Recording Requested by, and when recorded, send notice to: Shannon Ferguson 49 South Van Ness Avenue, Suite 1400 San Francisco, CA 94103

#### 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 Pacific Stables Property Owner LLC ("Owners").

#### **RECITALS**

Owners are the owners of the property located at 450 Pacific Avenue, in San Francisco, California (Block 0164, Lot 010). The building located at 450 Pacific Avenue is designated as a contributor to the Jackson Square Historic District pursuant to Article 10 of the Planning Code, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owners desire to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owners' application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost one million two-hundred eighty thousand three-hundred thirty-eight dollars (\$1,280,338.00). (See Rehabilitation Plan, Exhibit A.) Owners' application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately fourteen thousand seven hundred twenty-five dollars (\$14,725.00) annually (See Maintenance Plan, Exhibit B).

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

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

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

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

- Rehabilitation of the Historic Property. Owners shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.
- 3. <u>Maintenance.</u> Owners shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.
- Damage. Should the Historic Property incur damage from any cause whatsoever, which 4. damages fifty percent (50%) or less of the Historic Property, Owners shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owners shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owners shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owners, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owners may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owners may mutually agree to terminate this Agreement. Upon such termination, Owners shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owners shall

pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

- 5. <u>Insurance.</u> Owners shall secure adequate property insurance to meet Owners' repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.
- 6. <u>Inspections and Compliance Monitoring.</u> Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owners shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owners' compliance with this Agreement. Throughout the duration of this Agreement, Owners shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.
- 7. <u>Term.</u> This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.
- 8. <u>Valuation.</u> Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.
- 9. Notice of Nonrenewal. If in any year of this Agreement either the Owners or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owners serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owners sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owners. Upon receipt by the Owners of a notice of nonrenewal from the City, Owners may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.
- 10. <u>Payment of Fees.</u> As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owners shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owners shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.
- 11. <u>Default.</u> An event of default under this Agreement may be any one of the following:
- (a) Owners' failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;
- (b) Owners' failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

- (c) Owners' failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;
- (d) Owners' failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;
- (e) Owners' failure to pay any fees requested by the City as provided in Paragraph 10 herein;
- (f) Owners' failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or
  - (g) Owners' failure to comply with any other provision of this Agreement.

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

- 12. <u>Cancellation.</u> As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owners and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.
- 13. <u>Cancellation Fee.</u> If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owners shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owners shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.
- 14. <u>Enforcement of Agreement.</u> In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owners has breached this Agreement, the City shall give the Owners written notice by registered or certified mail setting forth the grounds for the breach. If the Owners do not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owners set forth in this Agreement. The City does not waive any claim of default by the Owners if it does not enforce or cancel this Agreement.
- 15. <u>Indemnification.</u> The Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to

property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owners, their Agents or Invitees; (c) the condition of the Historic Property; (d) any construction or other work undertaken by Owners on the Historic Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. The Owners' obligations under this Paragraph shall survive termination of this Agreement.

- 16. <u>Eminent Domain.</u> In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.
- 17. <u>Binding on Successors and Assigns.</u> The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owners. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owners who entered into the Agreement.
- 18. <u>Legal Fees.</u> In the event that either the City or the Owners fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.
- 19. <u>Governing Law.</u> This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- 20. <u>Recordation.</u> Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.
- 21. <u>Amendments.</u> This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.
- 22. <u>No Implied Waiver.</u> No failure by the City to insist on the strict performance of any obligation of the Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.
- 23. <u>Authority.</u> If the Owners sign as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business

in California, that the Owners have 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. <u>Severability.</u> 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. <u>Tropical Hardwood Ban.</u> The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.
- 26. <u>Charter Provisions.</u> This Agreement is governed by and subject to the provisions of the Charter of the City.
- 27. <u>Signatures.</u> This Agreement may be signed and dated in parts

CITY AND COUNTY OF SAN FRANCISCO:

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

By: Carmen Chu, Assessor-Recorder	DATE:
By:Rich Hillis, Director of Planning	DATE:
APPROVED AS TO FORM: DENNIS J. HERRERA CITY ATTORNEY	
By:Andrea Ruiz-Esquide, Deputy City Attorney	DATE:
OWNERS	
By:	DATE: Stables Property Owner LLC

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

Exhibit A: Rehabilitation/Restoration Plan for 450 Pacific Avenue

Scope: #1	Ruil	ding Feature: Parapet		
Rehab/Restoration	Maintenance	Completed	Proposed 🔀	
Contract year work comp				
Total Cost: \$49,271.00	2023			
Description of work:				
Replace parapet flashing	with more appropri	iate profile to restore h	storic configuration and	
appearance. Paint flashir		•	storio comigaration ana	
Scope: #2	Buil		orickwork (primary facades)	
Rehab/Restoration 🔀	Maintenance	Completed	Proposed 🔀	
Contract year work comp	letion: 2025			
Total Cost: \$170,865.00				
Description of work:				
		_	epointing with appropriate	
			replacements as needed where	
	_	•	trations as needed. All work to be	
· ·	to NPS Preservatio	n Brief #2: Repointing N	Nortar Joints in Historic Masonry	
Buildings.				
Scope: #3	Buil	ding Feature: Brick Pro	ections (Pacific and Osgood	
facades)	_		<u> </u>	
Rehab/Restoration 🔀	Maintenance	Completed	Proposed 🔀	
Contract year work comp	letion: 2025			
Total Cost: \$58,282.00				
Description of work:				
•				
Assess and repair parge c			sills, brick projections at parapet	
Assess and repair parge c inset panels, and at grour	nd floor watertable.	. Perform mortar analys	is. All new parge to match historic	
Assess and repair parge c inset panels, and at grour color, texture, and appea	nd floor watertable. rance. All surround	. Perform mortar analys ing mortar joints shall b	is. All new parge to match historic e assessed and repointed as	
Assess and repair parge c inset panels, and at grour color, texture, and appea necessary prior to re-parg	nd floor watertable. rance. All surround ging. Water-repelle	Perform mortar analys ing mortar joints shall b nt coating will not be ap	is. All new parge to match historic e assessed and repointed as plied unless need is substantiated	
Assess and repair parge c inset panels, and at grour color, texture, and appea necessary prior to re-parg by further testing. If a wa	nd floor watertable. rance. All surround ging. Water-repelle	Perform mortar analys ing mortar joints shall b nt coating will not be ap	is. All new parge to match historic e assessed and repointed as	
Assess and repair parge c inset panels, and at grour color, texture, and appea necessary prior to re-parg	nd floor watertable. rance. All surround ging. Water-repelle	Perform mortar analys ing mortar joints shall b nt coating will not be ap	is. All new parge to match historic e assessed and repointed as plied unless need is substantiated	
Assess and repair parge c inset panels, and at grour color, texture, and appea necessary prior to re-parg by further testing. If a wa	nd floor watertable. rance. All surround ging. Water-repelle	Perform mortar analys ing mortar joints shall b nt coating will not be ap	is. All new parge to match historic e assessed and repointed as plied unless need is substantiated	
Assess and repair parge c inset panels, and at grour color, texture, and appea necessary prior to re-parg by further testing. If a wa	nd floor watertable. rance. All surround ging. Water-repelle	Perform mortar analys ing mortar joints shall b nt coating will not be ap	is. All new parge to match historic e assessed and repointed as plied unless need is substantiated	
Assess and repair parge c inset panels, and at grour color, texture, and appea necessary prior to re-parg by further testing. If a wa	nd floor watertable. rance. All surround ging. Water-repellei ter-repellent coatin	Perform mortar analys ing mortar joints shall b nt coating will not be ap	is. All new parge to match historic e assessed and repointed as plied unless need is substantiated vill meet the Secretary's Standards	
Assess and repair parge coinset panels, and at groun color, texture, and appeanecessary prior to re-parge by further testing. If a wafor Rehabilitation.	nd floor watertable. rance. All surround ging. Water-repellei ter-repellent coatin	Perform mortar analysing mortar joints shall be at coating will not be aging is need, the coating v	is. All new parge to match historic e assessed and repointed as plied unless need is substantiated vill meet the Secretary's Standards	
Assess and repair parge coinset panels, and at groun color, texture, and appeanecessary prior to re-parge by further testing. If a wafor Rehabilitation.	nd floor watertable. rance. All surround ging. Water-repeller ter-repellent coatin  Buil Maintenance	Perform mortar analysing mortar joints shall but coating will not be applying is need, the coating volume for the	is. All new parge to match historic e assessed and repointed as uplied unless need is substantiated vill meet the Secretary's Standards	
Assess and repair parge coinset panels, and at groun color, texture, and appeanecessary prior to re-parge by further testing. If a was for Rehabilitation.  Scope: #4 Rehab/Restoration	nd floor watertable. rance. All surround ging. Water-repeller ter-repellent coatin  Buil Maintenance	Perform mortar analysing mortar joints shall but coating will not be applying is need, the coating volume for the	is. All new parge to match historic e assessed and repointed as applied unless need is substantiated will meet the Secretary's Standards on secondary facades	
Assess and repair parge coinset panels, and at groun color, texture, and appeanecessary prior to re-parge by further testing. If a was for Rehabilitation.  Scope: #4 Rehab/Restoration Contract year work compared Total Cost: \$100,811.00 Description of work:	nd floor watertable. rance. All surround ging. Water-repeller ter-repellent coatin  Buil  Maintenance  letion: 2025	Perform mortar analysing mortar joints shall but coating will not be applying is need, the coating volding Feature: Brickwor	is. All new parge to match historic e assessed and repointed as oplied unless need is substantiated will meet the Secretary's Standards  so on secondary facades  Proposed	
Assess and repair parge coinset panels, and at grour color, texture, and appeanecessary prior to re-parge by further testing. If a wafor Rehabilitation.  Scope: #4  Rehab/Restoration  Contract year work comp Total Cost: \$100,811.00  Description of work: Building cleaning, and spo	nd floor watertable. rance. All surround ging. Water-repeller ter-repellent coatin  Buil  Maintenance  letion: 2025	Perform mortar analysing mortar joints shall but coating will not be applying is need, the coating will be coa	is. All new parge to match historic e assessed and repointed as uplied unless need is substantiated vill meet the Secretary's Standards  on secondary facades  Proposed	
Assess and repair parge coinset panels, and at grour color, texture, and appeanecessary prior to re-parge by further testing. If a wafor Rehabilitation.  Scope: #4 Rehab/Restoration Contract year work compared Cost: \$100,811.00 Description of work: Building cleaning, and spormortar, repair, patching conservations.	nd floor watertable. rance. All surround ging. Water-repeller ter-repellent coatin  Buil  Maintenance  letion: 2025  ot-treatment to rem of brick and holes as	Perform mortar analysing mortar joints shall but coating will not be applying is need, the coating will be coa	is. All new parge to match historic e assessed and repointed as oplied unless need is substantiated will meet the Secretary's Standards  so on secondary facades  Proposed	

completed in accordance Buildings.	to NPS Preservation Brie	ef #2: Repointing Mo	ortar Joints in Historic Masonry
Scope: #5			window grilles and tie rods
Rehab/Restoration 🔀	Maintenance	Completed	Proposed 🔀
Contract year work comp	letion: 2025		
Total Cost: \$36,776			
Description of work:			
corrosion and deterioration	•		nhibitive paint to prevent ork.
Scope: #6	Ruilding	Fasture: Osgood Pl	window grilles and tie rods
Rehab/Restoration	Maintenance	Completed	Proposed X
Contract year work comp		Completed [_	] Flohosen 🖂
Total Cost: \$19,640.00	letion. 2031		
Description of work:			
The state of the s	exposed steel structure	with annronriate ru	st inhibitive paint to prevent
corrosion and deterioration	•	with appropriate re	ist initiative paint to prevent
	····		
Scope: #7	Building I	Feature: Roof	
Rehab/Restoration 🔀	Maintenance	Completed	Proposed 🔀
Contract year work comp	letion: 2029		
Total Cost: \$311,920.00			
Description of work:			
		_	d. Treat corrosion and paint
		•	t corrosion and deterioration.
Repair or replace associat	ed flashings and replace	sealant joints as ne	eded.
Scope: #8	Building I	Feature: Roof Skylig	hts
Rehab/Restoration 🛛	Maintenance	Completed	Proposed 🔀
Contract year work comp	letion: 2029		
Total Cost: \$17,997.00			
Description of work:			
Treat corrosion and paint	skylight with appropriat	e rust inhibitive pai	nt to prevent corrosion and
deterioration as needed.			-
			eplace sealant joints as needed.
Clean weeps. Coordinate			-

Scope: #9	Building Feature: Pacific Ave Storefronts			
Rehab/Restoration 🛚	Maintenance	Completed		Proposed 🔀
Contract year work comple	etion: 2029			
Total Cost: \$514,766.00				
Description of work:				
Remove non-historic non-compatible materials and install new appropriate compatible storefronts at ground level to replace missing storefronts at current open-air arcade based on further historic documentation and investigation. Consideration should be given to ADA compliance requirements. All work to be completed in accordance to NPS Preservation Brief #11: Rehabilitating Historic Storefronts and #32: Making Historic Properties Accessible.				
•	nterior space. Improve of new finishes, requi ical and electrical syst	ments include tying red upgrades to the ems. This portion o	g the e fire	

Exhibit B: Maintenance Plan for 450 Pacific Avenue

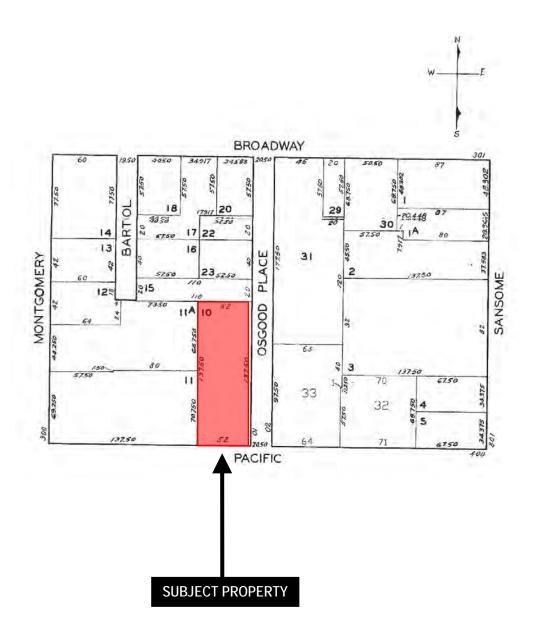
Scope: #1	Build	ing Feature: Pacific Av	e & Osgood Pl. Brid	ckwork
Rehab/Restoration Maintenance Completed Proposed				
Contract year work completion: 2022 and annually thereafter				
Total Cost: \$1,790				
Description of work:				
Perform visual inspection	n of brick masonry an	nually for signs of dete	rioration and biog	rowth. Prior to
2025 rehabilitation work	•		_	
Following 2025 rehabilita			-	
completed in accordance	•	•		
Historic Masonry Buildin		J	•	
Caara, #2	D:l-a	ina Faatuura Mindauu	وتوسو باوتوط اومو والن	ations.
Scope: #2	Maintenance X	ing Feature: Window s	_	
Rehab/Restoration		Completed [	Propose	eu 🔼
Contract year work comp	pietion: 2022 and ann	ually thereafter		
Total Cost: \$1,790.00				
Description of work:			المساد الماد ا	:+:
Perform visual inspection				
parapet inset panels, and	~			k, treat
immediate needs. Follow	ving 2025 renabilitati	on work, repair as nee	aea.	
Scope: #3	Build	ing Feature: Secondar	y North & West Fa	cades
Scope: #3 Rehab/Restoration	Build Maintenance	ing Feature: Secondar Completed [	y North & West Fa	
	Maintenance 🔀	Completed		
Rehab/Restoration	Maintenance 🔀	Completed		
Rehab/Restoration Contract year work comp	Maintenance 🔀	Completed		
Rehab/Restoration Contract year work comp Total Cost: \$1,790.00	Maintenance 🔀 pletion: 2022 and ann	Completed [ ually thereafter	Propose	ed 🔀
Rehab/Restoration Contract year work comp Total Cost: \$1,790.00 Description of work:	Maintenance   pletion: 2022 and ann  n of brick masonry an	Completed [ually thereafter	Propose	ed 🔀
Rehab/Restoration Contract year work comp Total Cost: \$1,790.00 Description of work: Perform visual inspection	Maintenance Detion: 2022 and annotes of brick masonry and clean or treat imme	Completed [ ually thereafter  nually for signs of dete diate needs. Following	Propose Prioration and biog g 2025 rehabilitation	growth. Prior to
Rehab/Restoration Contract year work comp Total Cost: \$1,790.00 Description of work: Perform visual inspection 2025 rehabilitation work	Maintenance Detion: 2022 and ann of brick masonry an , clean or treat imme epair as needed, inclu	Completed [ ually thereafter  nually for signs of dete diate needs. Following uding graffiti removal a	Propose Prioration and biog 2025 rehabilitations occurs. All work to	growth. Prior to on work, clean to be
Rehab/Restoration Contract year work comp Total Cost: \$1,790.00 Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and re	Maintenance Detion: 2022 and annotes of brick masonry and clean or treat imme epair as needed, include to NPS Preservation	Completed [ ually thereafter  nually for signs of dete diate needs. Following uding graffiti removal a	Propose Prioration and biog 2025 rehabilitations occurs. All work to	growth. Prior to on work, clean to be
Rehab/Restoration Contract year work compound Total Cost: \$1,790.00  Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and recompleted in accordance	Maintenance Detion: 2022 and annoted of brick masonry and clean or treat imme epair as needed, include to NPS Preservation	Completed [ ually thereafter  nually for signs of dete diate needs. Following uding graffiti removal a	Propose Prioration and biog 2025 rehabilitations occurs. All work to	growth. Prior to on work, clean to be
Rehab/Restoration Contract year work compound Total Cost: \$1,790.00  Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and recompleted in accordance	Maintenance Detion: 2022 and annoted of brick masonry and clean or treat imme epair as needed, include to NPS Preservation	Completed [ ually thereafter  nually for signs of dete diate needs. Following uding graffiti removal a	Propose Prioration and biog 2025 rehabilitations occurs. All work to	growth. Prior to on work, clean to be
Rehab/Restoration Contract year work comp Total Cost: \$1,790.00  Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and re completed in accordance Historic Masonry Buildin	Maintenance Deletion: 2022 and annoted of brick masonry and a clean or treat imme epair as needed, include to NPS Preservation gs.	Completed [ ually thereafter  nually for signs of dete diate needs. Following iding graffiti removal a Brief #1: Cleaning and	Propose rioration and biog g 2025 rehabilitations s occurs. All work to Water-Repellent T	rowth. Prior to on work, clean to be Treatments for
Rehab/Restoration Contract year work compound Total Cost: \$1,790.00  Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and recompleted in accordance	Maintenance Deletion: 2022 and annoted of brick masonry and a clean or treat imme epair as needed, include to NPS Preservation gs.	Completed [ ually thereafter  nually for signs of dete diate needs. Following iding graffiti removal a Brief #1: Cleaning and	Propose erioration and biog g 2025 rehabilitations s occurs. All work to Water-Repellent To	rowth. Prior to on work, clean to be Treatments for
Rehab/Restoration Contract year work comp Total Cost: \$1,790.00  Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and re completed in accordance Historic Masonry Buildin	Maintenance Deletion: 2022 and annoted of brick masonry and a clean or treat imme epair as needed, include to NPS Preservation gs.	Completed [ ually thereafter  nually for signs of dete diate needs. Following iding graffiti removal a Brief #1: Cleaning and	Propose rioration and biog g 2025 rehabilitations s occurs. All work to Water-Repellent T	growth. Prior to on work, clean to be Treatments for ail, Window
Rehab/Restoration Contract year work compound Total Cost: \$1,790.00  Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and recompleted in accordance Historic Masonry Building Scope: #4	Maintenance Detion: 2022 and annotes of brick masonry and a clean or treat imme epair as needed, include to NPS Preservation gs.  Build	Completed [ ually thereafter  nually for signs of detection of detection of the completed [ and the completed [ brief #1: Cleaning and completed [ brief #2: Completed [ brief #3: Completed [ brief #4: Completed [ brief #	Propose erioration and biog g 2025 rehabilitations s occurs. All work to Water-Repellent To Water-Repellent To I. Metal Balcony Ra	growth. Prior to on work, clean to be Treatments for ail, Window
Rehab/Restoration Contract year work compound Total Cost: \$1,790.00  Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and recompleted in accordance Historic Masonry Building Scope: #4  Rehab/Restoration	Maintenance Detion: 2022 and annotes of brick masonry and a clean or treat imme epair as needed, include to NPS Preservation gs.  Build	Completed [ ually thereafter  nually for signs of detection of detection of the completed [ and the completed [ brief #1: Cleaning and completed [ brief #2: Completed [ brief #3: Completed [ brief #4: Completed [ brief #	Propose erioration and biog g 2025 rehabilitations s occurs. All work to Water-Repellent To Water-Repellent To I. Metal Balcony Ra	growth. Prior to on work, clean to be Treatments for ail, Window
Rehab/Restoration Contract year work composition of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and recompleted in accordance Historic Masonry Building Scope: #4  Rehab/Restoration Contract year work composition Contract year work contract year work contract year work year year year year year year year year	Maintenance Detion: 2022 and annotes of brick masonry and a clean or treat imme epair as needed, include to NPS Preservation gs.  Build	Completed [ ually thereafter  nually for signs of detection of detection of the completed [ and the completed [ brief #1: Cleaning and completed [ brief #2: Completed [ brief #3: Completed [ brief #4: Completed [ brief #	Propose erioration and biog g 2025 rehabilitations s occurs. All work to Water-Repellent To Water-Repellent To I. Metal Balcony Ra	growth. Prior to on work, clean to be Treatments for ail, Window
Rehab/Restoration Contract year work compared Cost: \$1,790.00  Description of work: Perform visual inspection 2025 rehabilitation work or treat biogrowth and recompleted in accordance Historic Masonry Building Scope: #4  Rehab/Restoration Contract year work compared Cost: \$1,790.00	Maintenance Detion: 2022 and annual of brick masonry and a clean or treat immediate to NPS Preservation gs.  Build Maintenance Detion: 2022 and annual collection: 2022 an	Completed [ ually thereafter  nually for signs of detection of detecti	Propose  Propose  Propose  Propose  Propose  Propose  Propose	growth. Prior to on work, clean to be Treatments for ail, Window
Rehab/Restoration Contract year work compared to the Contract year work year year.	Maintenance Deletion: 2022 and annually of metal bands annually of metal bands and annually of metal bands annually of metal bands and annually of metal bands annually of metal bands and annually of metal bands and annually of	Completed [ ually thereafter  nually for signs of detection of detection of detection of diate needs. Following adding graffiti removal at Brief #1: Cleaning and ing Feature: Osgood Parilles ar Completed [ ually thereafter	Propose  Propose  Propose  Propose  Propose  Propose  Propose  Propose  les, tie rods, and o	rowth. Prior to on work, clean to be Treatments for ail, Window
Rehab/Restoration Contract year work compared to provide the contract year work compared to provide the contract year work compared to provide the completed in accordance of the completed in accordance of the compared to provide the contract year work year work compared to provide the contract year work year.	Maintenance oletion: 2022 and annually of metal back for paint deteriorated	Completed [ ually thereafter  nually for signs of detection of detection of detection of diate needs. Following adding graffiti removal at Brief #1: Cleaning and grilles are Completed [ ually thereafter  alcony rail, window grilion and signs of correspondence of the completed grilles are completed [ ually thereafter	Propose  Propose  Propose  Propose  Propose  Propose  Propose  Propose  les, tie rods, and o	rowth. Prior to on work, clean to be Treatments for ail, Window

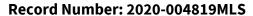
Scope: #5	Building Feature: Pacific Ave Storefronts		
Rehab/Restoration	Maintenance ☐ Completed ☐ Proposed ☐		
Contract year work compl	etion: 2022 and annually thereafter		
Total Cost: \$895.00			
Description of work:			
Perform visual inspection	annually of exposed steel structure for paint deterioration and signs of		
corrosion. Treat corrosion	n and paint with appropriate rust inhibitive paint as needed.		
Scope: #6	Building Feature: Roof		
Rehab/Restoration	Maintenance ☐ Completed ☐ Proposed ☐		
Contract year work compl	etion: 2022 and annually thereafter		
Total Cost: \$1,790.00			
Description of work:			
Perform annual inspection	n of roofing, including roof membrane and associated flashings, parapet		
flashings, sealants, etc. for	r leaks and signs of deterioration. Repair as needed; prepare, prime, and		
paint metal as needed.			
Scope: #7	Building Feature: Roof Drainage System		
Rehab/Restoration	Maintenance Completed Proposed		
Contract year work compl	etion: 2022 and annually thereafter		
Total Cost: \$895.00			
Description of work:			
Perform annual inspection of roof drainage system, and clean drains, downspouts, and gutters as			
needed.			
Scope: #8	Building Feature: Roof Skylights		
Rehab/Restoration	Maintenance ☐ Completed ☐ Proposed ☐		
Contract year work compl	etion: 2022 and annually thereafter		
Total Cost: \$895.00			
Description of work:			
Perform annual inspection	n of skylights for leaks and deterioration, including flashings, and sealants.		
Clean weeps. Repair as needed.			

Scope: #9	Building Fe	ature: Pacific Ave and O	sgood Pl. Windows
Rehab/Restoration	Maintenance 🔀	Completed	Proposed 🛚
Contract year work comple	etion: 2022 and annually	hereafter	
Total Cost: \$3,581.00			
Description of work:			
Perform visual inspection of deterioration, and clean we Pacific Avenue or Osgood within that façade with ne character of the building. Historic Buildings as guidant	eeps. Repair as needed. 'Place facades are deterion w wood double hung win Follow the Secretary of the	When 60% or more of the rated beyond repair, replayed that are compatible Interior's Standards for	ne windows on either the lace all the windows le with the historic

Scope: #10	Building	Feature: Interior Historic	: Timber Framing
Rehab/Restoration	Maintenance 🛚	Completed	Proposed 🛚
Contract year work compl	etion: 2022 and annually	thereafter	
Total Cost: \$1,790.00			
Description of work:			
Perform visual inspection	annually of historic inter	ior timber framing for sig	ns of stress/deterioration
or necessary repairs, and	repair as needed.		

## **Parcel Map**





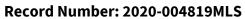
450 Pacific Avenue



# **Zoning Map**







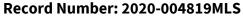
450 Pacific Avenue



## **Jackson Square Landmark District**

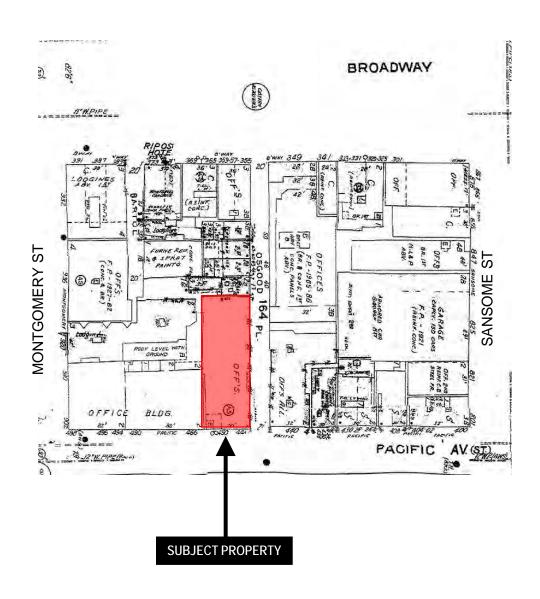






450 Pacific Avenue

## Sanborn Map\*



\*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.



Record Number: 2020-004819MLS

450 Pacific Avenue

#### **Aerial Photo - View 1**



SUBJECT PROPERTY

Record Number: 2020-004819MLS

450 Pacific Avenue



#### **Site Photo**



Record Number: 2020-004819MLS

450 Pacific Avenue

