



# SAN FRANCISCO PLANNING DEPARTMENT

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## PRE-APPROVAL INSPECTION REPORT

*Report Date:* May 21, 2019  
*Inspection Date:* May 14, 2017; 11:00a.m.  
*Filing Date:* April 24, 2019  
*Case No.:* 2019-005831MLS  
*Project Address:* 2168 Market Street  
*Block/Lot:* 3542/062  
*Eligibility:* Article 10 Landmark No. 276, Swedish American Hall  
*Zoning:* NCT - Upper Market Neighborhood Commercial Transit District  
*Height & Bulk:* 40-X/50-X  
*Supervisor District:* District 8 (Rafael Mandelman)  
*Project Sponsor:* Swedish Society of San Francisco  
*Address:* 2168 Market Street  
San Francisco, CA 94114  
415-407-0094  
olssonted@gmail.com  
*Staff Contact:* Michelle Taylor – (415) 575-9197  
michelle.taylor@sfgov.org  
*Reviewed By:* Tim Frye – (415) 575-6822  
tim.frye@sfgov.org

### PRE-INSPECTION

- Application fee paid
- Record of calls or e-mails to applicant to schedule pre-contract inspection

5/6/2019: Email applicant to schedule site visit.

5/7/2019: Confirm site visit for 5/14/2019 at 11:00am

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

Reception:  
**415.558.6378**

Fax:  
**415.558.6409**

Planning  
Information:  
**415.558.6377**

## INSPECTION OVERVIEW

Date and time of inspection: Tuesday, May 14, 2019, 11:00am

Parties present: Shannon Ferguson (Planning Department), Ted Olsson, Fred Bianucci, Martin Benson

- Provide applicant with business cards
- Inform applicant of contract cancellation policy
- Inform applicant of monitoring process

Inspect property. If multi-family or commercial building, inspection included a:

- Thorough sample of units/spaces
- Representative
- Limited
- Review any recently completed and in progress work to confirm compliance with Contract.
- Review areas of proposed work to ensure compliance with Contract.
- Review proposed maintenance work to ensure compliance with Contract.
- Identify and photograph any existing, non-compliant features to be returned to original condition during contract period. **n/a**

- Yes**       **No**      Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:
- Yes**       **No**      Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: See below
- Yes**       **No**      Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted: **N/A**
- Yes**       **No**      Conditions for approval? If yes, items/issues noted: See below

## NOTES

2168 Market Street (District 8) is located on the northwest side of Market Street between Sanchez and Church streets, Assessor's Block 3542 Lot 062. The subject property is located within the NCT (Upper Market Neighborhood Commercial Transit) zoning district and 40/50-X Height and Bulk district. It is a three-story wood-frame commercial building constructed in 1907 by Master Architect August Nordin. The subject property is an individual Article 10 landmark (No. 267) significant as both as an exceptional architectural example of the Arts and Crafts style and as an enduring social hall associated with San Francisco's Scandinavian community.

The subject property is currently valued by the Assessor's Office at under \$5,000,000. Therefore, an exemption from the tax assessment value is not required.

The initial application provided a Rehabilitation and Maintenance Plan that did not adequately describe the scope of on-going maintenance that the property owner regularly performs, such as roof inspections, window inspection, and regular repairs. Property owner was offered guidance on developing a comprehensive Rehabilitation and Maintenance Plan that better reflects the proposed and on-going work for the building.

Property owner provided a revised Rehabilitation and Maintenance Plan which better reflects proposed work and maintenance items. The revised Rehabilitation plan proposes to repair and restore the exterior front entry terrazzo; replace a non-historic door with a new compatible and accessible door at the main entrance; remove and replace a non-compatible window at the front façade, and repair and restore bricks at the front facade. The estimated cost of the proposed rehabilitation work is \$95,160.

The applicant provided a revised maintenance plan which proposes to inspect and make any necessary repairs to the front façade, windows, interior wood elements, and roof on a regular basis. The estimated cost of maintenance work is \$7,500 annually.

PHOTOGRAPHS



Front façade (c. 2011)



Typical interior finishes

RECEIVED

APR 22 2019

CITY & COUNTY OF S.F.  
PLANNING DEPARTMENT  
RECEPTION DESK

# MILLS ACT HISTORICAL PROPERTY CONTRACT Application Checklist:

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

|  |   |
|--|---|
| <b>1 Mills Act Application</b>   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Has each property owner signed?<br>Has each signature been notarized?  |   |
| <b>2 High Property Value Exemption Form &amp; Historic Structure Report</b>  | YES <input type="checkbox"/> NO <input type="checkbox"/><br><br>N/A <input checked="" type="checkbox"/> |
| Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000.<br>Have you included a copy of the Historic Structures Report completed by a qualified consultant?   |   |
| <b>3 Draft Mills Act Historical Property Contract</b>  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Are you using the Planning Department's standard "Historical Property Contract?"<br>Have all owners signed and dated the contract?<br>Have all signatures been notarized?  |   |
| <b>4 Notary Acknowledgement Form</b>   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Is the Acknowledgement Form complete?<br>Do the signatures match the names and capacities of signers?  |   |
| <b>5 Draft Rehabilitation/Restoration/Maintenance Plan</b>   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Have you identified and completed the Rehabilitation, Restoration, and Maintenance Plan organized by contract year, including all supporting documentation related to the scopes of work?  |   |
| <b>6 Photographic Documentation</b>  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Have you provided both interior and exterior images (either digital, printed, or on a CD)? Are the images properly labeled?  |   |
| <b>7 Site Plan</b>   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?   |   |
| <b>8 Tax Bill</b>  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Did you include a copy of your most recent tax bill?   |   |
| <b>9 Rental Income Information</b>   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?  |   |
| <b>10 Payment</b>  | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| Did you include a check payable to the San Francisco Planning Department?<br>Current application fees can be found on the Planning Department Fee Schedule under Preservation Applications.  |   |
| <b>11 Recordation Requirements</b>   | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                     |
| A Board of Supervisors approved and fully executed Mills Act Historical Property contract must be recorded with the Assessor-Recorder. The contract must be <u>accompanied</u> by the following in order to meet recording requirements:   |   |
| <ul style="list-style-type: none"> <li>- All approvals, signatures, recordation attachments</li> <li>- Fee: Check payable to the Office of the Assessor-Recorder" in the appropriate recording fee amount<br/>Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date fee schedule for property contracts.</li> <li>- Preliminary Change of Ownership Report (PCOR). Please visit <a href="http://www.sfassessor.org">www.sfassessor.org</a> for an up-to-date PCOR (see example on page 20).</li> </ul> |   |



3. Property Value Eligibility:

Choose one of the following options:

|   |   |                             |
|---|---|-----------------------------|
| The property is a Residential Building valued at less than \$3,000,000.           | YES <input type="checkbox"/>            | NO <input type="checkbox"/> |
| The property is a Commercial/Industrial Building valued at less than \$5,000,000. | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |

\*If the property value exceeds these options, please complete the following: Application of Exemption.

Application for Exemption from Property Tax Valuation

If answered "no" to either question above please explain on a separate sheet of paper, how the property meets the following two criteria and why it should be exempt from the property tax valuations.

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

4. Property Tax Bill

All property owners are required to attach a copy of their recent property tax bill.

|   |
|---|
| PROPERTY OWNER NAMES:<br><i>Swedish Society of San Francisco</i>        |
| MOST RECENT ASSESSED PROPERTY VALUE:<br><i>\$670,804</i>                |
| PROPERTY ADDRESS:<br><i>2168 Market Street, San Francisco, CA 94114</i> |

5. Other Information

All property owners are required to attach a copy of all other information as outlined in the checklist on page 7 of this application.

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

|  |                               |
|--|-------------------------------|
| Owner Signature: <u><i>Ced Olsson, Pres., SSSF</i></u> | Date: <u><i>4/22/2019</i></u> |
| Owner Signature: _____                                 | Date: _____                   |
| Owner Signature: _____                                 | Date: _____                   |

5. Rehabilitation/Restoration & Maintenance Plan

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

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

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

| # _____ (Provide a scope number) | BUILDING FEATURE: |
|----------------------------------|-------------------|
| 2019 or 2020                     |                   |

## 6. Draft Mills Act Historical Property Agreement

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

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

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

California Mills Act Historical Property Agreement

Swedish American Hall  
PROPERTY NAME (IF ANY)

2168 Market Street, S.F.  
PROPERTY ADDRESS

San Francisco, California

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Swedish Society of San Francisco ("Owner/s").

RECITALS

Owners are the owners of the property located at 2168 Market Street, in San Francisco, California  
PROPERTY ADDRESS  
35421062. The building located at 2168 Market Street

BLOCK NUMBER

LOT NUMBER

#267

PROPERTY ADDRESS

is designated as City Landmark pursuant to Article 10 (e.g. "a City Landmark pursuant to Article 10 of the Planning Code") and is also known as the Swedish American Hall  
HISTORIC NAME OF PROPERTY (IF ANY)

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost approximately three hundred & four thousand (\$ 304,000). See Rehabilitation Plan, Exhibit A.  
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately see above (\$ \_\_\_\_\_) annually. See Maintenance Plan, Exhibit B.  
AMOUNT IN WORD FORMAT AMOUNT IN NUMERICAL FORMAT

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

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

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

## 1. Application of Mills Act.

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

## 2. Rehabilitation of the Historic Property.

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

## 3. Maintenance.

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

## 4. Damage.

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

## 5. Insurance.

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

## 6. Inspections.

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

## 7. Term.

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

## 8. Valuation.

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

## 9. Termination.

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

## 10. Notice of Nonrenewal.

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

## 11. Payment of Fees.

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

## 12. Default.

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

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

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

### 13. Cancellation.

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

### 14. Cancellation Fee.

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

### 15. Enforcement of Agreement.

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

### 16. Indemnification.

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

### 17. Eminent Domain.

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

### 18. Binding on Successors and Assigns.

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

19. Legal Fees.

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

20. Governing Law.

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

21. Recordation.

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

22. Amendments.

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

23. No Implied Waiver.

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

24. Authority.

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

25. Severability.

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

26. Tropical Hardwood Ban.

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

27. Charter Provisions.

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

28. Signatures.

This Agreement may be signed and dated in parts

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

\_\_\_\_\_  
CARMEN CHU  
ASSESSOR-RECORDER  
CITY & COUNTY OF SAN FRANCISCO

Date

\_\_\_\_\_  
JOHN RAHAIM  
DIRECTOR OF PLANNING  
CITY & COUNTY OF SAN FRANCISCO

Date

\_\_\_\_\_  
APPROVED AS PER FORM:  
DENNIS HERRERA  
CITY ATTORNEY  
CITY & COUNTY OF SAN FRANCISCO

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Print name  
DEPUTY CITY ATTORNEY

Ted Olsson  
Signature

4/22/19  
Date

\_\_\_\_\_  
Signature

Date

Ted Olsson, Pres, SSSF  
Print name  
OWNER

\_\_\_\_\_  
Print name  
OWNER

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

**ALL-PURPOSE ACKNOWLEDGMENT**

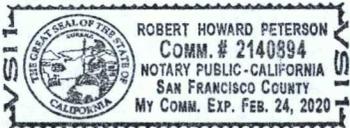
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Francisco } SS.

On 4/22/2019, before me, ROBERT HOWARD PETERSON, Notary Public,  
DATE

personally appeared TED OLSSON, who proved to me on the

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



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

WITNESS my hand and official seal.

PLACE NOTARY SEAL IN ABOVE SPACE

NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER President SSSF  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Mills Act Application  
TITLE OR TYPE OF DOCUMENT

14, including this page-supplement  
NUMBER OF PAGES

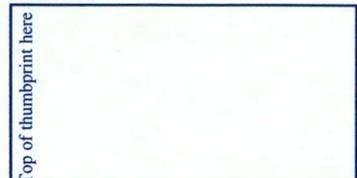
4/22/2019  
DATE OF DOCUMENT

**SIGNER (PRINCIPAL) IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
Swedish Society of San Francisco

RIGHT THUMBPRINT OF SIGNER

OTHER



**SUPPLEMENTAL INFORMATION**  
**For Swedish American Hall Mills Act Application**

**Is the entire property owner-occupied?** No. Approximately 1,395 square feet is owner occupied, and the remaining 15,898 square feet is leased and occupied by a non-owner.

**"Priority Consideration Criteria"** - The following addresses the priority consideration criteria:

- (a) **Necessity:** Potential tax savings would help complete remaining restoration work to the building, and to the ongoing maintenance and repair required. This tax savings would be especially necessary should a split roll assessment be adopted, which we feel is likely. This would likely increase the property's assessment such that not only would restoration and maintenance become financially infeasible, but the very continued operation and existence of the building would be threatened. Hence the Mills Act designation would allow the completion of proposed restoration and maintenance, as well as the continued existence of this Historic Landmark.
- (b) **Investment:** The project will result in additional private investment in the property beyond, routine maintenance, to help bring the property back to its original character as designed by its architect in 1907, and to replace deteriorating structural items. This includes replacement of the front door, events catering window, and likely within 10 years also rebuilding trusses and repairing and replacing missing and deterioration bricks in the front wall.
- (c) **Distinctiveness:** Completed a year after the 1906 Earthquake and Fire, the building is the most significant extant building associated with San Francisco's Swedish community, and is also emblematic of the development of a larger Scandinavian enclave in the Mission Dolores and Upper Market area at the turn of the 20th century. Indeed, the building's location was central to the city's Scandinavian population, as evidenced by the nearby construction of a number of cultural institutions, including the Swedish Evangelical Lutheran Ebenezer Church at 15th and Dolores (1904), and St. Ansgar's Danish Evangelical Lutheran Church at 152 Church Street (1905).<sup>1</sup> Since its construction the building has served as the home of the Swedish Society of San Francisco, founded in 1875, while also providing a meeting place for scores of fraternal and social organizations related to San Francisco's Scandinavian community.

The building is also architecturally significant as an embodiment of the distinctive characteristics of a type, period, and method of construction, as well as for being an architecturally significant work of master architect, August Nordin. The building's architectural finishes are unusually fine and demonstrate a superior level of craftsmanship. The building's exterior employs a rich palate of materials and ornament which conveys an unusually strong street presence commensurate with its use as a public meeting hall. The interior includes a number of lodge rooms that also feature superior detailing and are individualized such that each has its own distinctive identity, while remaining harmonious within the overall composition. The building's largest public assembly space, Freja Hall, features highly ornamental finishes and soaring truss work that rank it among the finest expressions of the Arts & Crafts style in California. The building survives with relatively few alterations from its original design, and retains an outstanding level of architectural integrity.

(d) **Recently Designated City Landmark:** This building was designated a City Landmark in 2015.

(e) **Legacy Business:** The building houses the Café du Nord, a business listed in the Legacy Business Registry of San Francisco in 2016. It has existed in this building since its inception.

**SITE PLAN**

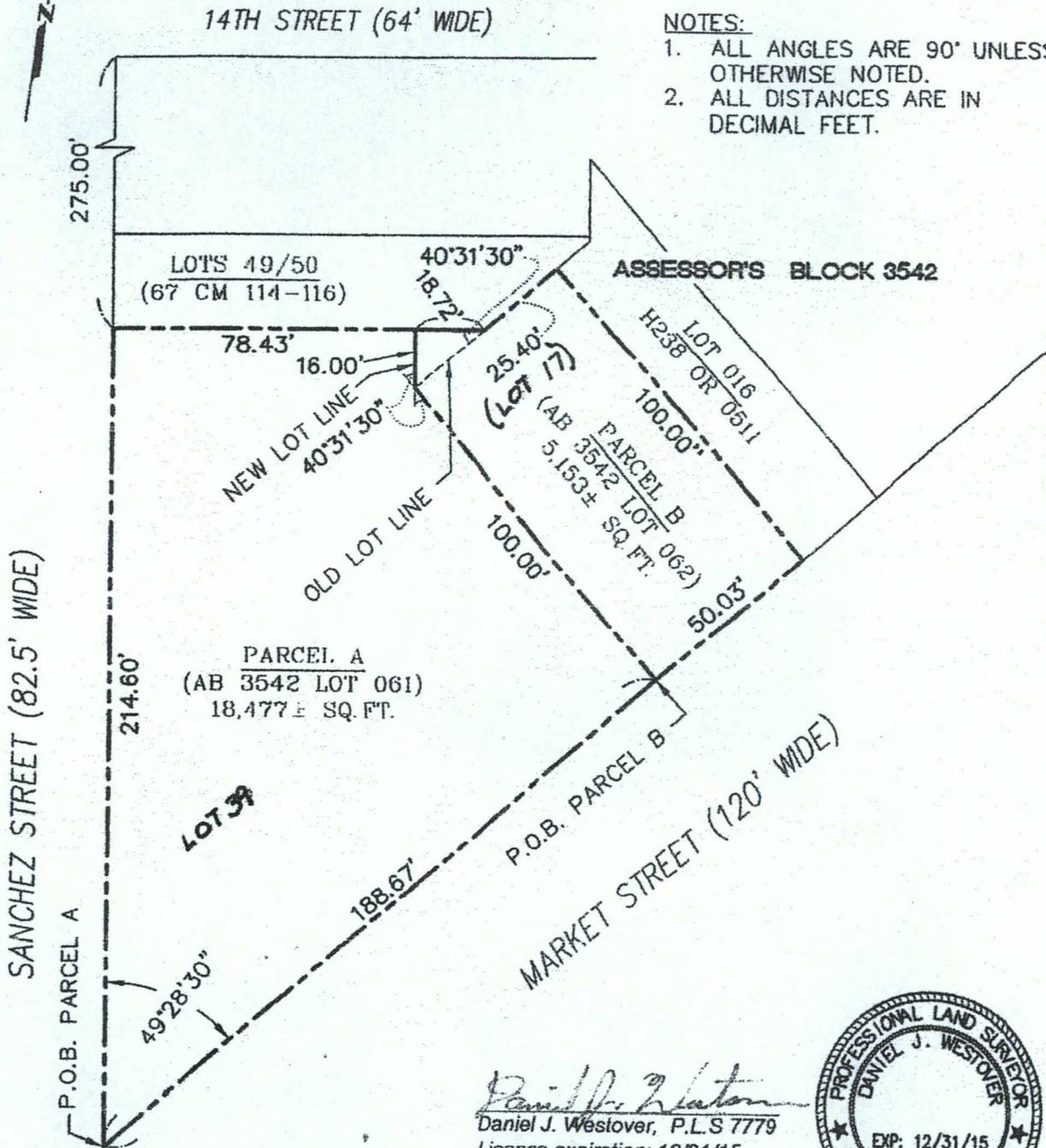
There is one building on the site, and it extends to the lot lines.

GRAPHIC SCALE

1 INCH = 40 FEET

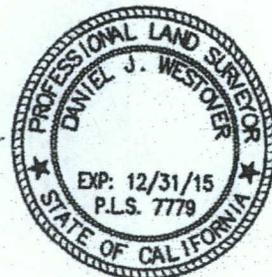
**NOTES:**

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE IN DECIMAL FEET.



*Daniel J. Westover*  
 Daniel J. Westover, P.L.S 7779  
 License expiration: 12/31/15

DATE: 9/5/14



PLAT TO ACCOMPANY  
 LEGAL DESCRIPTION

ASSESSOR'S BLOCK 3542  
 LOTS 17 AND 39  
 CITY AND COUNTY OF SAN FRANCISCO  
 STATE OF CALIFORNIA

PREPARED BY:  
 WESTOVER SURVEYING, INC.  
 336 CLAREMONT BLVD., STE 2  
 SAN FRANCISCO, CA 94127  
 (415) 242-5400



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

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

For Fiscal Year July 1, 2018 through June 30, 2019

|           |               |            |                       |                               |                                     |
|-----------|---------------|------------|-----------------------|-------------------------------|-------------------------------------|
| Vol<br>23 | Block<br>3542 | Lot<br>062 | Tax Bill No<br>116732 | Mail Date<br>October 12, 2018 | Property Location<br>2168 MARKET ST |
|-----------|---------------|------------|-----------------------|-------------------------------|-------------------------------------|

Assessed on January 1, 2018 at 12:01am  
 To: NAME PRIVATE PER CA AB 2238

**ADDRESS INFORMATION  
 NOT AVAILABLE ONLINE**

| Assessed Value           |                |                   |
|--------------------------|----------------|-------------------|
| Description              | Full Value     | Tax Amount        |
| Land                     | 112,209        | 1,304.99          |
| Structure                | 558,595        | 6,496.45          |
| Fixtures                 |                |                   |
| Personal Property        |                |                   |
| Gross Taxable Value      | 670,804        | 7,801.45          |
| Less HO Exemption        |                |                   |
| Less Other Exemption     |                |                   |
| <b>Net Taxable Value</b> | <b>670,804</b> | <b>\$7,801.45</b> |

| Direct Charges and Special Assessments              |                      |                |                   |
|---|----------------------|----------------|-------------------|
| Code  | Type                 | Telephone      | Amount Due        |
| 45  | LWEA2018TAX          | (415) 355-2203 | 298.00            |
| 46  | SF BAY RS PARCEL TAX | (510) 286-7193 | 12.00             |
| 63  | UPPER MARKET/CASTRO  | (415) 500-1181 | 1,839.30          |
| 89  | SFUSD FACILITY DIST  | (415) 355-2203 | 37.52             |
| 91  | SFCCD PARCEL TAX     | (415) 487-2400 | 99.00             |
| 98  | SF - TEACHER SUPPORT | (415) 355-2203 | 251.96            |
| <b>Total Direct Charges and Special Assessments</b> |                      |                | <b>\$2,537.78</b> |

|                    |                    |
|--------------------|--------------------|
| <b>▶ TOTAL DUE</b> | <b>\$10,339.22</b> |
| 1st Installment    | 2nd Installment    |
| \$5,169.61         | \$5,169.61         |
| DUE 12/10/2018     | DUE 04/10/2019     |

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



City & County of San Francisco  
 Property Tax Bill (Secured)  
 For Fiscal Year July 1, 2018 through June 30, 2019

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

|           |               |            |                       |                               |                                     |
|-----------|---------------|------------|-----------------------|-------------------------------|-------------------------------------|
| Vol<br>23 | Block<br>3542 | Lot<br>062 | Tax Bill No<br>116732 | Mail Date<br>October 12, 2018 | Property Location<br>2168 MARKET ST |
|-----------|---------------|------------|-----------------------|-------------------------------|-------------------------------------|

Check if contribution to Arts Fund is enclosed.  
 For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

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

San Francisco Tax Collector  
 Secured Property Tax  
 P.O. Box 7426  
 San Francisco, CA 94120-7426

**SECURED 2**

|                              |
|------------------------------|
| <b>▶ 2nd Installment Due</b> |
| <b>\$5,169.61</b>            |

If paid or postmarked after **APRIL 10, 2019**  
 the amount due (includes delinquent penalty of 10% and  
 other applicable fees) is: **\$5,731.57**

2335420006200 116732 00000000 00000000 0000 2003



City & County of San Francisco  
 Property Tax Bill (Secured)  
 For Fiscal Year July 1, 2018 through June 30, 2019

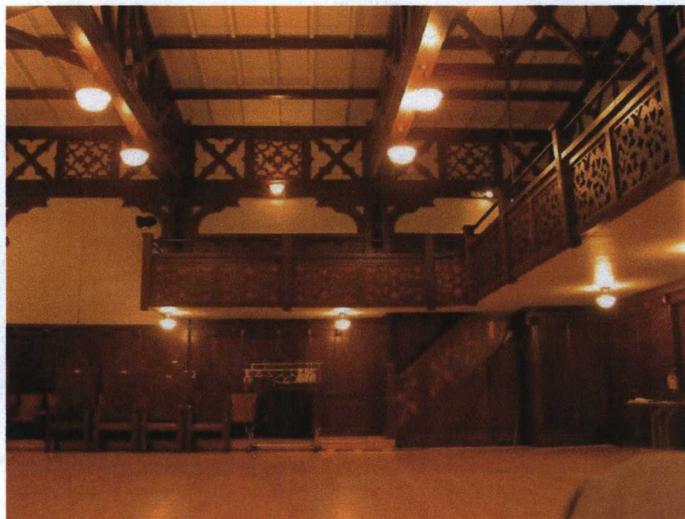
Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

| Rental Income Information  |               |
|--|---------------|
| <i>Amounts listed are calendar year 2018 actual, considered typical.</i> |               |
| <i>Mortgage debt service (substantial) is excluded.</i>                  |               |
|  |               |
| <u>Item</u>  | <u>Amount</u> |
| <b>Income</b>  |               |
| Lease  | \$ 317,372    |
| Rental   | \$ 6,775      |
| Other income   | \$ 1,480      |
| <b>Expenses</b>  |               |
| Advertising  | \$ 180        |
| Cleaning & Maintenance   | \$ 999        |
| Events Expense   | \$ 6,996      |
| Fees   | \$ 555        |
| Insurance  | \$ 22,504     |
| Professional Services  | \$ 4,780      |
| Reparis  | \$ 1,256      |
| Supplies   | \$ 2,603      |
| Other  | \$ 825        |
| <b>Taxes</b>   |               |
| Federal  | \$ 16,500     |
| Property   | \$ 10,108     |
| State  | \$ 7,000      |

**PHOTOS OF SWEDISH AMERICAN HALL**

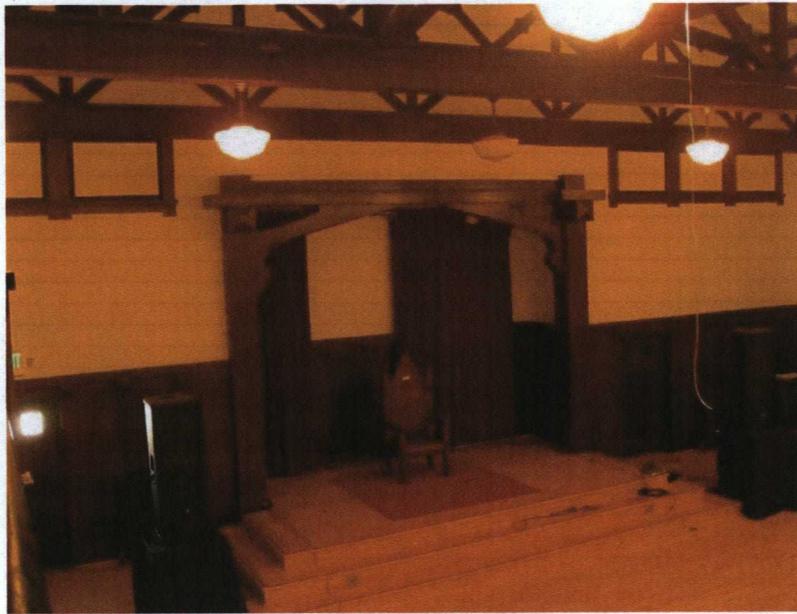


Front building exposure from Market Street.



Interior showing Freja Hall with trusses, trim, balcony or right.

**PHOTOS OF SWEDISH AMERICAN HALL**

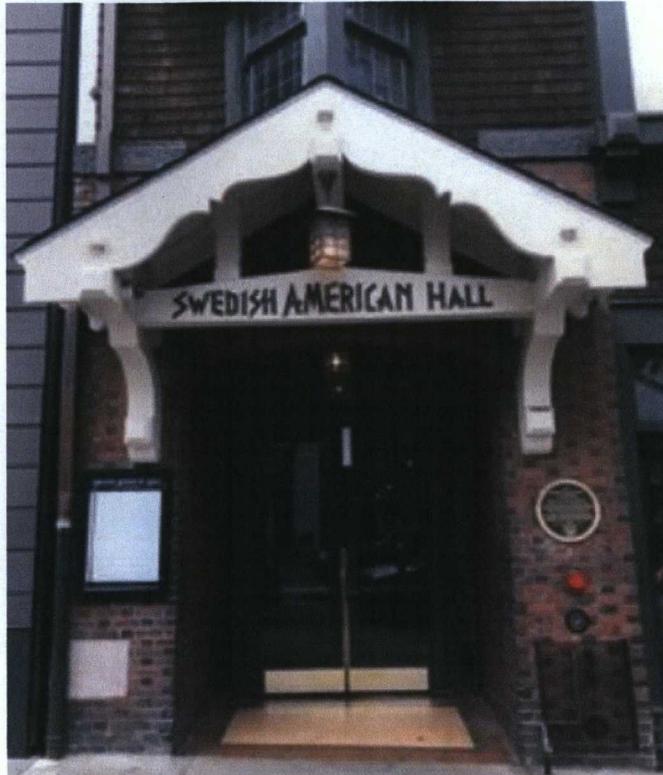


Freja Hall showing stage.

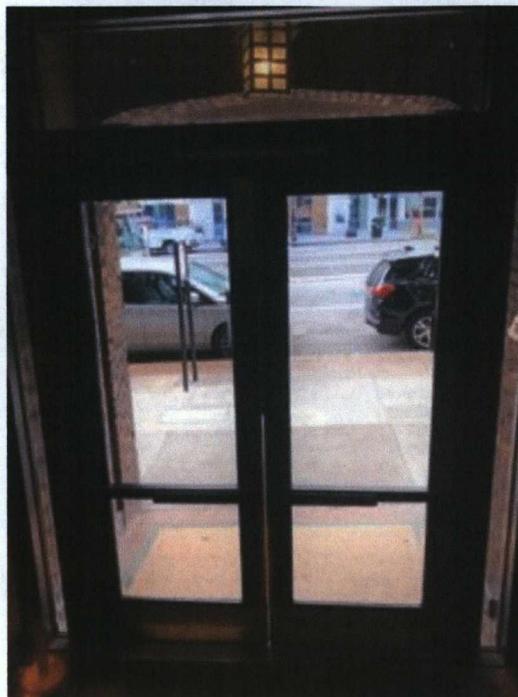


Odin Room

**PHOTOS OF SWEDISH AMERICAN HALL**



Main entry showing doors to be replaced.



Interior of doors to be replaced.

**PHOTOS OF SWEDISH AMERICAN HALL**



Balder Room showing trusses that will likely be replaced within 10 years.



Original neon sign for the Legacy Business Café du Nord.

**Exhibit A: Rehabilitation/Restoration Plan for 2168 Market Street**

| Scope: #1  |             | Building Feature: Front Door Replacement |  |
|--|-------------|--|--|
| Rehab/Restoration <input checked="" type="checkbox"/>  | Maintenance | Completed                                | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: 2020  |             |  |  |
| Total Cost: \$ 75,000  |             |  |  |
| Description of work: Replace non-original front door, framing, surround and hardware to better meet architect's original 1907 design, and to improve safety, security, and ADA considerations. Door will be compatible with the design and materials of the historic building. All work will be performed in conformance with the Secretary of the Interior's Standards. |             |  |  |

| Scope: #2  |             | Building Feature: Window in Events Kitchen |  |
|--|-------------|--|--|
| Rehab/Restoration <input checked="" type="checkbox"/>  | Maintenance | Completed                                  | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: 2020  |             |  |  |
| Total Cost: \$ 4,000   |             |  |  |
| Description of work: Restoration of non-original window at front elevation, at location of events catering kitchen. New window will have a leaded glass look to better match other windows on this south façade. All work will be performed in conformance with the Secretary of the Interior's Standards. |             |  |  |

| Scope: # 3  |             | Building Feature: Façade Restoration |  |
|---|-------------|--------------------------------------|--|
| Rehab/Restoration <input checked="" type="checkbox"/>   | Maintenance | Completed                            | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: 2026   |             |                                      |  |
| Total Cost: \$ 8,660  |             |                                      |  |
| Description of work: Repoint areas of missing mortar and repair damaged bricks on front wall. All repairs will be with like materials and in conformance with the Secretary of the Interior's Standards. Work will be performed in accordance with NPS Brief No. 2: Repointing Mortar Joints in Historic Masonry Buildings. |             |                                      |  |

| Scope: # 4   |             | Building Feature: Terrazzo at Main Entry |  |
|--|-------------|--|--|
| Rehab/Restoration <input checked="" type="checkbox"/>  | Maintenance | Completed                                | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: 2028  |             |  |  |
| Total Cost: \$6,000  |             |  |  |
| Description of work: Repair and restoration of chipped terrazzo at the main entry. Any patching will match existing in texture, color and materials. All work will be performed in conformance with the Secretary of the Interior's Standards. |             |  |  |

|   |                          |           |  |
|---|--------------------------|-----------|--|
| Scope: # 5  | Building Feature: Window |           |  |
| Rehab/Restoration <input checked="" type="checkbox"/>   | Maintenance              | Completed | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: 2020   |                          |           |  |
| Total Cost: \$ 1,500  |                          |           |  |
| <p>Description of Work: Replace broken leaded glass pane on 2<sup>nd</sup> floor ante room at front of building. All repairs will be with like materials and in conformance with the Secretary of the Interior's Standards. Work will be performed in accordance with NPS Brief No. 33: The Preservation and Repair of Historic Stained and Leaded Glass.</p> |                          |           |  |

**Exhibit B: Maintenance Plan for 2168 Market Street**

|   |   |                        |  |
|---|---|------------------------|--|
| Scope: # 1  |   | Building Feature: Roof |  |
| Rehab/Restoration   | Maintenance <input checked="" type="checkbox"/> | Completed              | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: Every 3 years  |   |                        |  |
| Total Cost: \$1,000 Average cost per year over a ten year period  |   |                        |  |
| Description of work: In 2016 major repair and coating of the roof was done, and is expected to last over 10 years. To maintain roof, inspections will be conducted of the roof, flashing and vents approximately every three years, repairing and replacing in-kind as necessary. Work will be performed according to NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings |   |                        |  |

|   |   |   |  |
|---|---|---|--|
| Scope: # 2  |   | Building Feature: Gutters and Down Spouts |  |
| Rehab/Restoration   | Maintenance <input checked="" type="checkbox"/> | Completed                                 | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: Every two years  |   |   |  |
| Total Cost: \$500 Average cost per year over 10 years.  |   |   |  |
| Description of work: We will service our gutters and down spouts approximately every other year, removing debris and inspecting for leaks. At such time, we will confirm that the downspouts direct water away from the building and that no water is infiltrating the foundation. If issues are found, we will repair or replace gutters and downspouts as necessary. Work will be performed according to NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings. |   |   |  |

|  |   |                           |  |
|--|---|---------------------------|--|
| Scope: # 3   |   | Building Feature: Windows |  |
| Rehab/Restoration  | Maintenance <input checked="" type="checkbox"/> | Completed                 | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: Annually  |   |                           |  |
| Total Cost: \$1,000 average annual cost over 10 years.   |   |                           |  |
| Description of work: Annual inspection of wood frame windows with leaded glass for any signs of dry rot, water intrusion, or damage. We will repair or replace as indicated using best practices, using materials to match current appearance and preserve the historic integrity of the property, in compliance with the NPS Preservation Brief #9: The Repair of Historic Wooden Windows and Brief # 33: The Preservation and Repair of Historic Stained and Leaded Glass. |   |                           |  |

|  |   |                             |  |
|--|---|-----------------------------|--|
| Scope: # 4   |   | Building Feature: Skylights |  |
| Rehab/Restoration  | Maintenance <input checked="" type="checkbox"/> | Completed                   | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: Every 5 years   |   |                             |  |
| Total Cost: \$500 average annual cost over 10 years.   |   |                             |  |
| Description of work: Inspection of skylights, at least every 5 years, for any signs of dry rot, water intrusion, or damage. We will repair or replace as indicated using best practices, using materials to match current appearance and preserve the historic integrity of the property, in compliance with the NPS Preservation Brief #9: The Repair of Historic Wood Windows. |   |                             |  |

|   |   |                                     |  |
|---|---|-------------------------------------|--|
| Scope: # 5  |   | Building Feature: Exterior finishes |  |
| Rehab/Restoration   | Maintenance <input checked="" type="checkbox"/> | Completed                           | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: Annually   |   |                                     |  |
| Total Cost: \$1,500 average annual cost over 10 years.  |   |                                     |  |
| Description of work: The exterior was entirely repainted from 2012 to 2014 at a cost of \$34,288. Exterior millwork and paint is routinely inspected for signs of failure and/or dry rot. Façade is washed when needed. As necessary, repair work will be performed using best practices and in-kind materials, as per NPS Preservation Brief #47: Maintaining the Exterior of Small and Medium Sized Historic Buildings. |   |                                     |  |

|  |   |                                     |  |
|--|---|-------------------------------------|--|
| Scope: # 6   |   | Building Feature: Interior finishes |  |
| Rehab/Restoration  | Maintenance <input checked="" type="checkbox"/> | Completed                           | Proposed <input checked="" type="checkbox"/> |
| Contract year work completion: Annually  |   |                                     |  |
| Total Cost: \$3,000 average annual cost over 10 years.   |   |                                     |  |
| Description of work: Perform annual inspections of all interior wood finishes including wood banisters, newel posts, wainscoting, trusses, walls, doors, and floors. As necessary, repairing and other regular maintenance will be performed using best practices and in-kind materials. All work will be performed in conformance with the Secretary of the Interior's Standards. |   |                                     |  |