

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

CALIFORNIA MILLS ACT HISTORIC PROPERTY AGREEMENT

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and 1401 Howard, LLC ("Owner").

RECITALS

Owner is the owner of the property located at 1401 Howard Street, in San Francisco, California (Block 3517, Lot 035). The building located at 1401 Howard Street is designated as individual landmark No. 120 pursuant to Article 10 of the Planning Code, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owner desires to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owner's application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost two hundred ninety-one thousand and sixty-five dollars (\$291,065.00) (See Rehabilitation Plan, Exhibit A.) Owner's application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately thirty-one thousand and forty dollars (\$31,040.00) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owner 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.

Owner desires to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owner 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. Owner 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 Owner shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owner 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, Owner shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owner 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), Owner shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner 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 Owner may mutually agree to terminate this Agreement. Upon such termination, Owner shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owner shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

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

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owner shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owner's compliance with this Agreement. Throughout the duration of this Agreement, Owner 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 ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. 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. Notice of Nonrenewal. If in any year of this Agreement either the Owner or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owner 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 Owner 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 Owner. Upon receipt by the Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owner shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owner shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owner shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

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

(a) Owner's failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

(b) Owner's failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

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

- (d) Owner's failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
- (e) Owner's failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owner's failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
- (g) Owner's failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owner has breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owner and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owner 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 Owner shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owner has breached this Agreement, the City shall give the Owner written notice by registered or certified mail setting forth the grounds for the breach. If the Owner do not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owner set forth in this Agreement. The City does not waive any claim of default by the Owner if it does not enforce or cancel this Agreement.

15. Indemnification. The Owner 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 Owner, their Agents or Invitees; (c) the condition of the Historic Property; (d)

any construction or other work undertaken by Owner on the Historic Property; or (e) any claims by unit or interval Owner 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 Owner's obligation to indemnify City, Owner 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 Owner by City, and continues at all times thereafter. The Owner's obligations under this Paragraph shall survive termination of this Agreement.

16. 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.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owner. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owner who entered into the Agreement.

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

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

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. 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.

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

23. Authority. If the Owner signs as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owner 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.

24. 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.

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

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

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

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

CITY AND COUNTY OF SAN FRANCISCO:

By: _____ DATE: _____
Carmen Chu, Assessor-Recorder

By: _____ DATE: _____
John Rahaim, Director of Planning

APPROVED AS TO FORM:
DENNIS J. HERRERA
CITY ATTORNEY

By: _____ DATE: _____
Andrea Ruiz-Esquide, Deputy City Attorney

OWNER(S)

By: _____ DATE: _____
Christopher Foley, 1401 Howard Street, LLC, Owner

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

REHABILITATION / RESTORATION & MAINTENANCE PLAN (CONTINUED/
ATTACHMENT)

Exhibit A. Rehabilitation/Restoration Plan

Scope: # 1			
Building Feature: Exterior Gates, Curbs, Fence, Piers, Granite Steps			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$25,000.00 Source SOV #2920			
Description of work: Restoration and Repair of Exterior Gates, Curbs, Fences, Piers and Granite Steps			
<ul style="list-style-type: none"> ▪ The direction of the swing of all gates was reversed in the direction of egress. The gates were prepared, primed, and painted, and latch and lock sets were provided. At the two existing double gateways, the existing gates were reinstalled on new freestanding supports similar to the existing. The original hinges were retained at the original piers. The displaced sections of the piers were reset in the original locations and grouted. The cement plaster parge was repaired as required to match the original. ▪ The iron fence was prepared, primed, and painted. The gaps and voids were filled with mortar at the base and pier attachments. Where the fence is set into the curb and is corroded, the metal was repaired, painted, and set into lead or sealant as required to prevent future damage to the fence or curb. ▪ The cement plaster parge on the piers was cleaned and graffiti was removed or painted over. The cement plaster parge was repaired to match the existing adjacent color and texture as required. ▪ Existing joints were raked out and the granite steps were cleared of debris. Joints were repaired with mortar. Algae, moss, and other biological growth was removed. Soil and paint spatters were removed. New code-required bronze handrails were installed. 			

Scope: # 2			
Building Feature: Exterior Paint and Stucco Repair			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026			
Total Cost: \$146,950. Source SOV #9900 (half), \$293850/2=\$146,950.			
Description of work: Façade Restoration and Full Repainting			
<ul style="list-style-type: none"> ▪ The existing stucco was analyzed to determine if it was lime or Portland cement-based. These tests were performed by an architectural conservator. ▪ Staining and soiling was removed by the gentlest means possible, this included light brushing and water washing, and cleaning with a commercial agent. ▪ Areas of significant hairline cracking were repaired based on analysis to determine the root cause of the condition. Investigation included testing for underlying detachment of the stucco layer, moisture intrusion, structural movement, or other causes. ▪ Climbing vegetation such as ivy was removed. ▪ Spalls and cracks through cement plaster were repaired. The cracks were routed and patched to match the existing adjacent texture, profile, and appearance. ▪ The existing deteriorated or detached cement plaster was removed. Graffiti and stains were removed. ▪ Unsound paint was removed and coated with a new breathable paint coating. 			

Scope: # 3			
Building Feature: Exterior _ Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$424,323. Source SOV #7600 = \$434,323			
Description of work: Repair and Restoration of Exterior Sheet Metal Elements			
<ul style="list-style-type: none"> ▪ Peeling or blistering paint was scraped or sanded. ▪ Corrosion was removed with hand scrapers or a wire brush. ▪ For panels with heavy corrosion and resulting perforation of the sheet metal unit, there were three options, dependent on severity and size: <ol style="list-style-type: none"> 1. Corroded panels were removed and the unit was replaced with a new piece of sheet metal cut to the appropriate dimension and profile, 2. The corroded area was cut out of existing sheet metal, a new piece was braze-welded and the joint was ground flat; or 3. The corroded area was cut out of existing sheet metal and steel-filled epoxy compound was installed to patch small holes. ▪ All exposed metal was painted with a rust-inhibiting primer and two coats of color-appropriate outdoor paint. ▪ Missing elements were replaced to maintain visual consistency. 			

Scope: # 4			
Building Feature: Exterior _ Wood-sash Windows and Steel Tracery			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$366,443. Source SOV #6150 and # 8050 for \$96,867 and \$269,576 = 366,443			
Description of Work: Repair, Restoration and Replacement of Windows			
<ul style="list-style-type: none"> ▪ A detailed conditions assessment of windows at St. Joseph's Church was conducted to determine the extent of deterioration and appropriate treatments at each window. This included careful inspection and documentation of each window frame and its conditions, and other non-invasive diagnostic tests. ▪ Repair of the window frames attempted to retain as much original material as possible, while providing adequate moisture protection for the building, and included paint removal, splicing of new wood elements in areas of severe deterioration, and replacement of all glazing compound. ▪ The wood frames were prepared and painted, all the existing ribbed glass that could be preserved was reused. Ribbed glass that matched the original was installed in selected locations. 			

Scope: # 5			
Building Feature: Exterior _ Stained Glass Windows			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$81,260.00 Source SOV #8070			
Description of work: Repair and Restoration of Stained Glass Windows			
<ul style="list-style-type: none"> ▪ Documentation and restoration of the windows was performed by a professional conservator. Restoration included removal, transport, restoration, and reinstallation of the stained glass. ▪ The wood and steel armatures remaining from the previous stained glass window installation were prepared and painted. ▪ The remaining stained glass in the south wall of the kitchen was removed, salvaged, and reinstalled in the office on the first floor. 			

Scope: # 6			
Building Feature: Exterior Skylight			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$39,010.00 Source SOV #8080			
Description of work: Repair and Restoration of Exterior Skylight			
<ul style="list-style-type: none"> ▪ The steel skylight remained in place and was repaired and cleaned. ▪ New tempered glazing and sealant was installed, and all work and flashing details were coordinated with the roof strengthening and re-roofing work. 			

Scope: # 7			
Building Feature: Interior Structural Steel for Seismic			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$571,841 Source SOV 8 items #5050, 5070 and 5120			
Description of work: Seismic Strengthening			
<ul style="list-style-type: none"> ▪ Steel was fabricated and installed for seismic strengthening. 			

Scope: # 8			
Building Feature: Interior Decorative Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$1,350,577.00 Source SOV #9050 , \$1,350,577			
Description of work: Repair and Restoration of Interior Decorative Plaster			
<ul style="list-style-type: none"> ▪ Detached or cracked plaster elements were repaired, if in otherwise sound condition, with an injected epoxy or gypsum-based grout. Testing was conducted to determine the most effective adhesive. ▪ Non-historic wood veneer was removed so that plaster at the base of the wall could be restored and painted. ▪ Further testing of the plaster was conducted to determine the extent of deterioration. This determined the treatment method: patching and reshaping damaged elements when possible, or replacement in kind. 			

Scope: # 9			
Building Feature: Interior Woodwork, Doors and Finish Hardware			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$269,000.00 Source SOV #8200			
Description of work: Repair and Restoration of Interior Woodwork, Doors and Finish Hardware			
<ul style="list-style-type: none"> ▪ Soiling was cleaned with the gentlest means possible, using a soft bristle brush to remove loose dust and a damp cloth for tenacious soiling. ▪ Blistered varnish was treated with the gentlest means possible in order to preserve the existing finish. Treatments included lightly scraping blistered areas of varnish and spot-treating with fine steel wool or cotton, alcohol and a compatible varnish or shellac. ▪ White stains were tested to determine the cause Paint and guano were removed mechanically with a scraper so as not to damage the existing wood finish. ▪ Where required by the level of damage, select areas of woodwork were refinished to match the original. 			

- Wood was replaced where missing to match the original.
- At exterior doors, deteriorated wood was repaired with wood Dutchman and matched the original species, grade, grain, and profile. The exterior surface was prepped and painted. The interior was cleaned and touched up or refinished to match the original stain or clear coat.
- Door hardware was replaced or repaired to match existing and to meet current code.

Scope: # 10			
Building Feature: Interior Marble Wainscoting and Tiles			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$5,000.00 Source From KFI (3/28/19 email)			
Description of work: Restoration of Interior Marble			
<ul style="list-style-type: none"> ▪ Tape residue and soiling was removed with a gentle stone cleaner. Mock-ups were conducted to determine the most effective product. ▪ Vinyl tiles and mastic were removed in the vestibule without causing damage to underlying marble, which was cleaned with a gentle stone cleaner to remove staining and adhesive. Mockups were conducted to determine the most effective product. ▪ Vinyl tiles and mastic were removed from the vestibule floor and cleaned using the gentlest means possible. ▪ The marble floors were polished to restore luster 			

Scope: # 11			
Building Feature: Interior Nave Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$207,357 Source (4 items) SOV #2050, #2250, #2300 and KFI, \$30,000 \$7,500 \$79,847 \$45,410 and \$44,600			
Description of work:			
<ul style="list-style-type: none"> ▪ The existing (non historic) slab was removed ▪ Soil was excavated and the surrounding soil was underpinned. ▪ New foundations, with piers and grade beams were installed ▪ New stage over the grade beams was installed in the apse. 			

Scope: # 12			
Building Feature: Interior Tower Floor Concrete			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$573,000.00 Source SOV #2450 and #2460 and KFI			
Description of work:			
<ul style="list-style-type: none"> ▪ The concrete sloped floor was replaced with a new flat structural concrete slab. ▪ New micropile foundations were installed in the towers. ▪ The top 10 feet of the micro piles were cased in concrete. ▪ Tower walls reinforced in concrete and covered in plaster. 			

Scope: # 13			
Building Feature: Exterior Lighting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			

Total Cost: \$92,625.00 Source SOV #16080
Description of work: <ul style="list-style-type: none"> ▪ The missing original fixtures on the main entry façade were replicated based on historic documentation. ▪ Building façade lighting was replaced with LED fixtures to save energy.

Scope: # 14
Building Feature: Interior Lighting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018
Total Cost: \$135,281.00 Source SOV #16070
Description of work: Repair, Restoration and Replacement in kind of historic light fixtures: <ul style="list-style-type: none"> ▪ The historic light fixtures were cleaned and relamped. ▪ The missing fixtures in the main sanctuary were replicated.

Scope: # 15
Building Feature: Roof / Built-up Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018
Total Cost: \$28,110.00 Source SOV #7500
Description of work: <ul style="list-style-type: none"> ▪ Existing built-up roofing was removed at the lower roofs. ▪ New built-up roofing was installed over new structural decking.

Scope: # 16
Building Feature: Roof / Slate Roof
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018
Total Cost: \$258,950.00 Source SOV #7300
Description of work: <ul style="list-style-type: none"> ▪ Existing slate roof tile was removed at the main roof and portals, salvaged, and reinstalled to allow access for structural stabilization of the roof structure. ▪ Deteriorated and broken tiles were replaced with salvaged stock or new tile to match the existing. ▪ New felt underlayment and galvanized flashing was installed.

Scope: # 17
Building Feature: Interior Painting
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed <input type="checkbox"/>
Contract year work completion: 2018 Phase 1, Phase 2 scheduled for 2026
Total Cost: \$146,950.00 Source SOV #9900 (half), \$293850/2=\$146,950
Description of work: <ul style="list-style-type: none"> ▪ Tested bottom layer of paint to find original colors. ▪ Interior plaster was painted, interior wood was refinished, and window mullions were repainted. ▪ Lead paint was abated.

Scope: # 18			
Building Feature: Roof / Sheet Metal Dome and Sheet Metal Crosses			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: \$60,000.00 Source SOV #9950			
Description of work:			
<ul style="list-style-type: none"> ▪ Gold leaf was reapplied to the domes and crosses. 			

Scope: # 19			
Building Feature: ADA Upgrades Exterior Ramp			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input checked="" type="checkbox"/> Proposed
Contract year work completion: 2018			
Total Cost: 12,000.00 Conversation with contractor			
Description of work:			
<ul style="list-style-type: none"> ▪ Ramp provided at transept. ▪ Auto operator provided at existing door. 			

Scope: # 20			
Building Feature: Interior Painting			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed <input type="checkbox"/> Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$50,000.00 See Source SOV #9900			
Description of work:			
<ul style="list-style-type: none"> ▪ Partial repainting of interior walls. 			

Scope: # 21			
Building Feature: Exterior Painting of Cement Plaster			
Rehab/Restoration	<input checked="" type="checkbox"/>	Maintenance	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$241,065.00 (Exterior painting costs in 2018 escalated 5%/yr for 8 years)			
<ul style="list-style-type: none"> ▪ Repaint exterior, repair any new cracks. All repair work will be done with compatible materials and in accordance with the Secretary of the Interior's Standards. 			

Exhibit B Maintenance Plan

Scope: # 1			
Building Feature: Site_Landscape			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2028 and every 10 years thereafter			
Total Cost: \$120,000.00 (\$1,000/month x 12mo x 10 yrs)			
Description of work: Washing of sidewalks and granite entry steps. Granite steps will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings. All work will be performed in conformance with the Secretary of the Interior Standards.			

Scope: # 2			
Building Feature: Exterior_Stucco			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$40,000 (maintenance of 4,000/yr x10yrs)			
Description of work: Regular repainting of exterior stucco as needed to address graffiti. Perform visual inspection annually for signs of blistering or peeling paint.			

Scope: # 3			
Building Feature: Roof			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$30,000.00 (maintenance of \$3,000 x 10yrs)			
Description of work: Inspect the slate roof for loose or broken tiles and replace as needed. Inspect and repair caulking and flashing. Clear drains, overflow drains and scuppers. Remove birds nests and discourage roosting.			

Scope: # 4			
Building Feature: Exterior Sheet Metal Elements, including domes on towers, column capitals, decorative moldings, gutters and down spouts.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$12,000.00 (\$1200 per year)			
Description of work: Perform visual inspection annually for rust, holes and signs of water where it shouldn't be. Clean gutters, replace screens, check down spouts and clean drains. Repair damaged pieces to match existing using appropriate materials and methods. All repairs will be performed in conformance with the Secretary of the Interior Standards.			

Scope: # 5			
Building Feature: Exterior Wood-sash Windows and Steel Tracery.			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter.			
Total Cost: \$10,000.00 (\$1000 per year)			
Description of work: Perform visual inspection annually for signs of caulking failure, check operable windows, window locks and replace any cracked or broken glass in kind. All window repairs will be performed in accordance with the Secretary of the Interior Standards.			

Scope: # 6			
Building Feature: Exterior Skylight			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$5,000.00 (\$500 per year)			
Description of work: Perform visual inspection annually for signs of caulking failure, condensation problems that might compromise structure of skylight and replace any cracked or broken glass in kind. All repairs will be performed in conformance with the Secretary of the Interior Standards.			

Scope: # 7			
Building Feature: Exterior Stained Glass Windows			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$16,000.00 (\$1600 per year)			
Description of work: Inspect stained glass and replace any cracked or missing pieces with glass that matches original glass in color and texture. Inspect and repair lead comes. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass			

Scope: # 8			
Building Feature: Exterior Wood Doors			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$7,900.00 (\$790 per year)			
Description of work: The face of the wood doors have extreme exposure to rain and sun. They suffered significant deterioration in the past. They need regular cleaning and regular refinishing. All work will be performed in conformance with the Secretary of the Interior's Standards			

Scope: # 9			
Building Feature: Interior Decorative Plaster			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and every 10 years thereafter			
Total Cost: \$20,000.00 (\$2000 per year)			
Description of work: The existing plaster was previously damaged when water got into the attic and behind the decorative plaster ceiling. Problems on the surface appeared only after considerable damage was done inside the concealed spaces, therefore there will be visual inspections annually must look inside the attic for signs of water damage and make needed repairs. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster.			

Scope: # 10			
Building Feature: Interior Woodwork			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$16,000.00 (\$1600 per year)			
Description of work: Perform visual inspection annually for damage and repair in the gentlest means possible. All work will be performed in conformance with the Secretary of the Interior's Standards.			

Scope: # 11			
Building Feature: Bell Tower			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$18,500.00 (\$1850 per year)			
Description of work: Annual visual inspection of bell rope and hanging mechanism. Climb the ladders and go into the attic spaces and remove birds and close up any gaps in the screens and louvers.			

Scope: # 12			
Building Feature: Site Drainage			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2019 and annually thereafter			
Total Cost: \$11,500 (\$1,500 per year)			
Description of work: Inspect drywells in garden areas and verify site drainage is functioning to remove standing water. Repair if needed if water is not being completely absorbed as intended.			

Scope: # 13			
Building Feature: Interior plaster			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2023 and bi-annually thereafter			
Total Cost: \$80,000			
Description of work; Repaint public spaces and repair plaster work as necessary. All work will be performed in conformance with the Secretary of the Interior's Standards and in accordance with NPS Preservation Brief No. 23: Preserving Historic Ornamental Plaster and No. 21: Repairing Historic Flat Plaster Walls and Ceilings			

Scope: # 14			
Building Feature: Interior Marble Floors			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2022 and annually thereafter			
Total Cost: \$8,000			
Description of work: Clean and reseal marble floors and wainscot. All marble will be cleaned using the gentlest means possible as recommended in NPS Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings			

Scope: # 15			
Building Feature: Interior wood floors, wood doors and wood paneling			
Rehab/Restoration	Maintenance	<input checked="" type="checkbox"/>	Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2022 and annually thereafter			
Total Cost: \$12,000			
Description of work: Conduct a visual inspection and repair as needed to match original. All work will meet the Secretary of the Interior's Standards.			