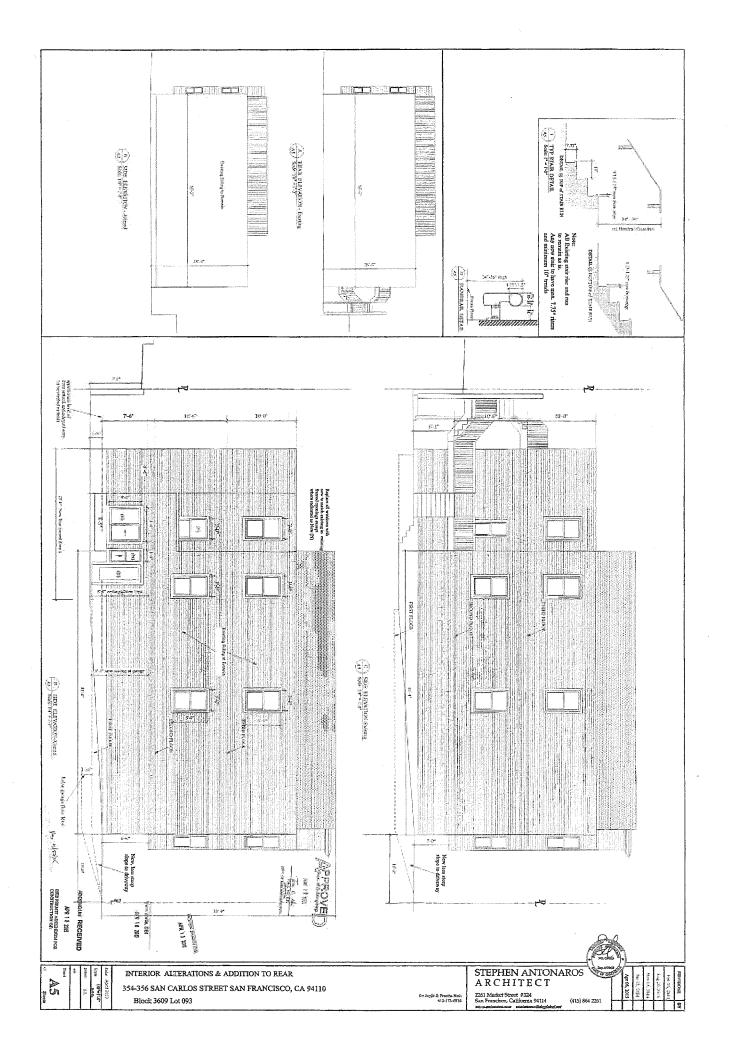
Figure 2. After image of 354-356 San Carlos taken in 2016. Front facade, view looking east.

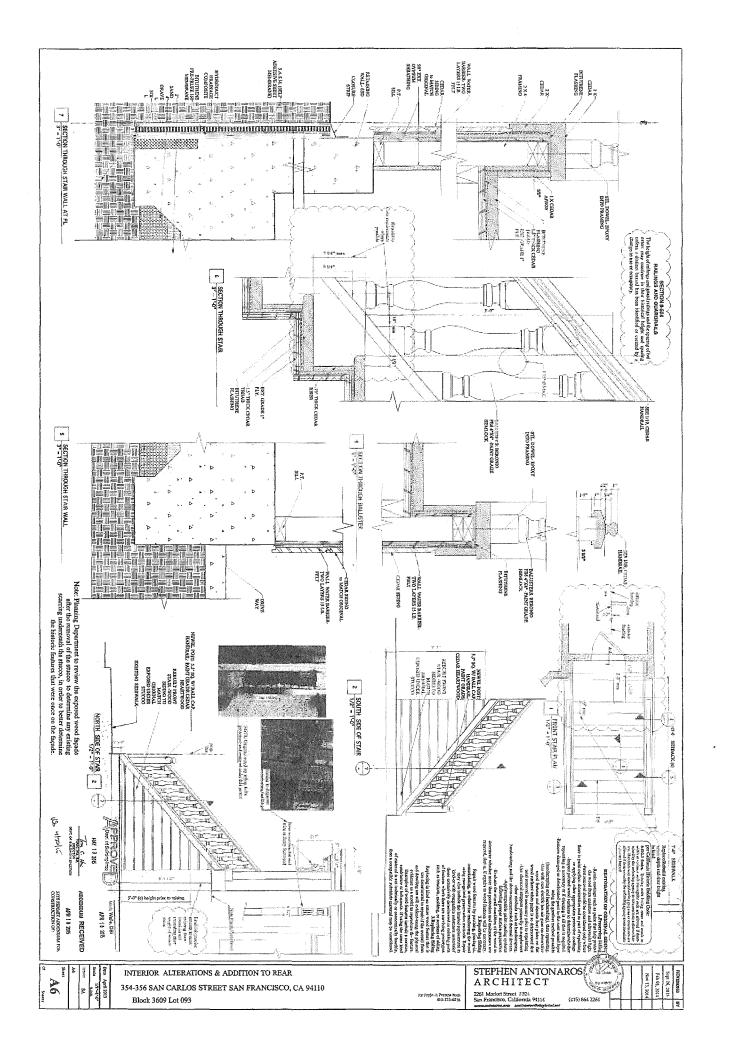




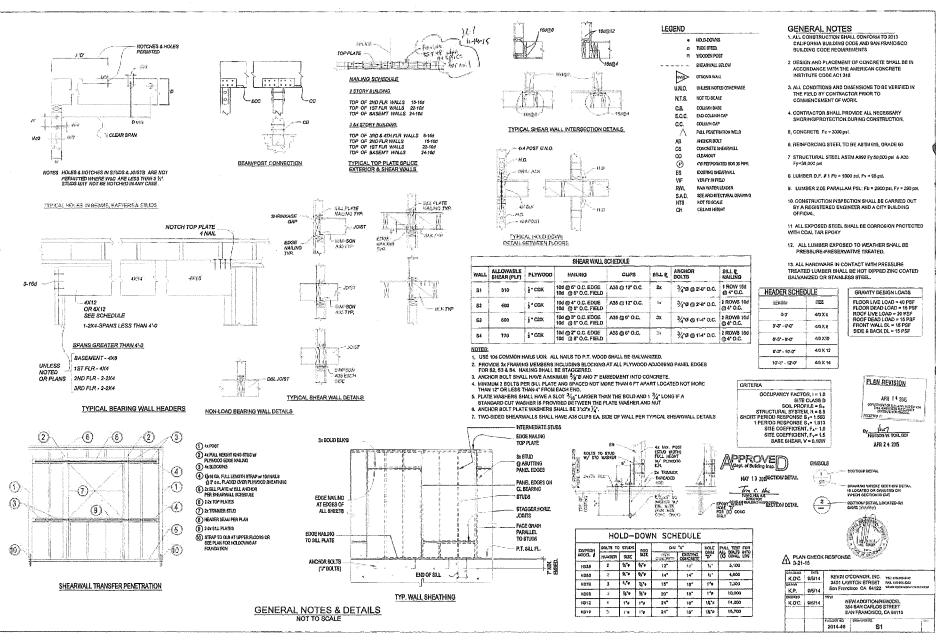


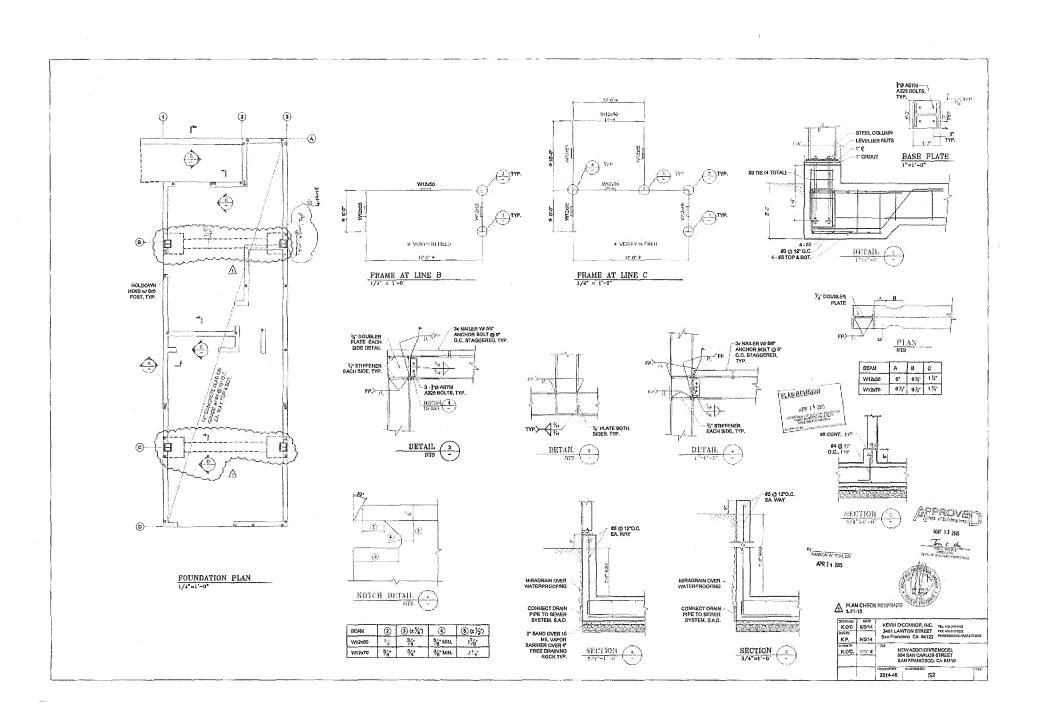


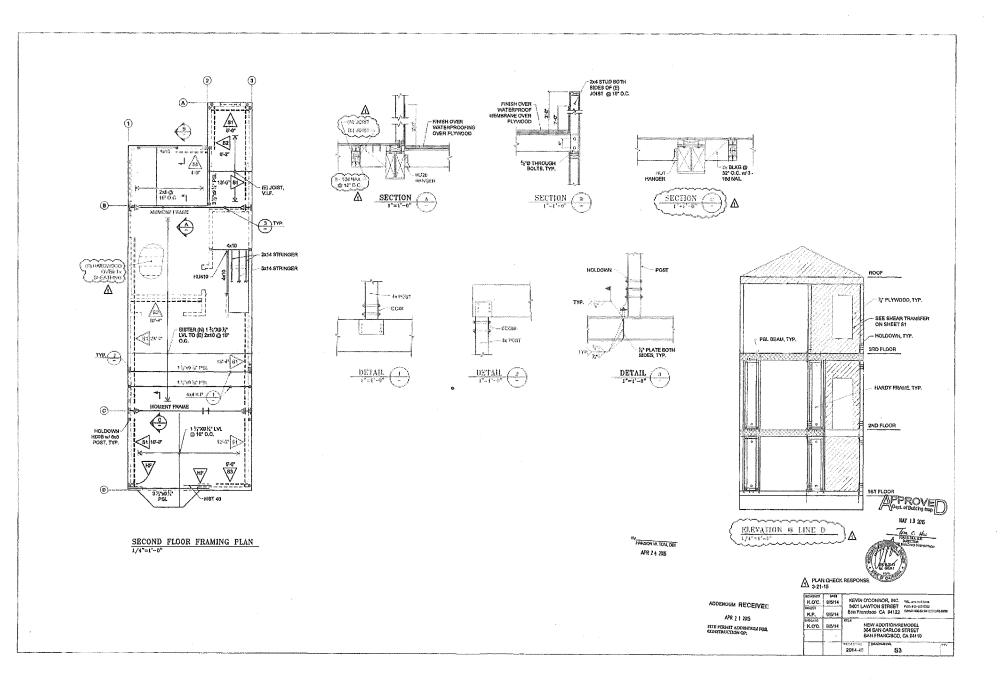


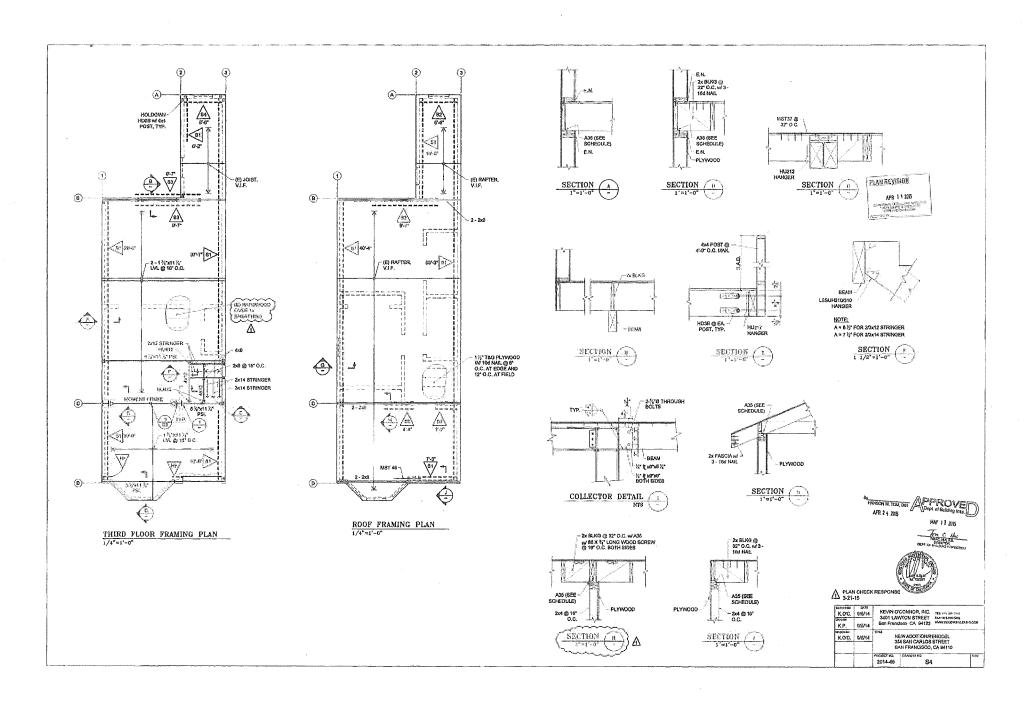


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Ferguson, Shannon (CPC)

From: Joyjit Nath <joyjit@infotune.com> Sent: Friday, June 01, 2018 9:20 AM Ferguson, Shannon (CPC) To: Cc: Johanna Street; Preetha Nath Subject: Re: Mills Act Contract for 354-356 San Carlos Street Shannon, Sorry I had forgotten to send this earlier. Currently, it is rented at \$2475/mo for a one-year lease (current lease expires at the end of Feb 2019). Thanks On Fri, Jun 1, 2018 at 9:08 AM, Ferguson, Shannon (CPC) < shannon.ferguson@sfgov.org> wrote: Hi Joyjit, Would you please send me the rental income from the studio unit? The Assessor will use this number to help calculate the valuation. Thanks, Shannon

Shannon Ferguson

Senior Planner | Preservation

Planning Department, City and County of San Francisco 1650 Mission Street, Suite 400, San Francisco, CA 94103 Direct: 415-575-9074 Fax: 415-558-6409

Email: shannon.ferguson@sfgov.org

Web: www.sfplanning.org













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

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

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

Vol 24	8lock 3609	Lot 093	Account Number 360900930	Tax Rate 1.1723%	Original Mail Date October 11, 2017	Property Location 354 SAN CARLOS ST			
		<u> </u>		1.172370	October 11, 2017 334 3AN CARLOS 31				
	ed on January	•				Assessed Value)		
To:	TILYOL HTAN	& PREETH	Ą		Description	Full Value	Tax Amount		
					Land	816,999	9,577.67		
	JOYJIT & PREETHA S54 SAN CARLOS ST			Structure	656,142	7,691.95			
				Fixtures					
				Personal Property	100	1.17			
				Gross Taxable Value	1,473,241	17,270.80			
	SAN FRANCISCO CA 94110		Less HO Exemption	7,000	82.06				
					Less Other Exemption	•			
					Net Taxable Value	1,466,241	\$17,188.74		
				Direct Cha	raes and Special Assessme		413,100.14		

Code	Туре	Telephone	Amount Due
29	RENT STABILIZATION	(415) 701-2311	45.00
46	SF BAY RS PARCEL TAX	(888) 508-8157	12.00
79	DW CODE ENF FEE	(415) 558-6220	104.00
89	SFUSD FACILITY DIST	(415) 355-2203	36,80
91	SFCCD PARCEL TAX	(415) 487-2400	99.00
98	SF - TEACHER SUPPORT	(415) 355-2203	244.10

Total Direct Charges and Special Assessments

\$540.90

▶ TOTAL DUE	\$17,729.64
1st Installment	2nd Installment
\$8,864.82	\$8,864.82
Due: November 1, 2017 Delinquent after Dec 11, 2017	Due: February 1, 2018 Delinquent after April 10, 2018

Pay online at SFTREASURER.ORG

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

J.H. PAINTING

We don't cut corners, we paint them.

November 7, 2016

To: Joyjit & Preetha Nath

Homeowner

Project Title: 354 San Carlos Street

San Francisco, CA

Project Description: Exterior -touchups

Invoice number: 160112

Term: 15 Days

DESCRIPTION		COST
Scope of work – Exterior touchups		
Extra line item:		
 Stair-case wall to include on side only of the building. Touch up siding in back of the building by the deck. Touch up of the new gutters. Touch up only of the window trim of the building. Touch up of concrete patches in the backyard by the foundation. 		
	Subtotal:	\$495.00
Extra line item:		
Paint the deck railing of the building.	Subtotal:	\$465.00
Extra line item:		
Touch up of the stairs, one bedroom door panel, and the wedge of the bathroom door.	Subtotal:	\$65.00
	Total:	\$1,025.00
All materials, labor, and sundries to be supplied by J.H. Pa materials already included.	inting. Tax on	
BAL	ANCE DUE:	\$1,025.00

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and a specification provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of <u>one thousand twenty five dollars</u> (\$1,025.00). J.H. Painting, License number 909833

Donald Lewis Contractor Payment Schedule	Total to pay	Paid		Remaining		
Total	\$412,274.00	\$412,274.00		\$0.00		
Milestone	Amount	Paid	Orig date	Actual date	Date paid	Notes
on signing of contract	\$7,500.00	\$7,500.00		11/25/2014	11/26/2014	Check #1091 mailed 11/26
on onset of work	\$25,000.00	\$25,000.00		6/8/2015	6/5/2015	Check #1168 paid in person
on completion of demo	\$15,000.00	\$15,000.00		6/22/2015	6/24/2015	Check #1169 mailed on 6/24
on completion of foundation	\$45,000.00	\$45,000.00		8/13/2015	8/14/2015	Check #1174 mailed 8/14
on completion of basement slab	\$15,000.00	\$15,000.00	9/3/2015	9/10/2015	9/8/2015	Check #1177 mailed 9/8
on completion of interior wood framing	\$20,000.00	\$20,000.00	8/21/2015	10/1/2015	10/1/2015	Check #1182 mailed 10/1
on completion of structural work	\$55,000.00	\$55,000.00	8/28/2015	10/14/2015	10/14/2015	Check #1186 and #1187 mailed 10/14
on completion of rough mechanicals	\$30,000.00	\$30,000.00	9/4/2015	11/6/2015	11/6/2015	Check #1195 mailled on 11/6
on installation of insulaton	\$10,000.00	\$10,000.00	9/11/2015	11/11/2015	11/11/2015	Check #1198 mailed on 11/11
on completion of window and exterior door installation	\$15,000.00	\$15,000.00	9/4/2015	11/20/2015	11/19/2015	USBank check #102 mailed on 11/19
on completion of drywall	\$25,000.00	\$25,000.00	12/11/2015	12/11/2015	12/7/2015	Check #1207 mailed on 12/7
on completion of interior trim and interior door installation	\$15,000.00	\$15,000.00		12/11/2015	12/7/2015	Check #1208 mailed on 12/7
on completion of installation of cabinets	\$10,000.00	\$10,000.00		1/20/2016	1/20/2015	USBank check #109 paid in person 1/20
on completion of countertops	\$7,500.00	\$7,500.00	2/12/2016	2/12/2016	2/16/2016	Usbank bill pay initiated 2/16 amount \$17363.50
on completion of installation of tile	\$5,000.00	\$5,000.00		1/20/2016		USBank check #110 paid in person 1/20
on completion of hardwood flooring	\$10,000.00	\$10,000.00	2/12/2016	2/19/2016	2/16/2016	Usbank bill pay initiated 2/16 amount \$17363.50
on completion of interior painting	\$10,000.00	\$10,000.00	2/26/2016	3/14/2016	3/14/2016	Usbank bill pay initiated 3/14 amount \$10310.64
on trim out finish of electrical and plumbing	\$10,000.00	\$10,000.00	3/11/2016	4/6/2016	4/7/2016	Usbank billpay initiated 4/1 amount \$10051.64
on completion of final punch list and completion of job and sign off of permits	\$4,764.00	\$4,764.00	3/11/2016	6/3/2016	6/3/2016	Usbank billpay initiated 6/3 amount 5810.54
Unexpected costs	\$77,510.00					
Extra cost of steel	\$6,308.00	\$6,308.00	Unexpected	6/5/2015	6/5/2015	Check #1167 paid in person
Change order #1: Foundation signing of change order	\$14,000.00	\$14,000.00	Unexpected	6/26/2015	6/26/2015	Check #1171 mailed 6/26
Change order #1: Foundation completion of half foundation	\$20,000.00	\$20,000.00	Unexpected	7/28/2015	7/28/2015	Check #1172 mailed 7/28
Change order #2: Foundation completion of full foundation	\$20,000.00		Unexpected Semi-	8/14/2015	8/14/2015	Check #1175 mailed 8/14
Change order #3: Sewer work	\$4,500.00	\$4,500.00		9/8/2015	9/8/2015	Check #1178 mailed 9/8
Change order #4: Structural: engineering changes + not on plans	\$8,450.00		Unexpected	10/23/2015	10/26/2015	Check #1189 mailed 10/26
Change order #4: Install doors drywall closet and lower ceiling	\$4,200.00		Unexpected	10/23/2015	10/26/2015	Check #1190 mailed 10/26
Re-imburse Donald's time to get permit extension	\$52.00		Unexpected	6/3/2016	4	Usbank billpay initiated 6/3 amount 5810.54

J.H. PAINTING

We don't cut corners, we paint them.

April 14, 2016

To: Joyjit Nath

Homeowner

Project Title: 354 San Carlos St.

San Francisco, CA

Project Description: Extra Work Order

Invoice number: 160031

Term: 15 Days

DESCRIPTION		COST
Scope of work - Exterior		
Extra line item:		-
 Paint concrete edges of the garage door entrance. Paint rear windows located near the deck area. Primed and painted miscellaneous items as instructed by Donald. 		
	Total:	\$845.00
All materials, labor, and sundries to be supplied by J.H. Pair materials already included.	nting. Tax on	
BALA	NCE DUE:	\$845.00

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and a specification provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of eight hundred forty five dollars (\$845.00).

J.H. Painting, License number 909833

Donald Lewis General Contractor, Inc.

Lic #742228

17 Edgewood Way San Rafael, CA 94901 Phone: 415.713.2298 Fax: 518.713.2296

This is a contract for Joyjit Nath (Owner) from Donald Lewis (General Contractor) for work to be performed at 354-356 San Carlos street San Francisco, CA 94110

Total Cost of work to be preformed payment breakdown and payment schedule \$334764.00

\$6308 additional cost for steel beam sizing paid

- \$ 7500 on signing of contract paid
- \$ 25000 on onset of work paid
- \$ 15000 on completion of demo paid
- \$ 45000 on completion of foundation paid
- \$ 15000 on completion of basement slab paid
- \$ 20000 on completion of interior wood framing paid
- \$ 55000 of structural work paid
- \$ 30000 on completion of rough mechanicals paid
- \$ 10000 on installation of insulaton paid
- \$ 15000 on completion of window and exterior door installation paid
- \$ 25000 on completion of drywall paid
- \$ 15000 on completion of interior trim and interior door installation paid
- \$ 10000 on completion of installation of cabients jan 20
- \$ 5000 on completion of installation of tile jan 20
- \$ 7500 on completion of countertops feb 12
- \$ 10000 on completion of hardwood flooring feb 12
- \$ 10000 on completion of interior painting feb 26
- \$ 10000 on trim out /finish of electrical and plumbing march 11
- \$ 4764 on completion of final punch list and completion of job and sign off of permits march

Contract: Change order 1

Additional cost to contract \$54,000.00 paid

Change order 2 Replace sewer pipe and do all concrete work \$4500 paid

Change order 3 Total charge of all changes engineering changes \$5350 paid na/plans \$3100 paid

Change order 4 install doors drywall closets and lower ceiling \$4200 paid

current payment due for jan 20 \$15000

January 18, 16

M&M Painting

License 904728

482 Montclair Ln., Tracy, CA 95376 (925) 453-1710 Cell Phone (925) 371-0662 Business Line

EXTERIOR WORK PROPOSAL AND CONTRACT

December 2, 2015

Proposal submitted to:

Address:

Donald Lewis

354 San Carlos St.

San Francisco, CA

Phone:

(415) 713-2298

Work Definition:

I. Preparation:

Power wash exterior surfaces. Scrape, sand, and prime any loose or peeling paint. Apply Fiberglass bondo as needed to dry rot areas as needed. Caulk exterior surfaces and spackle as needed. Mask and tarp to protect all unpainted surfaces from paint.

II. Paint Applications:

A. Exterior: Prep and apply 1 coat of primer to siding, window trim columns, staircase, deck railing, and pillars. Prep and apply 1 coat of satin to siding. Prep and apply 2 coats of semigloss to all trim areas including window systems, pillars, columns, staircase, deck railing, doors, casings and trim areas.

III. Color Selection:

The color selection must be made to comply with the above specification in order to meet the proposed amount below. If there are any additions to the terms of the contract, the needed labor to meet these changes will be billed out at sixty five dollars (\$65.00) per hour plus any expenses incurred for additional materials and supplies. Colors must be approved by Mike Martinez before commencement of any work will occur.

IV. Total Project Costs:

The above work will be performed by Mike Martinez for labor and materials for the sum of:

A (4 sides) = \$ 17,280.00 Scaffolding = \$ 5,700.00

V. Payment Schedule:

Payable upon completion. All checks made payable to: "M&M Painting."

\$5,700 Scaffolding payment due at time of set up \$8,640 Partial payment due 10 days after job begins \$8,640 Balance due upon completion

THANK YOU FOR CONSIDERING ME FOR YOUR PROJECT!

ACCEPTANCE OF PROPOSAL

Customer Signature	Date

UNIT SUMMARY

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes.

Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

NUMBER OF LINES: 20			TOTAL UNIT QTY: 20	EXT NET PRICE	: USD	21,036.04
LINE	MARK UNIT	BRAND	ITEM	NET PRICE	QTY	EXTENDED NET
1	1ST FLOOR	Marvin	Clad Ultimate Sliding French Door RO 60" X 80"	2,494.32	1	2,494.32
2	IST FLOOR	Marvin	Clad Ultimate Inswing French Door RO 37 5/8" X 80"	1,594.48	1	1,594.48
3	1ST FLOOR	Marvin	Clad Ultimate Glider RO 60 1/2" X 54"	935.56	1	935.56
4	1ST FLOOR	Marvin	Clad Ultimate Awning RO 37" X 35 5/8"	594.32	1	594.32
5	2ND FLOOR FRONT	Marvin	Clad Ultimate Double Hung - Next Generation RO 36 1/4" X 72"	1,067.04	1	1,067.04
6	2ND FLOOR FRONT	Marvin	Clad Ultimate Double Hung - Next Generation RO 36 1/4" X 72"	1,067.04	1	1,067.04
7	2ND FLOOR FRONT	Marvin	Clad Ultimate Double Hung - Next Generation RO 36 1/4" X 72"	1,067.04	1	1,067.04
8	2ND FLOOR	Marvin	Clad Ultimate Inswing French Door RO 38 7/16" X 96"	1,858.20	1	1,858.20
9	DINNING	Marvin	Clad Ultimate Double Hung - Next Generation RO 36 1/4" X 72"	759.24	1	759.24
10	HOME OFFICE	Marvin	Clad Ultimate Double Hung - Next Generation RO 32 1/4" X 64"	637.64	1	637.64
11	HOME OFFICE	Marvin	Clad Ultimate Double Hung - Next Generation RO 32 1/4" X 64"	637.64	1	637.64
12	KITCHEN	Marvin	Clad Ultimate Double Hung - Next Generation RO 38 1/4" X 64"	674.12	1	674.12
13	3RD FLOOR FRONT	Marvin	Clad Ultimate Double Hung - Next Generation RO 36 1/4" X 72"	1,067.04	1	1,067.04
14	3RD FLOOR FRONT	Marvin	Clad Ultimate Double Hung - Next Generation RO 36 1/4" X 72"	1,067.04	1	1,067.04
15	3RD FLOOR FRONT	Marvin	Clad Ultimate Double Hung - Next Generation RO 36 1/4" X 72"	1,067.04	1	1,067.04
16	3RD FLOOR FRONT	Marvin	Clad Ultimate Double Hung - Next Generation RO 36 1/4" X 72"	1,067.04	1	1,067.04
17	MASTER BEDROOM	Marvin	Clad Ultimate Double Hung - Next Generation RO 42 1/4" X 60"	981.92	1	981.92
18	MASTER BEDROOM	Marvin	Clad Ultimate Double Hung - Next Generation RO 42 1/4" X 60"	674.12	1	674.12
19	SIDE ROOM	Marvin	Clad Ultimate Double Hung - Next Generation RO 38 1/4" X 68"	731.12	1	731.12
20	BATHROOM WINDOW	Marvin	Clad Ultimate Double Hung Picture - Next Generation RO 24" X 48"	994.08	1	994.08

LINE ITEM QUOTES

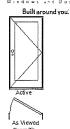
The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1 Mark Unit: 1ST FLOOR . Net Price: 2	,494.32
\$\psi\cong\cong\cong\cong\cong\cong\cong\cong	494.32
Stone White Clad Exterior Bare Pine Interior Clad Ultimate Sliding French Door - OX CN 50R66R Rough Opening 60" X 80" Left Panel Stone White Clad Sash Exterior Bare Pine Sash Interior IG - 1 Lite Tempered Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile Right Panel Stone White Clad Sash Exterior Bare Pine Sash Interior IG - 1 Lite Tempered Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile Right Panel Stone White Clad Sash Exterior Bare Pine Sash Interior IG - 1 Lite Tempered Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile 3 Point Multi-Point Lock on Active Panel White Active Interior Handle Set on Active Panel Exterior Standard Sliding Screen Charcoal Fiberglass Mesh Stone White Surround ***Screen/Combo Ship Loose Std Ultrex Sill Bronze Ultrex Sill Black Weather Strip	

Line #2 Mark Unit: IST FLOOR Net Price: 1,594.48 Qty: 1 Ext. Net Price: USD 1,594.48

***Note: The selected Interior Finish would allow Finger Joints to appear on secondary surfaces.





FS 36 5/8" X 79 1/2" RO 375/8" X 80"

Egress Information

No Egress Information available.

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Inswing French Door 6 9/16" - X Right Hand

CN 30R66R

Rough Opening 37 5/8" X 80"

Traditional Panels

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Tempered Low E2 w/Argon Stainless Perimeter Bar

Ogee Interior Glazing Profile

Traditional Lever(s)

Multi-Point Lock on Active Panel

White Active Exterior Handle Set on Active Panel Keyed

White Active Interior Handle Set on Active Panel

White Adjustable Hinges 3 Per Panel

Bronze Ultrex Sill

Black Weather Strip

Oak Sill Liner

6 9/16" Jambs

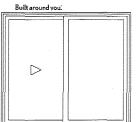
Architectural Profile Number:

Nailing Fin

***Note: The selected Interior Finish would allow Finger Joints to appear on secondary surfaces.

935.56 Line #3 Mark Unit: 1ST FLOOR Net Price: 935.56 Qty: 1 Ext. Net Price: USD

MARVIN:



As Viewed From The Exterior

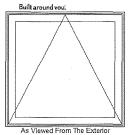
FS 59 1/2" X 53 1/2" RO 60 1/2" X 54" **Egress Information**

Width: 26 21/64" Height: 49 9/32" Net Clear Opening: 9.01 SqFt

Stone White Clad Exterior Bare Pine Interior Clad Ultimate Glider - XO - Left Hand CN 5046 Rough Opening 60 1/2" X 54" Frame Size 59 1/2" X 53 1/2" Left Sash Stone White Clad Sash Exterior Bare Pine Sash Interior IG - 3/4 in - 1 Lite Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile Standard Bottom Rail Right Sash Stone White Clad Sash Exterior Bare Pine Sash Interior IG - 3/4 in - 1 Lite Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile Standard Bottom Rail White Weather Strip Beige Sill Track White Folding Handle Active Sash Screen Charcoal Fiberglass Mesh

Line #4 Mark Unit: 1ST FLOOR Net Price: 594.32 Qty: 1 Ext. Net Price: **USD** 594.32

MARVIN-1



FS 36" X 35 1/8" RO 37" X 35 5/8" **Egress Information**

No Egress Information available.

Stone White Clad Exterior

Stone White Surround

Bare Pine Interior

67/8" Jambs Nailing Fin

Clad Ultimate Awning - Roto Operating

CN 3636

Rough Opening 37" X 35 5/8"

Frame Size 36" X 35 1/8"

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 3/4 in - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Standard Bottom Rail

White Weather Strip

White Folding Handle

White Multi - Point Lock

Interior Wood Screen

Charcoal Hi-Transparency Fbrgls Mesh

Bare Pine

Ogee Interior Screen Profile

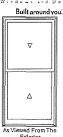
6 7/8" Jambs Nailing Fin

Line #5	Mark Unit: 2ND FLOOR FRONT	Net Price:	1,067.04

Quote Number: **DTWLE7A**Architectural Profile Number:

Qty: 1 Ext. Net Price: USD 1,067.04

MARVIN-&



FS 35 1/4" X 71 1/2" RO 36 1/4" X 72" Egress Information

Width: 31 21/32" Height: 30 5/8" Net Clear Opening: 6.73 SqFt Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3032

Rough Opening 36 1/4" X 72"

#STONE WHITE CLAD OGEE EXTERIOR OGEE LUGS FACTORY APPLIED

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

Stone White Surround

6" Jambs

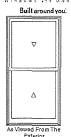
Nailing Fin

Non system generated Pricing

 Line #6
 Mark Unit: 2ND FLOOR FRONT
 Net Price:
 1,067.04

 Qty: 1
 Ext. Net Price:
 USD
 1,067.04

MARVIN-2



FS 35 1/4" X 71 1/2" RO 36 1/4" X 72" Egress Information

Width: 31 21/32" Height: 30 5/8" Net Clear Opening: 6.73 SqFt Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3032

Rough Opening 36 1/4" X 72"

#STONE WHITE CLAD OGEE EXTERIOR OGEE LUGS FACTORY APPLIED

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

Stone White Surround

6" Jambs

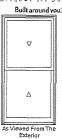
Nailing Fin

Non system generated Pricing

Line #7 Mark Unit: 2ND FLOOR FRONT Net Price: 1,067.04

 Qty: 1
 Ext. Net Price:
 USD
 1,067.04

MARVIN: &



FS 35 1/4" X 71 1/2" RO 36 1/4" X 72" Egress Information

Width: 31 21/32" Height: 30 5/8" Net Clear Opening: 6.73 SqFt Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3032

Rough Opening 36 1/4" X 72"

#STONE WHITE CLAD OGEE EXTERIOR OGEE LUGS FACTORY APPLIED

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

Stone White Surround

6" Jambs

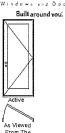
Nailing Fin

Non system generated Pricing

 Line #8
 Mark Unit: 2ND FLOOR
 Net Price:
 1,858.20

 Qty: 1
 Ext. Net Price:
 USD
 1,858.20

MARVIN-



FS 37 7/16" X 95 1/2" RO 38 7/16" X 96" Egress Information

No Egress Information available.

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Inswing French Door 4 9/16" - X Right Hand

CN 3080

Rough Opening 38 7/16" X 96"

Traditional Panels

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Tempered Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Traditional Lever(s)

Multi-Point Lock on Active Panel

White Active Exterior Handle Set on Active Panel Keyed

White Active Interior Handle Set on Active Panel

White Adjustable Hinges 3 Per Panel

Bronze Ultrex Sill Black Weather Strip

Oak Sill Liner

4 13/16" Jambs

Nailing Fin

***Note: Because of jamb extension, this door may not open beyond 90 degrees.

***Note: The selected Interior Finish would allow Finger Joints to appear on secondary surfaces.

 Line #9
 Mark Unit: DINNING
 Net Price:
 759.24

 Qty: 1
 Ext. Net Price:
 USD
 759.24

MARYIN &

Built around you.

Stone White Clad Exterior

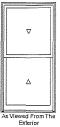
Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3032

Processed on: 7/30/2015 7:50:03 AM

Architectural Profile Number:



FS 35 1/4" X 71 1/2" RO 36 1/4" X 72" **Egress Information**

Width: 31 21/32" Height: 30 5/8" Net Clear Opening: 6.73 SqFt

Rough Opening 36 1/4" X 72"

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

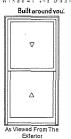
Stone White Surround

6" Jambs

Nailing Fin

Line #10	Mark Unit: HOME OFFICE	Net Price:		637.64
Qty: 1		Ext. Net Price:	USD	637.64

MARVIN :



FS 31 1/4" X 63 1/2" RO 32 1/4" X 64" **Egress Information**

Width: 27 21/32" Height: 26 5/8" Net Clear Opening: 5.11 SqFt

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 2628

Rough Opening 32 1/4" X 64"

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

Stone White Surround

4 13/16" Jambs

Nailing Fin

Obj. 1	Line #11	: HOME OFFICE Net Pr	ce:	637.64
Qty: 1 Ext. Net Price: USD	Qty: 1	Ext. Net Pr	ce: USD	637.64

MARVIN-Built around you.

Stone White Clad Exterior Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 2628

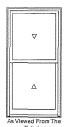
Rough Opening 32 1/4" X 64"

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

Quote Number: DTWLE7A Architectural Profile Number:



FS 31 1/4" X 63 1/2" RO 32 1/4" X 64" **Egress Information**

Width: 27 21/32" Height: 26 5/8" Net Clear Opening: 5.11 SqFt

Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile Bottom Sash Stone White Clad Sash Exterior Bare Pine Sash Interior IG - 1 Lite Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile White Interior Weatherstrip Package White Exterior Weatherstrip Package White Sash Lock Aluminum Screen Charcoal Fiberglass Mesh Stone White Surround 4 13/16" Jambs

IG - 1 Lite

Line #12 Qty: 1

Mark Unit: KITCHEN

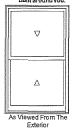
Net Price: Ext. Net Price:

USD

674.12 674.12

MARVIN-

Built around you.



FS 37 1/4" X 63 1/2" RO 38 1/4" X 64"

Egress Information Width: 33 21/32" Height: 26 5/8" Net Clear Opening: 6.22 SqFt

Stone White Clad Exterior

Bare Pine Interior

Nailing Fin

Clad Ultimate Double Hung - Next Generation

CN 3228

Rough Opening 38 1/4" X 64"

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

Stone White Surround

4 13/16" Jambs Nailing Fin

Line #13

Mark Unit: 3RD FLOOR FRONT

Net Price: Ext. Net Price:

USD

1,067.04 1,067.04

Qty: 1 MARVIN-

Built around you.

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3032

Rough Opening 36 1/4" X 72"

#STONE WHITE CLAD OGEE EXTERIOR OGEE LUGS FACTORY APPLIED

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

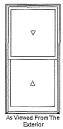
Stainless Perimeter Bar

OMS Ver. 0002.03.00 (Current)

Processed on: 7/30/2015 7:50:03 AM

Page 7 of 11

Quote Number: **DTWLE7A**Architectural Profile Number:



FS 35 1/4" X 71 1/2"
RO 36 1/4" X 72"
Egress Information

Width: 31 21/32" Height: 30 5/8" Net Clear Opening: 6.73 SqFt Ogee Interior Glazing Profile
Bottom Sash
Stone White Clad Sash Exterior
Bare Pine Sash Interior
IG - 1 Lite
Low E2 w/Argon
Stainless Perimeter Bar
Ogee Interior Glazing Profile
White Interior Weatherstrip Package
White Exterior Weatherstrip Package
White Sash Lock
Aluminum Screen
Charcoal Fiberglass Mesh
Stone White Surround

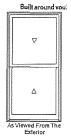
6" Jambs Nailing Fin

Non system generated Pricing

 Line #14
 Mark Unit: 3RD FLOOR FRONT
 Net Price:
 1,067.04

 Qty: 1
 Ext. Net Price:
 USD
 1,067.04

MARVIN-1



FS 35 1/4" X 71 1/2" RO 36 1/4" X 72" Egress Information

Width: 31 21/32" Height: 30 5/8" Net Clear Opening: 6.73 SqFt Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3032

Rough Opening 36 1/4" X 72"

#STONE WHITE CLAD OGEE EXTERIOR OGEE LUGS FACTORY APPLIED

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

Stone White Surround

6" Jambs

Nailing Fin

Non system generated Pricing

Line #15	Mark Unit: 3RD FLOOR FRONT	Net Price:		1,067.04
Qty: 1		Ext. Net Price:	USD	1,067.04

MARVIN-&

Built around you.

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3032

Rough Opening 36 1/4" X 72"

#STONE WHITE CLAD OGEE EXTERIOR OGEE LUGS FACTORY APPLIED

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Architectural Profile Number:



FS 35 1/4" X 71 1/2"
RO 36 1/4" X 72"
Egress Information

Width: 31 21/32" Height: 30 5/8" Net Clear Opening: 6.73 SqFt Ogee Interior Glazing Profile Bottom Sash Stone White Clad Sash Exterior Bare Pine Sash Interior IG - 1 Lite

Low E2 w/Argon Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

Stone White Surround

6" Jambs

Nailing Fin

Non system generated Pricing

Line #16	Mark Unit: 3RD FLOOR FRONT	Net Price:		1,067.04
Qty: 1		Ext. Net Price:	USD	1,067.04

MARVIN-2

FS 35 1/4" X 71 1/2" RO 36 1/4" X 72" Egress Information

Width: 31 21/32" Height: 30 5/8" Net Clear Opening: 6.73 SqFt Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3032

Rough Opening 36 1/4" X 72"

#STONE WHITE CLAD OGEE EXTERIOR OGEE LUGS FACTORY APPLIED

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

Charcoal Fiberglass Mesh

Stone White Surround

6" Jambs

Nailing Fin

Non system generated Pricing

Line #17	Mark Unit: MASTER BEDROOM	Net Price:		981.92
Qty: 1		Ext. Net Price:	USD	981.92

MARVIN-2

Built around you.

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3626

Rough Opening 42 1/4" X 60"

#STONE WHITE CLAD OGEE EXTERIOR OGEE LUGS FACTORY APPLIED

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Quote Number: DTWLE7A Architectural Profile Number:



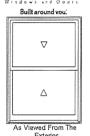
FS 41 1/4" X 59 1/2" RO 42 1/4" X 60" **Egress Information**

Width: 37 21/32" Height: 24 5/8" Net Clear Opening: 6.44 SqFt

Ogee Interior Glazing Profile Bottom Sash Stone White Clad Sash Exterior Bare Pine Sash Interior IG - 1 Lite Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile White Interior Weatherstrip Package White Exterior Weatherstrip Package White Sash Lock Aluminum Screen Charcoal Fiberglass Mesh Stone White Surround 4 13/16" Jambs

Line #18	Mark Unit: MASTER BEDROOM	Net Price:		674.12
Qty: 1		Ext. Net Price:	USD	674.12

MARVIN-



FS 41 1/4" X 59 1/2" RO 42 1/4" X 60" **Egress Information**

Width: 37 21/32" Height: 24 5/8" Net Clear Opening: 6.44 SqFt

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3626

Nailing Fin

Rough Opening 42 1/4" X 60"

Non system generated Pricing

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

White Sash Lock

Aluminum Screen

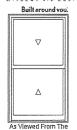
Charcoal Fiberglass Mesh

Stone White Surround

4 13/16" Jambs Nailing Fin

Line #19	Mark Unit: SIDE ROOM	Net Price:		731.12
Qty: 1		Ext. Net Price:	USD	731.12

MARVIN-



FS 37 1/4" X 67 1/2"

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung - Next Generation

CN 3230

Rough Opening 38 1/4" X 68"

Top Sash

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

Bottom Sash

Stone White Clad Sash Exterior

OMS Ver. 0002.03.00 (Current)

Processed on: 7/30/2015 7:50:03 AM

354 SAN CARLOS STREET SF CA **DONALD LEWIS** Quote Number: DTWLE7A

Architectural Profile Number:

RO 38 1/4" X 68" **Egress Information**

Width: 33 21/32" Height: 28 5/8" Net Clear Opening: 6.69 SqFt

Bare Pine Sash Interior IG - 1 Lite Low E2 w/Argon Stainless Perimeter Bar Ogee Interior Glazing Profile White Interior Weatherstrip Package White Exterior Weatherstrip Package White Sash Lock Aluminum Screen Charcoal Fiberglass Mesh Stone White Surround 4 13/16" Jambs Nailing Fin

Line #20	Mark Unit: BATHROOM WINDOW	Net Price:		994.08
Qty: 1	4-04-0	Ext. Net Price:	USD	994.08

MARVIN-2



FS 23" X 47 1/2" RO 24" X 48" **Egress Information**

No Egress Information available.

Stone White Clad Exterior

Bare Pine Interior

Clad Ultimate Double Hung Picture - Next Generation

Rough Opening 24" X 48"

Standard CN Height 46

Stone White Clad Sash Exterior

Bare Pine Sash Interior

IG - 1 Lite

Tempered Low E2 w/Argon

Stainless Perimeter Bar

Ogee Interior Glazing Profile

White Interior Weatherstrip Package

White Exterior Weatherstrip Package

4 9/16" Jambs

Nailing Fin

Project Subtotal Net Price: USD 21,036.04

9.000% Sales Tax: USD 1,893.24 Project Total Net Price: USD 22,929.28

joyit san carlos complete donald #.xls [1] 354 san carlos	11/17/2014	joyit san carlos complete w:allowand 354 san carlos	11/7/2014 Actual
COST ESTIMATE		COST ESTIMATE	
Clean-up & maintenance & debris removal	\$13,000.00	Clean-up & maintenance & debris ren	\$13,000.00
Temp. facilities & equipment rentals	\$1,500.00	Temp. facilities & equipment rentals	\$1,500.00
Insurance/bonds	\$1,000.00	Insurance/bonds	\$1,000.00
Superintendent	\$5,600.00	Superintendent	\$5,600.00
1 - General Reqt's. Subtotal	\$21,100.00	1 - General Reqt's. Subtotal	\$21,100.00
Scaffold	\$4,000.00	Scaffold	\$4,000.00
Demo	\$18,500.00	Demo	\$18,500.00
2 - Site Construction Subtotal	\$22,500.00	2 - Site Construction Subtotal	\$22,500.00
Drainage Foundation	\$5,500.00	Drainage Foundation	\$5,500.00
Paving & flatwork	\$15,000.00	Paving & flatwork	\$15,000.00
Foundation	\$22,800.00	Foundation	\$22,800.00
3 - Concrete Subtotal	\$43,300.00	3 - Concrete Subtotal	\$43,300.00
Stucco removal	\$1,800.00	Stucco removal	\$1,800.00
4 - Masonry Subtotal	\$1,800.00	4 - Masonry Subtotal	\$1,800.00
	\$1,800.00		\$1,800.00
2nd water meter		2nd water meter	
Permit cost (allowance) paid by owner		Permit cost (allowance) paid by owne	
5 - City Costs Subtotal	\$0.00	5 - City Costs Subtotal	\$0.00
Structural work shearwalls steel	\$60,000.00	Structural work shearwalls steel	\$60,000.00
Rough carpentry	\$60,000.00	Rough carpentry	\$60,000.00
Ext. finish carpentry	\$41,000.00	Ext. finish carpentry	\$41,000.00
Interior finish carpentry	\$45,000.00	Interior finish carpentry	\$45,000.00
Kitchen + dining cabinetry (allowance)		Kitchen + dining cabinetry (allowance	\$18,000.00
Bathroom cabinetry (allowance)		Bathroom cabinetry (allowance)	\$2,500.00
Closets (allowance)	10 (Closets (allowance)	\$2,500.00
6 - Wood & Plastics Subtotal	\$206,000.00	6 - Wood & Plastics Subtotal	\$229,000.00
exterior painting (allowance)	110	exterior painting (allowance)	\$15,000.00
	<u></u>		
Roofing patch		Roofing patch	\$3,500.00

Insulation	\$5,500.00	Insulation	\$5,500.00	
Decking materials (allowances)		Decking materials (allowances)	\$4,500.00	
7 - Thermal & Moisture Prot. Subtotal	\$5,500.00	7 - Thermal & Moisture Prot. Subtota		
Windows, skylights, Ext doors (allowance) (optional)	Windows, skylights, Ext doors (allowa	\$15,000.00	
Taberian de la Maine (allamana)		front exterior facing/ trim (allowance)	\$8,500.00	
Interior doors /trim(allowance)		Interior doors /trim(allowance) Garage door(allowance)	\$5,000.00	
Garage door(allowance) Door hardware(allowance)		Door hardware(allowance)	\$1,000.00	
8 - Doors & Windows Subtotal	\$0.00	8 - Doors & Windows Subtotal	\$29,500.00	29368.14
5 - Doors & Windows Subtotal	\$0,00	8 - Doors & Williams Subtotal	\$29,300.00	29300.14
Sheetrock	\$28,000.00	Sheetrock	\$28,000.00	
Bathroom tile (allowance)		Bathroom tile (allowance)	\$2,500.00	
Misc. glazing (shower, mirrors)		Misc. glazing (shower, mirrors)	\$2,000.00	
Stone slab countertops (allowance)		Stone slab countertops (allowance)	\$12,000.00	
Hardwood flooring (allowance)		Hardwood flooring (allowance)	\$15,000.00	
interior painting		interior painting	\$15,000.00	
9 - Finishes Subtotal	\$28,000.00	9 - Finishes Subtotal	\$74,500.00	
sewer line and new main		sewer line and new main		
Rough plumbing (estimate)		Rough plumbing (estimate)	\$24,100.00	
Bathroom fixtures (allowance)		Bathroom fixtures (allowance)	\$4,000.00	
Kitchen appliances (allowance)		Kitchen appliances (allowance)	\$12,000.00	
HVAC		HVAC	\$15,000.00	
10 - Mechanical Subtotal	\$0.00	10 - Mechanical Subtotal	\$55,100.00	112,11 = 111111 , 2,111111 , 1111111 , 1111111 , 1111111 , 111111
Rough electrical (estimate)		Rough electrical (estimate)	\$25,000.00	
Alarm system, phone, network, AV(allowand	ce)	Alarm system, phone, network, AV(al		
Lighting fixtures (allowance)		Lighting fixtures (allowance)		***************************************
11 - Electrical Subtotal	\$0.00	11 - Electrical Subtotal	\$25,000.00	
SUBTOTAL	\$328,200.00	SUBTOTAL	\$530,300.00	
OVERHEAD & PROFIT	\$6,564.00	OVERHEAD & PROFIT	\$10,606.00	
TOTAL COST	\$334,764.00	TOTAL COST	\$540,906.00	

- [1] "below is a spreadsheet with allowances also a spreadsheet with my raw numbers less subcontractor numbers and allowances and example contract please look over and call if you have any questions please note the following were updated on spreadsheet. scaffold pricestucco removal for front. decking material allowance fornt exterior allowance and 2% profit added."
- [2] "below is a spreadsheet with allowances also a spreadsheet with my raw numbers less subcontractor numbers and allowances and example contract please look over and call if you have any questions please note the following were updated on spreadsheet. scaffold pricestucco removal for front. decking material allowance fornt exterior allowance and 2% profit added."

October 10, 2018

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

Re:

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

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

BOS File Nos: _____ (pending)

Historic Preservation Commission Recommendation: Approval

Dear Ms. Calvillo,

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

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

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

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

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

Reception: 415.558.6378

Fax: 415.558.6409

Planning Information:

415.558.6377

BOARD OF SUPERVISOR
SAM FRANCISCO

www.sfplanning.org

Transmittal Materials Mills Act Historical Property Contracts

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

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

Sincerely,

Aaron D. Starr

Manager of Legislative Affairs

cc:

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

Attachments:

Mills Act Contract Case Report, dated October 3, 2018

2253 Webster Street

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

353 Kearny Street

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

465-467 Oak Street

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

587 Waller Street

Historic Preservation Commission Resolution Draft Mills Act Historical Property Contract

Transmittal Materials Mills Act Historical Property Contracts

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

354-356 San Carlos Street

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

811 Treat Avenue

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

File No. 180987

FORM SFEC-126: NOTIFICATION OF CONTRACT APPROVAL

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

City Elective Officer Information (Please print clearly.)

City Elective Officer Information (1 lease print clearty.)	
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:	
Joyjit Nath, Preetha Nath	
Please list the names of (1) members of the contractor's board of direc	ctors: (2) the contractor's chief executive officer, chief
financial officer and chief operating officer; (3) any person who has a	
any subcontractor listed in the bid or contract; and (5) any political co	
additional pages as necessary.	· · · · · · · · · · · · · · · · · · ·
Joyjit Nath, Preetha Nath	
·	
Contractor address:	
354 San Carlos Street	
San Francisco, CA 94110	
Date that contract was approved:	Amount of contracts: \$4,532 (estimated property tax
(By the SF Board of Supervisors)	savings)
Describe the nature of the contract that was approved:	
Mills Act Historical Property Contract	
Comments:	
COMMICKS.	
This contract was approved by (check applicable):	
☐the City elective officer(s) identified on this form	
\mathbf{Z} a board on which the City elective officer(s) serves: San France	cisco Board of Supervisors
	Name of Board
the board of a state agency (Health Authority, Housing Authori	ty Commission, Industrial Development Authority
Board, Parking Authority, Redevelopment Agency Commission,	-
Development Authority) on which an appointee of the City election	
	. 7
Print Name of Board	
Filer Information (Please print clearly.)	
Name of filer:	Contact telephone number:
Angela Calvillo, Clerk of the Board	(415) 554-5184
Address:	E-mail:
City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA	94102 Board.of.Supervisors@sfgov.org
Signature of City Elective Officer (if submitted by City elective officer)	Date Signed
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Signature of Board Secretary or Clerk (if submitted by Board Secretary	or Clerk) Date Signed
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Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

2018 OCT 24

In 9: 30
Time stamp
or meeting date

I hereby submit the following item for introduction (select only or	ne): or	meeting date					
	A C -						
1. For reference to Committee. (An Ordinance, Resolution, N	Motion or Charter Amendment).						
2. Request for next printed agenda Without Reference to Com	ımittee.						
3. Request for hearing on a subject matter at Committee.							
4. Request for letter beginning:"Supervisor		inquiries"					
5. City Attorney Request.							
6. Call File No. from Commi	ittee.						
7. Budget Analyst request (attached written motion).							
8. Substitute Legislation File No.							
9. Reactivate File No.							
10. Topic submitted for Mayoral Appearance before the BOS	on						
	Please check the appropriate boxes. The proposed legislation should be forwarded to the following: Small Business Commission Youth Commission Ethics Commission						
Planning Commission	Building Inspection Commission	1					
Note: For the Imperative Agenda (a resolution not on the prin	ted agenda), use the Imperati	ve Form.					
Sponsor(s):							
Ronen							
Subject:							
[Mills Act Historical Property Contract - 354-356 San Carlos Stre	eet]						
The text is listed:							
Resolution approving an historical property contract between Joyjit and Preetha Nath, the owners of 354-356 San Carlos 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 and record the historical property contract. (Historic Preservation Commission)							
Signature of Sponsoring Superv	isor:)					
Signature of Sponsoring Superv	ISOI.						

For Clerk's Use Only