



# SAN FRANCISCO PLANNING DEPARTMENT

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## Mills Act Contracts Case Report

Hearing Date: December 4, 2013

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San Francisco,  
CA 94103-2479

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- a. *Filing Dates:* September 3, 2013  
*Case No.:* 2013.1261U  
*Project Address:* **50 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential - House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/011  
*Applicant:* Adam Speigel & Guillemette Broulliat-Speigel  
50 Carmelita St.  
San Francisco, CA 94117
- b. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1230U  
*Project Address:* **66 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/015  
*Applicant:* Amy Hockman & Brian Bone  
66 Carmelita St.  
San Francisco, CA 94117
- c. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1260U  
*Project Address:* **70 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/016  
*Applicant:* Elise Sommerville  
70 Carmelita St.  
San Francisco, CA 94117
- d. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1258U  
*Project Address:* **56 Pierce St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0865/013

**Mill Act Applications**  
**December 4, 2013**

2013.1261U; 2013.1230U; 2013.1260U; 2013.1528U; 2013.1254U; 2013.1259U; 2013.1257U; 2013.0575U  
50 Carmelita St.; 66 Carmelita St.; 70 Carmelita St.; 56 Pierce St.; 64 Pierce St.; 64 Pierce St.;  
56 Potomac St.; 66 Potomac St.; 1772 Vallejo St.

- Applicant:* Adam Wilson & Quyen Nguyen  
66 Potomac St.  
San Francisco, CA 94117
- e. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1254U  
*Project Address:* **64 Pierce St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0865/015  
*Applicant:* Jean Paul Balajadia  
64 Pierce St.  
San Francisco, CA 94117
- f. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1259U  
*Project Address:* **56 Potomac St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0866/012  
*Applicant:* Karli Sager & Jason Monberg  
56 Potomac St.  
San Francisco, CA 94117
- g. *Filing Date:* September 3, 2013  
*Case No.:* 2013.1257U  
*Project Address:* **66 Potomac St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0866/015  
*Applicant:* Adam Wilson & Quyen Nguyen  
66 Potomac St.  
San Francisco, CA 94117
- h. *Filing Date:* May 1, 2013  
*Case No.:* 2013.0575U  
*Project Address:* **1772 Vallejo St.**  
*Historic Landmark:* Landmark #31, Burr Mansion  
*Zoning:* RH-2 (Residential House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0552/029  
*Applicant:* John Moran  
1772 Vallejo St.

San Francisco, CA 94123

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

## PROPERTY DESCRIPTION

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

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

## PROJECT DESCRIPTION

This project is a Mills Act Historical Property Contract application.

## MILLS ACT REVIEW PROCESS

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

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

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

## **MILLS ACT REVIEW PROCEDURES**

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

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

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

## **APPLICABLE PRESERVATION STANDARDS**

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

## **TERM**

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

## **ELIGIBILITY**

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

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

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

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

***Residential Buildings***

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

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

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

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

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

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

## **PUBLIC/NEIGHBORHOOD INPUT**

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

## **STAFF ANALYSIS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The rehabilitation program involves repairing and painting historic wood siding; repaired and replaced, as needed, historic millwork; including wood trim and corbels; repair of the leaded glass windows and transoms; repair of the historic front door; repair all windows that could

be repaired and replaced in kind those that were beyond repair (23 windows total) at the front of the house, restored the front entry, including flooring, lighting and removing non-historic detailing; replaced railings at the front entry stairs to be code compliant and historically accurate encased the deteriorated brick foundation in concrete, added structural steel beams, comment frames, sheer walls and steel framing throughout the house to meet seismic standards; leveled the house to improve drainage at grade; removed concrete slabs at front yard and replaced with planter areas and borders (to return the yard to the historic setting); remediated water pooling at the exterior of house by re-grading and installing trench drain repaired existing roof drains; installed new roof drains to correct drainage issues from neighboring houses. Please refer to the attached Rehabilitation Plan for a full description of the proposed work. No changes to the use are proposed. Please refer to the attached Rehabilitation Plan for a full description of the proposed work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PLANNING DEPARTMENT RECOMMENDATION**

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

## **ISSUES AND OTHER CONSIDERATIONS**

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

## **HISTORIC PRESERVATION COMMISSION ACTIONS**

Review and adopt a resolution for each property:

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

### **Attachments:**

**a. 50 Carmelita St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

**b. 66 Carmelita St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

**c. 70 Carmelita St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

**d. 56 Pierce St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

**e. 64 Pierce St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

**f. 56 Potomac St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

**g. 66 Potomac St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Rehabilitation & Maintenance Plan

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

Exhibit D: Mills Act Application

**h. 1772 Vallejo St.**

Draft Resolution

Exhibit A: Draft Mills Act Historical Property Contract

Exhibit B: Draft Historic Structures Report

Exhibit C: Draft Rehabilitation & Maintenance Plan

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

Exhibit E: Mills Act Application



# SAN FRANCISCO PLANNING DEPARTMENT

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## Historic Preservation Commission Draft Resolution

HEARING DATE DECEMBER 4, 2013

*Hearing Date:* December 4, 2013  
*Filing Dates:* September 3, 2013  
*Case No.:* 2013.1260U  
*Project Address:* **70 Carmelita St.**  
*Landmark District:* Duboce Park Landmark District  
*Zoning:* RH-2 (Residential - House, Two Family)  
40-X Height and Bulk District  
*Block/Lot:* 0864/016  
*Applicant:* Elise Sommerville  
70 Carmelita St.  
San Francisco, CA 94117  
*Staff Contact:* Susan Parks – (415) 575-9101  
susan.parks@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
[tim.frye@sfgov.org](mailto:tim.frye@sfgov.org)

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### ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 70 CARMELITA STREET:

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

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

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

**WHEREAS**, the existing building located at 70 Carmelita Street and is listed under Article 10 of the San Francisco Planning Code Planning Code as a contributor to the Duboce Park Landmark District and thus qualifies as a historic property; and

**WHEREAS**, the Planning Department has reviewed the Mills Act application, historical property contract, rehabilitation program, and maintenance plan for 70 Carmelita Street, which are located in Case

Docket No. 2013.1260U. 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 70 Carmelita Street as an historical resource and believes the rehabilitation program and maintenance plan are appropriate for the property; and

**WHEREAS**, at a duly noticed public hearing held on December 4, 2013, the Historic Preservation Commission reviewed documents, correspondence and heard oral testimony on the Mills Act application, historical property contract, rehabilitation program, and maintenance plan for 70 Carmelita Street, which are located in Case Docket No. 2013.1260U. The Historic Preservation Commission recommends approval of the Mills Act historical property contract, rehabilitation program, and maintenance plan.

**THEREFORE BE IT RESOLVED** that the Historic Preservation Commission hereby recommends that the Board of Supervisors approve the Mills Act historical property contract, rehabilitation program, and maintenance plan for the historic building located at 70 Carmelita Street.

**BE IT FURTHER RESOLVED** that the Historic Preservation Commission hereby directs its Commission Secretary to transmit this Resolution, the Mills Act historical property contract, rehabilitation program, and maintenance plan for 70 Carmelita Street, and other pertinent materials in the case file 2013.1260U to the Board of Supervisors.

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

Jonas P. Ionin  
Commissions Secretary

AYES:

NOES:

ABSENT:

ADOPTED:

## Site Photo



Historic Preservation commission  
Case Number 2013.1260U  
Mills Act Historical Property Contract  
70 Carmelita St.

# Aerial Photo



SUBJECT PROPERTY



Historic Preservation commission  
Case Number 2013.1260U  
Mills Act Historical Property Contract  
70 Carmelita St.

**EXHIBIT A:**

**DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT**



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

**CALIFORNIA MILLS ACT  
HISTORIC PROPERTY AGREEMENT  
70 Carmelita Street  
Click here to enter text.  
SAN FRANCISCO, CALIFORNIA**

**THIS AGREEMENT** is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Elise Marie Sommerville, ("Owner(s)").

**RECITALS**

Owners are the owners of the property located at 70 Carmelita Street, in San Francisco, California (Block 0864, Lot 016). The building located at 70 Carmelita Street is designated as a contributor to "a City Landmark pursuant to Article 10 of the Planning Code" and is also known as the "PROPERTY NAME, IF ANY" ("Historic Property").

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately Forty three thousand Dollars (\$43,000]). (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 twelve hundred Dollar (\$ 1,200.00 s) annually (See Maintenance Plan, Exhibit B).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Authority. If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such

entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owners are authorized to do so.

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

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

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

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

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

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

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
CITY ATTORNEY

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

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

OWNERS

By:  \_\_\_\_\_

DATE: 9/3/2013

[NAME], Owner ELISE SOMERVILLE

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

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

**EXHIBIT B:**

**DRAFT REHABILITATION & MAINTENANCE PLAN**



## EXTERIOR:

### Paint wood siding:

Contract year work completion: 2021

Total Cost: \$20,000+

Description: The house was painted in 2006. The house will be inspected prior to painting. All areas that have dry rot or other damage will be patched or repaired according to best practices. If siding is deteriorated beyond repair it will be replaced in kind to match the historic wood siding. Siding will be primed and painted with two coats of paint.

### Paint wood millwork:

Description: All areas that have dry rot or other damage will be patched or repaired according to best practices. If millwork is deteriorated beyond repair it will be replaced in kind to match the historic millwork. Millwork will be primed and painted with 2 coats of paint.

### Roof Replacement:

Contract year work completion: 2015

Total Cost: \$20,000+

Description: Remove existing roof material and re roof using fiberglass shingles. Inspect and replace all flashing at exterior of house including flashing around mechanical ventilation, chimneys and skylight to insure that there are no leaks. Waterproof Dutch gutter on South side using Bitumen Membrane to insure there are no leaks. Waterproof walls of dormers using Bitumen Membrane.

### Gutters:

Description: Inspect gutters for leaks. Replace leaking and deteriorated gutters and down spouts as needed, and ensure that all water is redirected away from the foundation of the house.

### Driveway:

Contract year of work completion: 2017

Total Cost: \$3000.00

Description: Currently the concrete driveway slopes into the garage and the water runs down the driveway and floods the garage area. We will install a trench drain that runs the width of the driveway at the base of the garage door. This will tie to the original drain that is in the garage.

**EXTERIOR:**

**Wood siding and millwork:**

Inspect: Annually

Annual: Spot prime, paint and caulk as necessary to protect wood siding.

Long term: Approximately every 15 years, replace or repair millwork as needed. Prep and repaint building.

**Roof and Gutters:**

inspect: Annually. Clean Dutch gutter as needed. Clean gutters, remove debris and blockages, check joints/connections. Check that water is draining away from house.

Maintain: As required.

**Front Door and Garage Door:**

Inspect: Annually

Maintain: Sand, re stain and clear coat every 3-4 years. Replace/adjust hardware as necessary.

**Glazing:**

Inspect: Annually

Annual: Maintain as necessary, checking for signs of moisture infiltration and dry rot or other damage. Repair damage when possible. Replace when necessary.

**Drain in garage:**

Inspect: Through out rainy season. Clean out to prevent damage, blocking and flooding in garage and basement.

Annual: Maintain as necessary.

**Landscape (Juniper planted on front of house):**

Inspect: Annually

Maintain: Trim accordingly to keep branches away from rubbing wood work.

**Graffiti:**

Maintain: On going issue. Remove and or paint over as required.



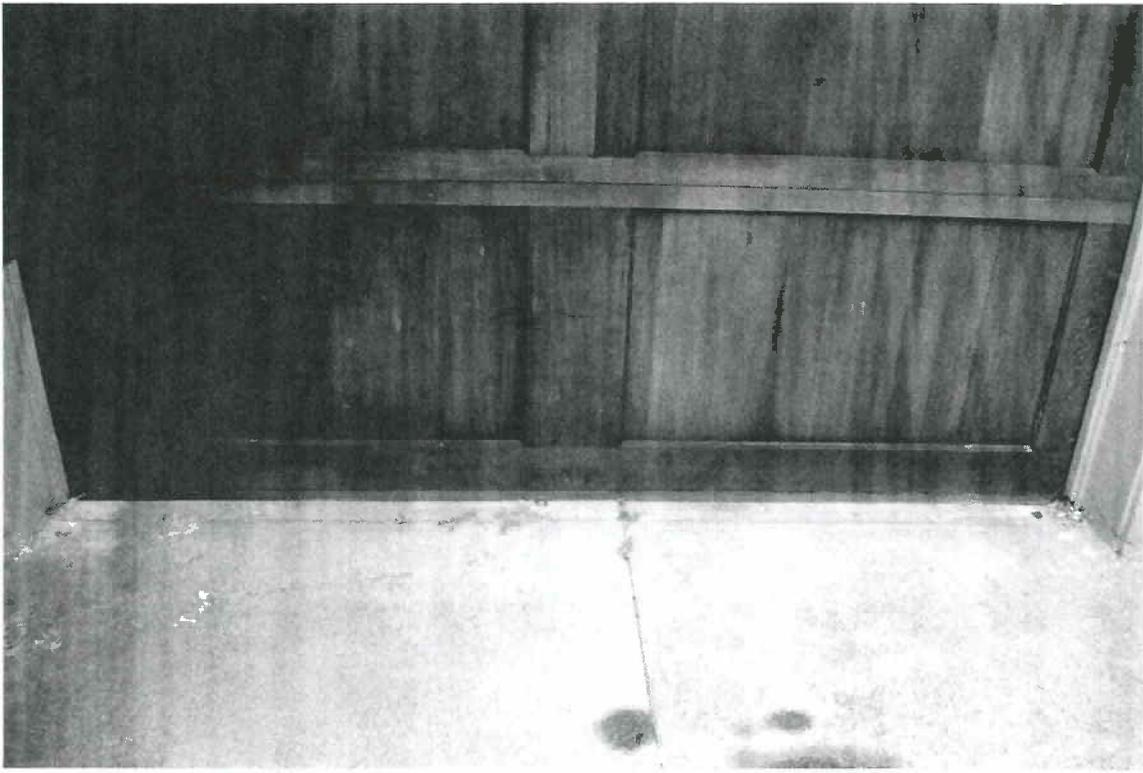
Landscape (Juniper planted on front of house). Inspect annually. Trim accordingly to keep branches away from rubbing original wood work on body of house.



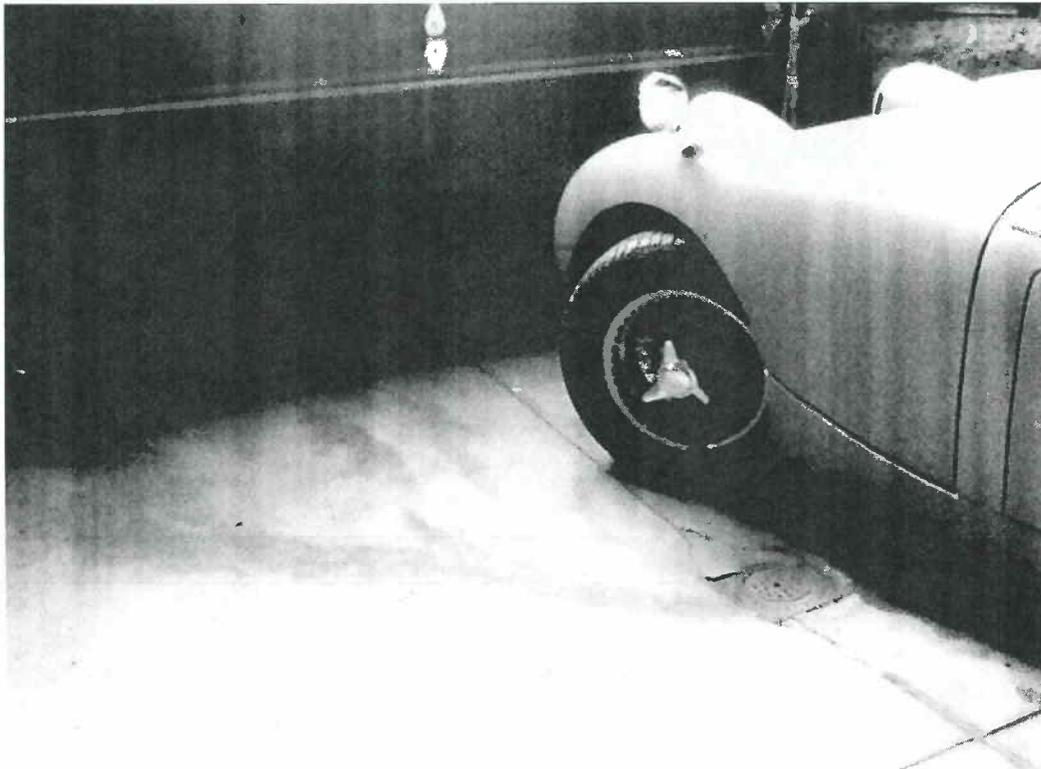
Landscape (Juniper planted on front of house). Inspect annually. Trim accordingly to keep branches away from rubbing original work on body of house.



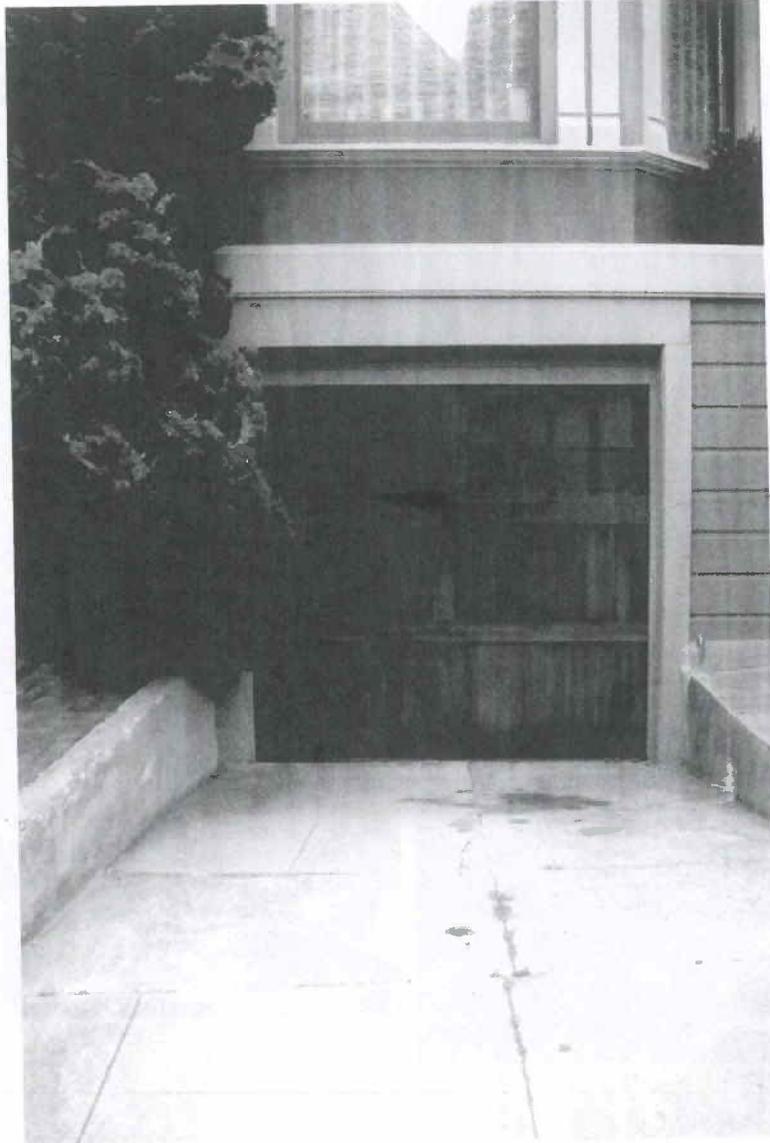
Front door. Inspect annually. Maintenance will require sanding, restain and clear coat every 3-4 years. Replace/adjust hardware as necessary.



Exterior of Garage Door showing water damage.

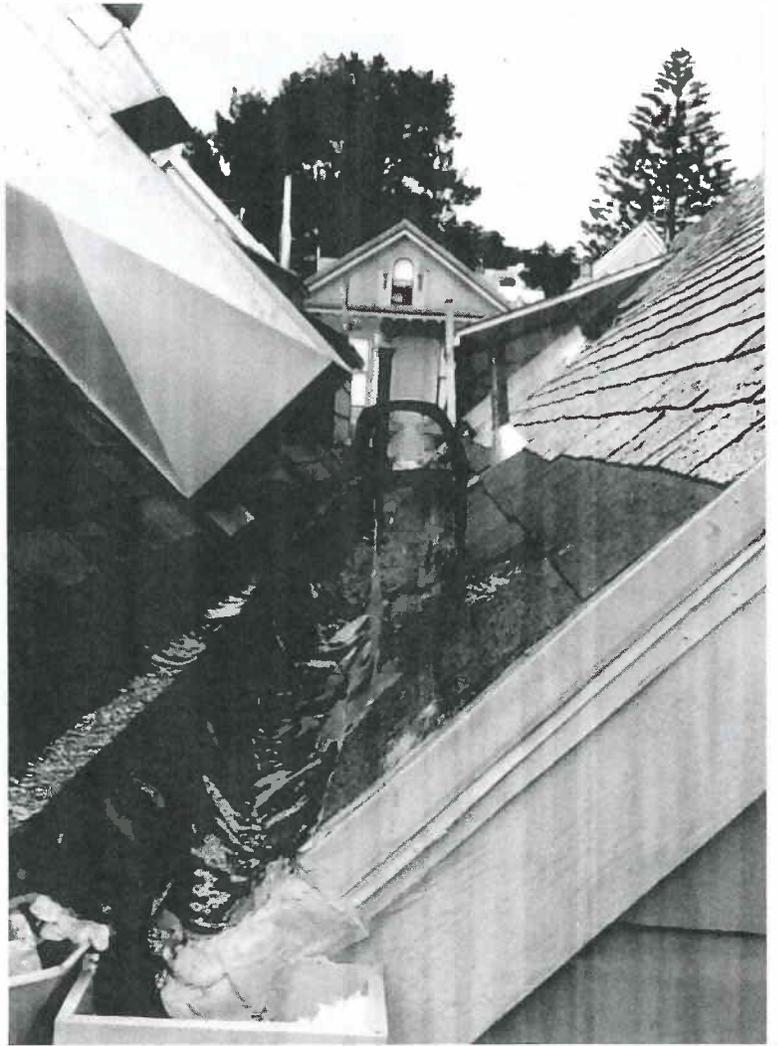
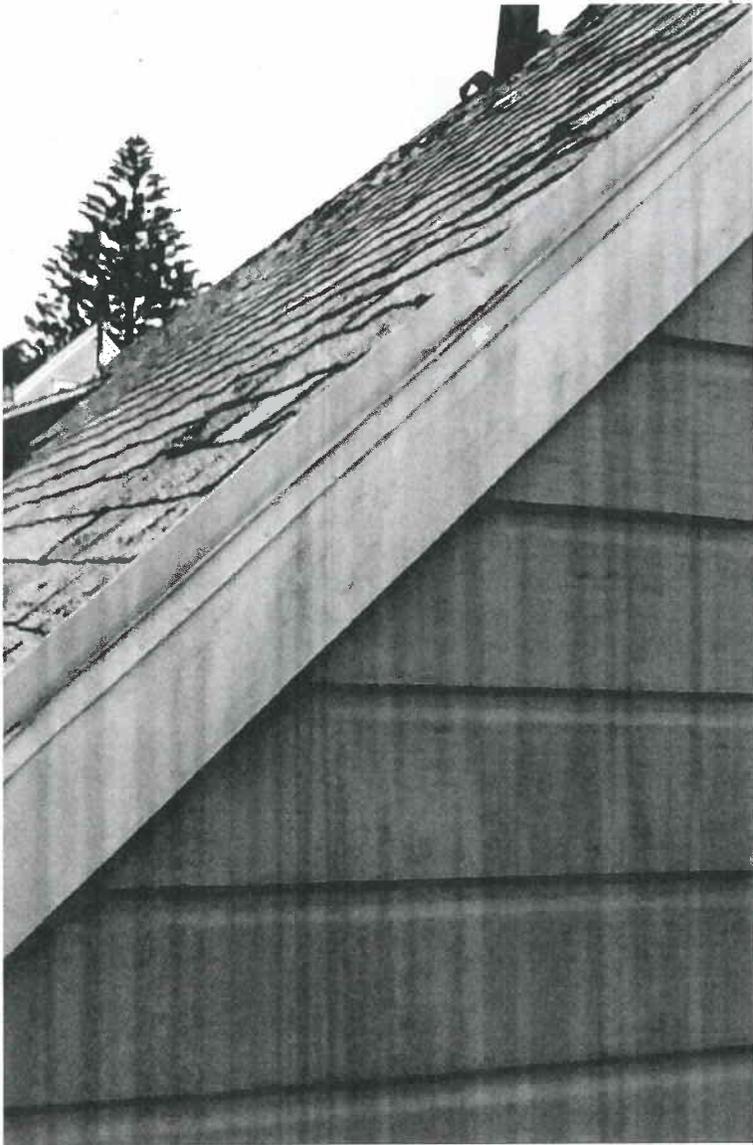


Drain inside garage. Inspect throughout rainy season. Clean out to prevent damage, blocking and flooding in garage and basement. Propose adding trench drain on outside of garage door and tie into this existing drain to prevent flooding inside garage and basement and water damage to garage door.



Garage door showing water damage due to slope of driveway and improper drainage. Trench drain proposed in front of garage door to collect water before it can go into the garage.

Garage door will need to be inspected annually. Maintenance will require sanding, restain, and clear coat every 3-4 years. Replace/adjust hardware as necessary.



Roof and Dutch Gutter. Roof will be replaced in 2015. Inspect annually. Clean dutch gutter and all other gutters as necessary.



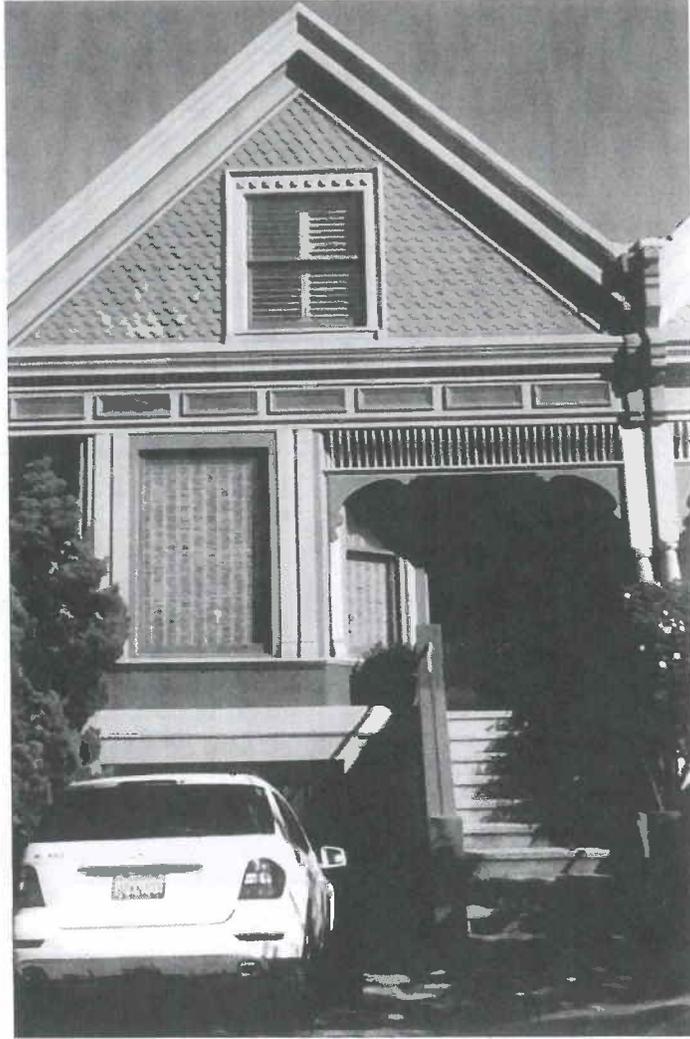
Front Façade of 70 Carmelita St.



**EXHIBIT C:**

**DRAFT MARKET ANALYSIS & INCOME APPROACH  
PROVIDED BY THE ASSESSOR'S OFFICE**





70 Carmelita Street  
APN 06-0864-016

**MILLS ACT VALUATION**



APN: 06-0864-016 SF Landmark: \_\_\_\_\_  
 Property Location: 70 Carmeltia St Date of Mills Act Application: 9/3/2013  
 Applicant's Name: Elise Sommerville Trust Property Type: Single Family Dwelling  
 Agt./Tax Rep./Atty: \_\_\_\_\_ Date of Sale: 3/30/1999  
 Applicant supplied appraisal? No Sale Price: \$500,000

DATE OF MILLS ACT VALUATION: September 3, 2013

TAXABLE VALUE - THREE WAY VALUE COMPARISON					
FACTORED BASE YEAR VALUE		RESTRICTED MILLS ACT VALUE		CURRENT MARKET VALUE	
Land	\$ 381,159	Land	\$ 510,000	Land	\$1,320,000
Imps	\$ 254,104	Imps	\$ 340,000	Imps	\$880,000
<b>Total</b>	<b>\$ 635,263</b>	<b>Total</b>	<b>\$ 850,000</b>	<b>Total</b>	<b>\$2,200,000</b>

PROPERTY CHARACTERISTICS					
Present Use:	SFR	Neighborhood:	Hayes Valley	Number of Stories:	1
Number of Units	1	Year Built:	1900	Land Area (SF):	2,374
Owner Occupied:		Building Area:	2,439	Zoning:	RH2

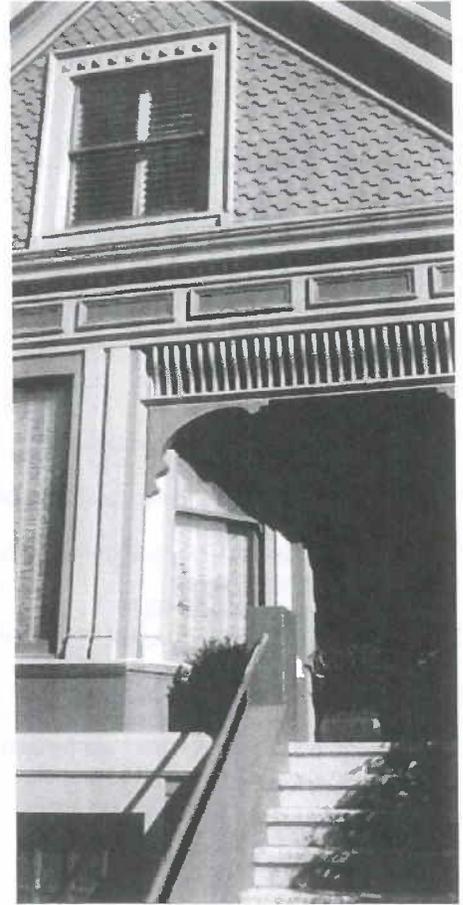
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Comparable Rents	Page 5
Sales Comparison Valuation	Page 6
Map of Comparable Sales	Page 7

**CONCLUSION AND RECOMMENDATIONS**

Based on the three-way value comparison, the lowest of the three values is the factored base year value.  
 The taxable Mills Act value on: September 3, 2013 is \$850,000  
 No additional reduction is recommended.

Appraiser: Timothy Landregan Date: 11/01/13  
 Principal Appraiser: Cathleen Hoffman

0864-016 - Photos



**RESTRICTED INCOME APPROACH**

**APN 06-0864-016**  
**70 Carmelita Street**  
**Restricted Mills Act Value**  
**Lien Date: August 31, 2013**

**Owner Occupied**

**Potential Gross Income:**

	GLA (SF)	x	Annual Rent / SF	=	
	2,439		\$40.00		\$97,560
Less Vacancy & Collection Loss			2%		<u>(\$1,951)</u>
Effective Gross Income					\$95,609
Less Anticipated Operating Expenses*			15%		<u>(\$14,341)</u>
Net Operating Income (before property taxes)					\$81,267

Restricted Capitalization Rate Components:

Rate Components:

2013 Interest Rate per SBR		3.7500%
Risk rate (4% owner occupied / 2% all other property types)		4.0000%
Property tax rate (2012)		1.1691%
Amortization rate for the Improvements:		
Remaining Economic Life:	60	
Amortization per Year (reciprocal)	0.0167	<u>1.6667%</u>

Overall Rates:

Land	8.9191%
Improvements	10.5858%

Weighted Capitalization Rate

Land	60%	5.35%
Improvements	40%	<u>4.23%</u>
<b>Total</b>		<b>9.59%</b>

**RESTRICTED VALUE**

**\$847,793**

**ROUNDED TO**

**\$850,000**

\*Annual Operating Expenses include Water Service, Refuse Collection, Insurance, Maintenance and Property Management, typically estimated at 15% of effective gross income. TP estimates actual annual operating expenses of the subject property are \$11,418 (12% of EGI)

Rental Comps

Comp #1: Parnassus His



Listing Agent: Sotheby's  
 Address: Not provided  
 Cross Streets: Clayton at Parnassus  
 SF: 2,400  
 Layout: 4/2.5, 2 car parking  
 Monthly Rent: \$7,700  
 Rent/Foot/Mo: \$3.21  
 Annual Rent/Foot: \$38.50

Comp #2: Cow Hollow



Bay Property Group  
 2546 Greenwich St  
 Between Scott and Divisadero  
 4,350  
 4/6, 3 car parking  
 \$13,495  
 \$3.10  
 \$37.23

Comp #3: Marina



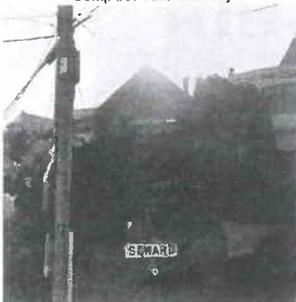
J Wavro Associates  
 Not Provided  
 Scott at Bay  
 3,000  
 4/3, 2 car parking  
 \$6,950  
 \$2.98  
 \$35.80

Comp #4: Twin Peaks



By Owner  
 106 Midcrest Way (Midtown Terrace)  
 West side of the peaks (Twin Peaks Blvd)  
 1,950  
 2/2, 1 car parking  
 \$4,750  
 \$2.44  
 \$29.23

Comp #5: Eureka Valley



Listing Agent: By Owner  
 Address: 1 Seward Street  
 Cross Streets: Seward at Douglass (Kite Hill)  
 SF: 1,700  
 Layout: 2/2, No parking  
 Monthly Rent: \$6,900  
 Rent/Foot/Mo: \$4.06  
 Annual Rent/Foot: \$48.71

Comp #6: Twin Peaks



Golden Gate Properties  
 26 Portola Drive  
 Portola and Market  
 1,350  
 3/1.5, 2 car parking  
 \$4,300  
 \$3.19  
 \$38.22

Comp #7: Twin Peaks



REMax/Westlake Properties  
 441 Delbrook (@ Panorama)  
 Panorama @ Clarendon  
 1,127  
 3/2, 2 car parking  
 \$4,200  
 \$3.73  
 \$44.72

Comp #8: Eureka Valley



Donnelly Enterprises  
 Not Provided  
 Noe Street at Liberty Street  
 2,600  
 3/2.5, 2 tandem parking  
 \$8,200  
 \$3.15  
 \$37.85

**SINGLE FAMILY MARKET ANALYSIS**

APN	Subject 0864-016	Sale 1 3561-046	Sale 2 0869-034	Sale 3 0864-008			
							
Address	70 Carmelita St	51 Beaver	251 Waller St	55 Pierce St			
		\$1,733,300	\$2,730,000	\$2,250,000			
Sale Price / Square Foot		\$928	\$1,083	\$900			
	Description	Description	Adjust.	Description	Adjust.	Description	Adjust.
Date of Valuation/Sale	09/03/13	09/26/12	\$103,998	9/19/2012	\$163,800	05/22/13	\$33,750
Location	Hayes Valley	Duboce Triangle	\$80,000	Hayes Valley		Hayes Valley	
Lot Size	2,374	2,875	(\$25,050)	3,337	(\$48,150)	2,374	\$0
View	Neighborhood/Open Space	Neighborhood				Neighborhood	
Year Blt/Year Renovated	1900	1902		1900		1900	
Condition	Good/Remodeled	average/updated	\$150,000			Good/Remodeled	
Construction Quality	Good	Good				Good	
Gross Living Area	2,439	1,867	\$114,400	2,520	(\$16,200)	2,500	
Total Rooms	7	7		8		6	
Bedrooms	3	2				3	
Bathrooms	2	2.5	(\$15,000)	2		3	\$40,000
Stories	2	3		3		3	
Garage	1 car	1 car	\$0	2 car	(\$40,000)	2 car	(\$40,000)
Net Adjustments			\$408,348		\$59,450		\$33,750
Indicated Value	\$2,200,000		\$2,141,648		\$2,789,450		\$2,283,750
Adjust. \$ Per Sq. Ft.	\$902		\$878		\$1,144		\$936

VALUE RANGE: \$900 to \$1100 per foot

VALUE CONCLUSION: \$2,200,000 \$902

**Adjustments** Lot size adjustment: \$50/foot; Adjustment for view: \$50,000, GLA adjustment: \$200/foot; Adjustment for bath counts: \$25,000 for full bath, \$15,000 for partial bath. Adjustment for garage parking; \$40,000 per space.

Comp #1 sold in average condition (older remodel) with mostly original condition. Very similar in design as subject, condition is the significant difference. Also, comp #1 is located in Duboce Triangle, a slightly inferior location to subject (at park, Hayes Valley)

Market conditions adjustment: 5 to 10% increase in values from 2012 to 2013 (.5% per month)

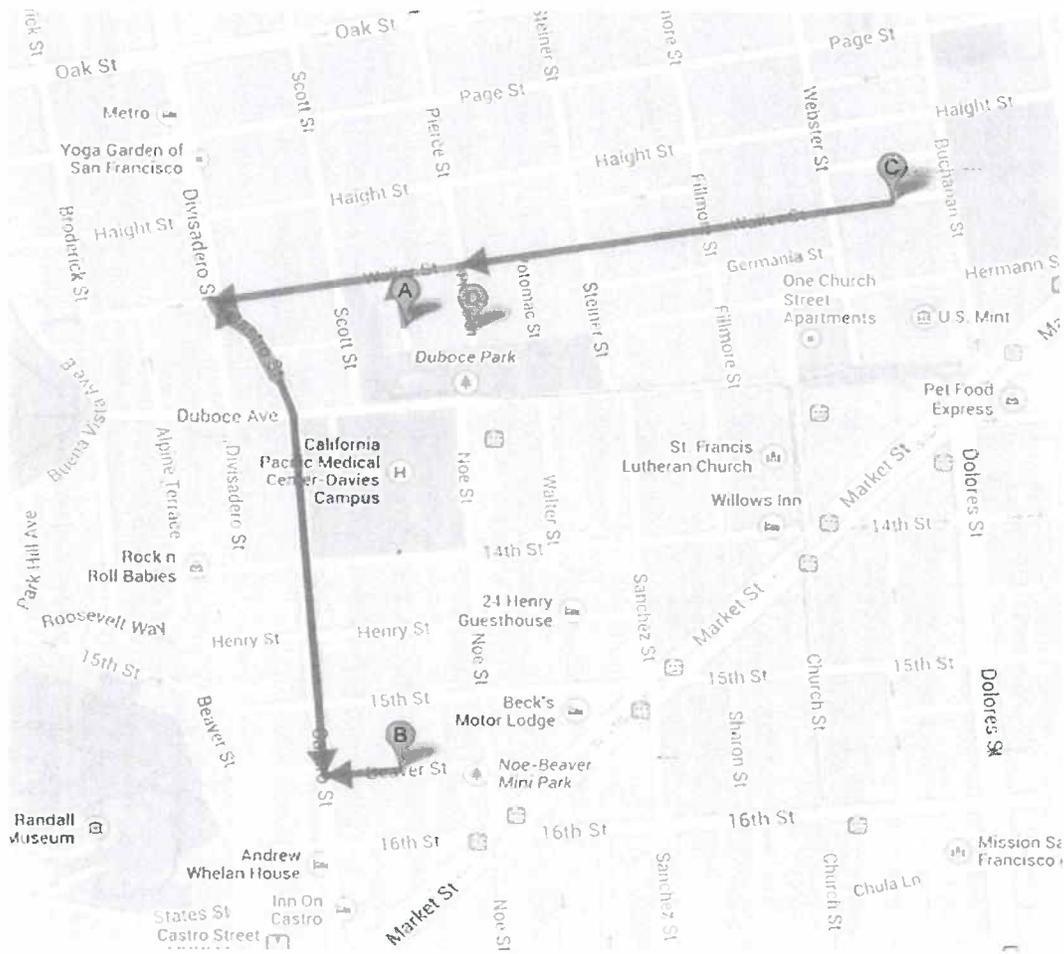
**MARKET VALUE**

LAND	\$1,320,000
IMPROVEMENTS	\$880,000
TOTAL	\$2,200,000
Market Value / Foot	\$902

**ASSESSED VALUE**

LAND	\$381,159
IMPROVEMENTS	\$254,104
TOTAL	\$635,263
Assessed Value / Foot	\$260

**Map of Subject Property and Comparable Sales**



- |          |                         |                        |
|----------|-------------------------|------------------------|
| <b>A</b> | <b>Subject Property</b> | <b>70 Carmelita St</b> |
| <b>B</b> | <b>Comp #1</b>          | <b>51 Beaver St</b>    |
| <b>C</b> | <b>Comp #2</b>          | <b>251 Waller St</b>   |
| <b>D</b> | <b>Comp #3</b>          | <b>55 Pierce St</b>    |



**EXHIBIT D:**

**MILLS ACT APPLICATION**





SAN FRANCISCO  
PLANNING  
DEPARTMENT

## APPLICATION PACKET FOR

# Mills Act Historical Property Contract

Planning Department  
1650 Mission Street  
Suite 400  
San Francisco, CA  
94103-9425

T: 415.558.6378  
F: 415.558.6409

Chapter 71 of the San Francisco Administrative Code allows the City and County of San Francisco to enter into a preservation contract with local property owners who restore and preserve qualified historic properties. In exchange for maintaining and preserving a historic property, the owner receives a property tax reduction.

Planning staff are available to advise you in the preparation of this application. Call (415) 558-6377 for further information.

### WHAT IS A MILLS ACT PROPERTY CONTRACT?

The Mills Act Contract is an agreement between the City and County of San Francisco and the owner of a qualified property based on California Government Code, Article 12, Sections 50280-50290 (Mills Act). This state law, established in 1976, provides for a property tax reduction for owners of qualifying historic properties who agree to comply with certain preservation restrictions and use the property tax savings to help offset the costs to restore, rehabilitate, and maintain their historic resource according to the *Secretary of the Interior's Standards and the California Historical Building Code*. The San Francisco Board of Supervisors approves all final contracts. Once executed, the contract is recorded on the property and leads to reassessment of the property the following year.

### WHO MAY APPLY FOR A MILLS ACT PROPERTY CONTRACT?

The Mills Act is for property owners who are actively rehabilitating their properties or have recently completed a rehabilitation project compliant with the *Secretary of the Interior's Treatment of Historic Properties*, in particular the Standards for Rehabilitation, and the California Historical Building Code. Recently completed projects shall mean completed in the year prior to the application. Eligibility for Historical Property Contracts shall be limited to buildings or structures with a pre-contract assessed valuation of \$3,000,000 or less for residential buildings, and \$5,000,000 or less for commercial or industrial buildings, unless the individual property is granted an exemption from those limits by the Board of Supervisors.

Applicants who enter into a contract with San Francisco and fail to rehabilitate or maintain the property are subject to the City cancelling the contract and the Assessor collecting the 12.5 percent of current fair market value penalty against the property. All property owners must enter into the contract. The attached application has three separate entries for property owners if there are multiple. Please attach additional sheets if necessary.



# APPLICATION FOR Mills Act Historical Property Contract

## 1. Owner/Applicant Information

PROPERTY OWNER 1 NAME: <b>EUSE SOMMERVILLE TRUST</b>	TELEPHONE: <b>415 863-6002</b>
PROPERTY OWNER 1 ADDRESS: <b>70 CARMELITA ST SF CA 94117</b>	EMAIL: <b>RESIGLOPTIONS@ymail.com</b>

PROPERTY OWNER 2 NAME: <b>NA</b>	TELEPHONE: <b>( )</b>
PROPERTY OWNER 2 ADDRESS:	EMAIL:

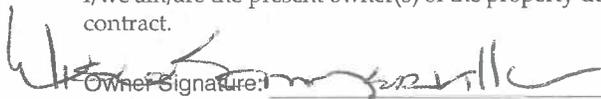
PROPERTY OWNER 3 NAME: <b>NA</b>	TELEPHONE: <b>( )</b>
PROPERTY OWNER 3 ADDRESS:	EMAIL:

## 2. Subject Property Information

PROPERTY ADDRESS: <b>70 CARMELITA ST</b>	ZIP CODE: <b>94117</b>
PROPERTY PURCHASE DATE: <b>MARCH 1999</b>	ASSESSOR BLOCK/LOT(S): <b>LOT 16 Block 864</b>
MOST RECENT ASSESSED VALUE: <b>\$ 1,270,000</b>	ZONING DISTRICT: <b>RH 2</b>

Are taxes on all property owned within the City and County of San Francisco paid to date?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Do you own other property in the City and County of San Francisco? <i>If Yes, please list the addresses for all other property owned within the City of San Francisco on a separate sheet.</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Property is designated as a City Landmark under Article 10 of the Planning Code	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Are there any outstanding enforcement cases on the property from the San Francisco Planning Department or the Department of Building Inspection?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

I/we am/are the present owner(s) of the property described above and hereby apply for an historical property contract.

Owner Signature: 

Date: 7/3/2013

Owner Signature: \_\_\_\_\_

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

Owner Signature: \_\_\_\_\_

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

### 3. Program Priority Criteria

Please check the appropriate categories as they apply to your building. Use a separate sheet to explain why your building should be considered a priority when awarding a Mills Act Historical Property Contract. As a matter of policy, priority is given to small-scale residential and mixed-use properties that answer "yes" to Criterion 2 (below), as well as those properties in need of substantial reinvestment and those that would support revitalization in the surrounding area.

#### 1. Property meets one of the six criteria for a qualified historic property:

Property is individually listed in the National Register of Historic Places	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Property is listed as a contributor to an historic district included on the National Register of Historic Places	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Property is designated as a City Landmark under Article 10 of the Planning Code	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Property is designated as a contributory building to an historic district designated under Article 10 of the Planning Code	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Property is designated as a Category I, II or III (significant) to a conservation district under Article 11 of the Planning Code	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Property is designated as a Category I, II, or IV (contributory) to a conservation district under Article 11 of the Planning Code	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

#### 2. Property falls under the following Property Tax Value Assessments:

Residential Buildings: \$3,000,000	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Commercial, Industrial or Mixed Use Buildings: \$5,000,000	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

*\*If property value exceeds these values please complete Part 4: Application of Exemption*

#### 3. Rehabilitation/Restoration/Maintenance Plan:

A 10 Year Rehabilitation/Restoration/Maintenance Plan will be submitted detailing work to be performed on the subject property	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
--	---	-----------------------------

#### 4. Required Standards:

Proposed work will meet the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties</i> and/or the California Historic Building Code.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
---	---	-----------------------------

*\*Detail how the proposed work meets the Secretary of Interior Standards on a separate sheet or include as part of Rehabilitation/Restoration/Maintenance Plan.*

#### 5. Mills Act Tax Savings:

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
--	---	-----------------------------

#### 4. Application for Exemption from Property Tax Valuation

If answered "no" to either question under No. 2 "Property fall under the following Property Tax Value Assessments" in the Program Priority Criteria Checklist, on a separate sheet of paper, explain how the property meets the following criteria and should be exempt from the property tax valuations. Also attach a copy of the most recent property tax bill.

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

NAMES:
TAX ASSESSED VALUE:
PROPERTY ADDRESS:

By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate.

Owner Signature: _____	Date: _____
Owner Signature: _____	Date: _____
Owner Signature: _____	Date: _____

#### Planning Department Staff Evaluation

**THIS SECTION TO BE COMPLETED EXCLUSIVELY BY PLANNING DEPARTMENT STAFF**

Exceptional Structure?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Specific threat to resource?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Complete HSR submitted?	YES <input type="checkbox"/> NO <input type="checkbox"/>

Percent above value limit: \_\_\_\_\_

No. of criteria satisfied: \_\_\_\_\_

Planner's Initial: \_\_\_\_\_

## 5. Draft Mills Act Historical Agreement

Please complete and attach the Planning Department's "Mills Act Contract" form, which can be accessed at [sfplanning.org](http://sfplanning.org), from the Permits and Zoning and Permit Forms tab. Any modifications made to this standard City contract by the applicant or an independently prepared contract shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors, which may result in additional processing time.

7. Notary Acknowledgment Form

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

State of California

County of: San Francisco

On: July 11, 2013 before me, Clayton J. N. Hansen,  
DATE INSERT NAME OF THE OFFICER

NOTARY PUBLIC personally appeared: Elise Sommerville,  
NAME(S) OF SIGNER(S)

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

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

WITNESS my hand and official seal.

CJNHansen  
SIGNATURE



(PLACE NOTARY SEAL ABOVE)

## 8. Historical Property Tax Adjustment Worksheet Calculation

The following is an example showing the possible tax benefits to the historical property owner of an owner-occupied single-family dwelling. This form is a guideline only. Your reduced property tax under a Mills Act contract is not guaranteed to match this calculation.

### Determine Annual Income and Annual Operating Expenses

An \$120,000 potential gross income less a vacancy and collection loss of \$2,400 and less \$17,640 annual expenses for maintenance, repairs, insurance, and utilities yields a net annual income of \$99,960. (Mortgage payments and property taxes are not considered expenses). Estimated vacancy and collection loss is based upon what is typically happening in the marketplace. It can be different for different properties (i.e. - residential properties generally have a lower vacancy and collection loss than commercial properties). The theory is that when estimating a property's value using the income approach (the approach required for Mills Act valuations) it is reasonable to assume some rent loss due to vacancy and inability to collect rents.

### Determine Capitalization Rate

Add the following together to determine the Capitalization Rate:

- The Interest Component is determined by the Federal Housing Finance Board and is based on conventional mortgages. While this component will vary from year to year, the State Board of Equalization has set this at 4.75% for 2012.
- The Historical Property Risk Component of 4% (as prescribed in Sec. 439.2 of the State Revenue and Tax Code) applies to owner-occupied single-family dwellings. A 2% risk component applies to all other Properties.
- The Property Tax Component (Post-Prop. 13) of .01 times the assessment rate (1.00% / 100%)
- The Amortization Component is set equal to the reciprocal of the remaining life of the structure set at the discretion of the County Assessor for each individual property. In this example the structure is 60 years old and the improvements represent 45% of the total property value. The amortization component is calculated thus:  $1/60 = .0167 \times .45 = .0075$ .

### Calculate New Assessed Value and Estimated Tax Reduction

The new assessed value is determined by dividing the annual net income (\$99,960) by the capitalization rate .1067 (10.67%) to arrive at the new assessed value of \$936,832.

Lastly, determine the amount of taxes to be paid by taking the current tax rate of 1.167 (1%) of the assessed value \$26,652. Compare this with the current property tax rate for land and improvements only (be sure not to include voter indebtedness, direct assessments, tax rate areas and special districts items on your tax bill).

In this example, the annual property taxes have been reduced by \$15,719 (\$26,652 - \$10,933), an approximately 40% property tax reduction.

### EXAMPLE:

Simple Property Tax Calculation  
 Current Assessed Value = \$2,283,810  
 Current Tax Rate = X 1.167%  
 Current Property Taxes = @26,652

### Assessment Using Mills Act Valuation Methodology

Potential Annual Gross Income Using Market Rent (\$10,000 per month X 12 months)	\$120,000
Estimated Vacancy and Collection Loss of 2%	(\$2,400)
Effective Gross Income	\$117,600
Less Operating Expenses (i.e. utilities, insurance, maintenance, management)	(\$17,640)
Net Income	\$99,960
Restricted Capitalization Rate	10.67%
Historical Property Value	\$936,832
Current Tax Rate	X 1.167%
New Tax Calculation	\$10,933

---

Property Tax Savings \$15,719

7. HISTORICAL PROPERTY TAX ADJUSTMENT WORKSHEET GUIDE  
 70 CARNELITA ST  
 OWNER OCCUPIED - YES

		Comments
<b>STEP 1 : Determine annual income of property</b>		
1	Monthly rental income	\$ 5,000*
2	Annual rental income	\$ 60,000
3	Deduction for vacancy	\$ 57,000
<b>STEP 2 : Calculate annual expenses</b>		
4	Insurance	\$ 4,710
5	Utilities	\$ 2,658
6	Maintenance	\$ 1,200
7	Management <i>5%</i>	\$ 2,850
8	Other operating expenses	\$ -
9	<b>Total Expenses</b>	<b>\$ 11,418</b>
<b>STEP 3: Determine annual net income</b>		
10	<b>Net operating income</b>	<b>\$ 45,582</b>
<b>STEP 4: Determine capitalization rate</b>		
11	Interest Component	3.75% Changes annually
12	Historic property risk component	4.00%
13	Property tax component	1.00%
14	Amortization component	5.00%
15	<b>Capitalization rate</b>	<b>13.75%</b>
<b>STEP 5: Calculate new assessed value</b>		
16	Mills Act assessment value	\$ 331,505
<b>STEP 6: Determine estimated tax reduction</b>		
17	Current Tax	\$ 7,446
18	Tax under Mills Act	\$ 3,315 Line 16 x 1%
19	<b>Estimated Tax reduction</b>	<b>\$ 4,131</b>

\* Zillow's estimate is \$5,246.00 per month. See attached.  
 It lists 3 bedrooms. The 3<sup>rd</sup> "bedroom" is very small and has no closet. In addition there are no kitchen cabinets, no landscaping and the basement is not finished.

input cells

~~ppt example~~

~~\$ 8,421~~

~~\$ 101,053~~

~~\$ 96,000~~

## Application Checklist to be Submitted with all Materials

Utilize this list to ensure a complete application package is submitted.

<b>1</b>	<b>Historical Property Contract Application</b> Have all owners signed and dated the application?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>2</b>	<b>Priority Consideration Criteria Worksheet</b> Have three priorities been checked and adequately justified?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>3</b>	<b>Exemption Form &amp; Historic Structure Report</b> Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000 Have you included a copy of the Historic Structures Report completed by a qualified consultant?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>4</b>	<b>Draft Mills Act Historical Property Agreement</b> Are you using the Planning Department's standard form "Historical Property Contract?" Have all owners signed and dated the contract? Have all signatures been notarized?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>5</b>	<b>Notary Acknowledgement Form</b> Is the Acknowledgement Form complete? Do the signatures match the names and capacities of signers?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>6</b>	<b>Draft Rehabilitation/Restoration/Maintenance Plan</b> Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year and including all supporting documentation related to the scopes of work?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>7</b>	<b>Historical Property Tax Adjustment Worksheet</b> Did you provide back-up documentation ( <i>for commercial property only</i> )?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>8</b>	<b>Photographic Documentation</b> Have you provided both interior and exterior images? Are the images properly labeled?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>9</b>	<b>Site Plan</b> Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>10</b>	<b>Tax Bill</b> Did you include a copy of your most recent tax bill?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
<b>11</b>	<b>Payment</b> Did you include a check payable to the San Francisco Planning Department?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>



SAN FRANCISCO  
PLANNING  
DEPARTMENT

**FOR MORE INFORMATION:  
Call or visit the San Francisco Planning Department**

**Central Reception**  
1650 Mission Street, Suite 400  
San Francisco CA 94103-2479

TEL: **415.558.6378**  
FAX: **415.558.6409**  
WEB: **<http://www.sfplanning.org>**

**Planning Information Center (PIC)**  
1660 Mission Street, First Floor  
San Francisco CA 94103-2479

TEL: **415.558.6377**  
*Planning staff are available by phone and at the PIC counter.  
No appointment is necessary.*



**Office of the Treasurer & Tax Collector**

**Secured Property Tax Information & Payment – Property Information**  
**Tax Year 2012 - 2013**

**All installments have been paid.**

Previous Year Secured Tax Payment Information

- [2011-2012](#)
- [2010-2011](#)
- [2009-2010](#)
- [2008-2009](#)
- [2007-2008](#)

**Mailing Information**

Change of Address Form [Click Here](#).

**Property**

<u>Vol #</u>	<u>Block #</u>	<u>Lot #</u>	<u>Account #</u>	<u>Tax Bill #</u>	<u>Tax Rate</u>	<u>Property Location</u>
06	0864	016	086400160	036941	1.1691 %	70 CARMELITA ST

**Assessment Information**

<u>Assessment</u>	<u>Full Value</u>	<u>Tax Rate</u>	<u>Amount</u>
<b>LAND</b>	\$373,686	1.1691 %	\$4,368.76
Impr/Structural	\$249,122		\$2,912.48
Impr/Fixtures			\$0.00
Personal Property			\$0.00
Gross Taxable Value	\$622,808		\$7,281.24
<b>LESS: Exemptions</b>			
Homeowner's	\$7,000		\$81.83
Other			\$0.00
Net Taxable Value	\$615,808		\$7,199.41

**Direct Charges and/or Special Assessments**

<u>Code</u>	<u>Type</u>	<u>Phone #</u>	<u>Amount</u>
89	SFUSD Facilities District	(415) 355-2203	\$33.30
98	SF – Teacher Support	(415) 355-2203	\$213.90

Total Direct Charges and Special Assessments

\$247.20

Total Due

\$7,446.60

**Payment Summary**

Choose how much of your property tax you wish to pay now by clicking one of the radio buttons in the left hand column below. The second installment cannot be paid before the first installment is paid. Late penalties and fees are applied to payments made after their respective delinquency dates. The "Amount Due" indicated below already reflects applicable late penalties and fees, if any.

	<u>Amount Due</u>	<u>Paid Date</u>
<input type="radio"/> Pay First Installment	\$0.00	12/06/12
<input type="radio"/> Pay Second Installment	\$0.00	12/06/12
<input checked="" type="radio"/> Pay Full Amount	\$0.00	

Use the button below if you are not paying online but would like to print a bill to mail with your check. Please include the block

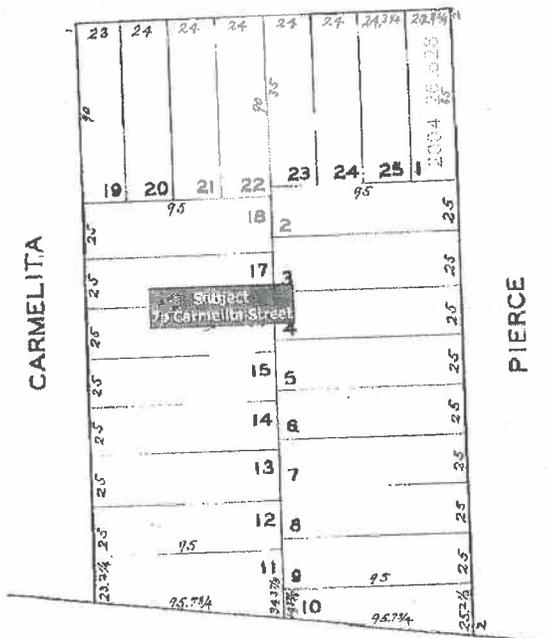


MARION TRACT

RECEIVED 2004



WALLER



LOT 79, WALLER ST			
A. COVERAGE AREA			
LOT	AREA	PERCENT	AREA
79	601	27.5	
80	602	29.5	
81	603	48.2	

DUBOCE PARK

Location:

California San Francisco Hayes Valley 70 Carmelita St

## 70 Carmelita St, San Francisco, CA 94117

### Not for Sale

**Zestimate:** \$1,903,720.  
**Rent Zestimate:** \$5,246/mo.  
**Est. Mortgage:** \$7,481/mc

[See current rates on Zillow](#)  
[View your 3 Bureau Credit Scores in 60 seconds](#)

**Bedrooms:** 3 beds  
**Bathrooms:** 2 baths  
**Single Family:** 2,439 sq ft  
**Lot:** 2,374 sq ft  
**Year Built:** 1900  
**Last Sold:** Mar 1999 for \$499,000  
**Heating Type:** Contact for details



- Hayes Valley Overview
- Hayes Valley Home Prices & Values
- Hayes Valley Demographics
- Hayes Valley Photos
- Hayes Valley Schools
- Hayes Valley Homes
- San Francisco Home Values

- Popular
- Real Estate Market Reports
- Compare Places

### Local agent

**Jason Hoffman**  
 (1 review)  
 Call: (415) 906-2763  
**Lauren O'Keefe**  
 Write a review  
 Call: (530) 580-8360



**Amanda Jones**  
 (4 reviews)  
 Call: (415) 766-0688

I would like a professional estimate of my home at 70 Carmelita St, San Francisco, CA 94117.

[Learn how to appear in this list](#)

- 

### Description

This 2439 square foot single family home has 3 bedrooms and 2.0 bathrooms. It is located at 70 Carmelita St San Francisco, California.

<b>Cooling</b> Unknown	<b>Parking</b> Unknown	<b>Basement Type</b> Unknown
<b>Fireplace</b> Unknown	<b>Floor Covering</b> Unknown	<b>Attic</b> Unknown

[▼ More](#)
[County website](#)
[See data sources](#)

### Zestimates

	Value	Range	30-day change	\$/sqft	Last updated
<b>Zestimate</b>	\$1,903,720	\$1.31M – \$2.34M	+\$9,501	\$780	06/20/2013
<b>Rent Zestimate</b>	\$5,246/mo	\$4.3K – \$6.8K/mo	+\$76	\$2.15	06/17/2013

**Owner tools** [Post your own estimate](#)

**Market guide** Zillow predicts Hayes Valley home values will increase 8.8% next year, compared to a 7.5% increase for San Francisco as a whole....  
[more](#)

Zestimate | Rent Zestimate | [more ▾](#)

1 year | 5 years | 10 years

\$2.0m

- This home
- Hayes Valley
- San Francisco



freecreditscore  
**IS YOUR SCORE ABOVE AVERAGE?**  
**694**  
 average  
**SEE YOURS NOW**  
with annual credit review

### Similar Homes for Sale

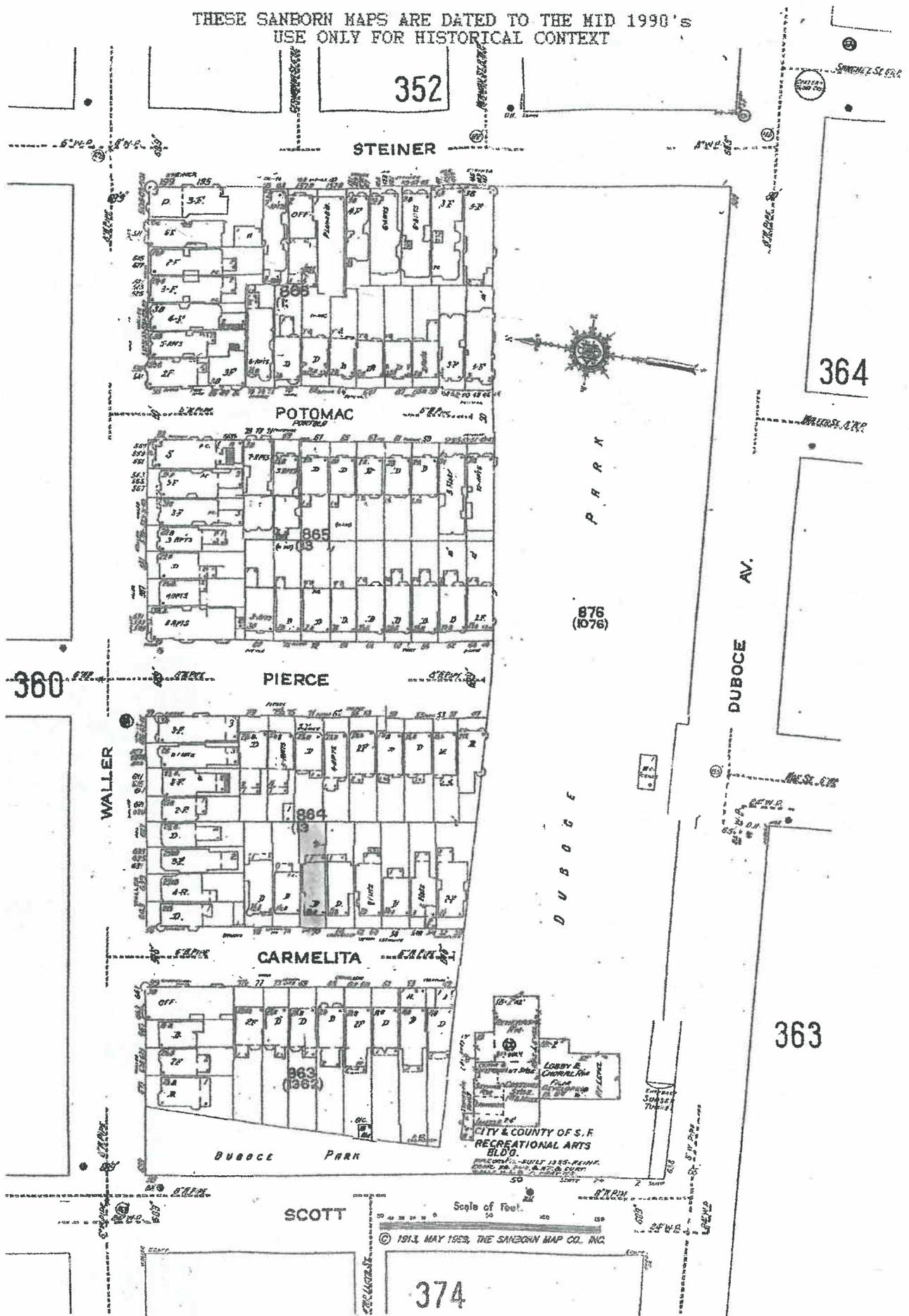
**2500 Divisadero St. San...**  
**For Sale: \$10,000,000**  
 Beds: 6    Sqft: 9125  
 Baths: 12.5    Lot: 4996

**53 Clifford Ter. San Fra...**  
**For Sale: \$1,799,000**  
 Beds: 3    Sqft: 1800  
 Baths: 1.5    Lot: 2282

[See listings near 70 Carmelita St](#)

**Zillow Digs™**  
 Discover your dream kitchen

THESE SANBORN MAPS ARE DATED TO THE MID 1990'S  
USE ONLY FOR HISTORICAL CONTEXT



352

STEINER

364

POTOMAC

876  
(876)

360

PIERCE

DUBOCE AV.

WALLER

CARMELITA

363

DUBOCE PARK

LIBRARY & COMMUNITY ROOM  
CLUB  
OFFICE  
STAIRS  
ELEVATOR

CITY & COUNTY OF S.F.  
RECREATIONAL ARTS  
BLDG.  
BUILT 1955-REINF. CONCR. FR. & AT&T CLERK

SCOTT

Scale of Feet

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374