

**PROGRAMMATIC AGREEMENT  
BY AND AMONG THE UNITED STATES OF AMERICA, ACTING BY AND  
THROUGH ITS  
GENERAL SERVICES ADMINISTRATION,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,  
AND THE CITY AND COUNTY OF SAN FRANCISCO,  
REGARDING THE CONVEYANCE, REHABILITATION AND  
PRESERVATION OF  
THE OLD U.S. MINT BUILDING, SAN FRANCISCO, CALIFORNIA**

THIS PROGRAMMATIC AGREEMENT (this "PA") dated as of August 4, 2003 is between the United States of America, acting by and through its General Services Administration (the "GSA"), the Advisory Council on Historic Preservation (the "Council"), the California State Historic Preservation Officer (the "SHPO"), and the City and County of San Francisco (the "City").

**THIS PA IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:**

**WHEREAS**, the GSA is the federal agency that owns and controls the real property located in the City of San Francisco and bounded by Fifth, Jessie, Mint and Mission Streets (the "Property"), including the building located thereon commonly known as the Old U.S. Mint (the "Building"). The Building was closed to the public on December 30, 1994 and has been vacant since 1996; and

**WHEREAS**, the Property was designated as a National Historic Landmark on July 4, 1961 and included on the National Register of Historic Places on October 15, 1966. Together, the Building and the Property shall hereinafter be referred to as the "NHL". Pursuant to Section 106 of the National Historic Preservation Act, 16 U.S.C. §470f, and its implementing regulations ("Protection of Historic Properties," 36 C.F.R. Part 800) (collectively, the "Act") the GSA has determined that the conveyance of the NHL is an "undertaking" as defined in 36 CFR §800.16 and may have an adverse effect upon the NHL; and

**WHEREAS**, pursuant to 41 Code of Federal Regulations, Chapter 101-47.501-2, the GSA has determined that the NHL has no commercial value, that the estimated cost of continued care and handling would exceed the estimated proceeds from its sale, that the Building requires substantial capital investment that does not support Federal use, and has agreed to convey to the City, at no cost to the City, fee title to the NHL; and

**WHEREAS**, upon execution of this PA by the signatories hereto, GSA shall concurrently convey the NHL to the City pursuant to that certain quitclaim deed of even date herewith (the "Deed")(a copy of which is attached hereto as Appendix A); and

**WHEREAS**, upon execution of this PA and implementation of its terms, GSA has mitigated the potential adverse effect of the undertaking and ensured the preservation, rehabilitation, public access to, and stewardship of the NHL for future generations; and

**WHEREAS**, the GSA has consulted with the Council, the SHPO, the City and the consulting parties listed in Appendix B to this PA, in accordance with the Act;

**NOW, THEREFORE**, the GSA, the Council, the SHPO, and the City, agree that the conveyance of the NHL to the City is subject to the following stipulations:

### **STIPULATIONS**

#### **A. CRITERIA FOR THE TREATMENT OF HISTORIC SPACES AND FEATURES OF THE NHL (CRITERIA)**

1. At its sole cost and expense, City will prepare a Historic Structures Report (HSR) for the NHL. This HSR shall be subject to the approval of SHPO. The signatories agree that the HSR identifies the character-defining spaces and features of the NHL (the "Historic Features") that are to be preserved or rehabilitated pursuant to the terms of the Deed and this PA.
2. Existing Historic American Building Survey documentation ("HABS") regarding the NHL is described in Appendix C. Prior to commencing any physical or structural alterations to the NHL, City will supplement the HABS as set forth in Appendix C-2.
3. City shall ensure that all physical or structural alterations to the Historic Features of the NHL made by or on behalf of the City shall be planned, developed and executed in a manner consistent with the recommended approaches for preservation and rehabilitation contained in the Secretary of the Interior's Standards for the Treatment of Historic Properties set forth at 36 C.F.R. Part 68, or, to the extent applicable in connection with any request for the use of historic tax credits for the NHL, the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Properties set forth at 36 C.F.R. Part 67 (together, as applicable, the "Standards").

#### **B. HISTORIC PRESERVATION CONSULTANT**

1. The City will retain the services of a qualified historic preservation consultant (the "HP Consultant") who meets the Secretary of Interior Professional Qualification Standards (48 Federal Register 447389, Appendix E)(the "Professional Standards") with significant experience in the field of historic architecture or a closely related field who has a minimum of 5 years experience in architectural preservation and rehabilitation and is approved by

the SHPO in accordance with the provisions of this PA. All reviews carried out by the HP Consultant pursuant to this PA shall be carried out by or under the direct supervision of a person or persons meeting the Professional Standards.

- a. The HP Consultant will review Project Documents (as defined and set forth in Stipulation C below) and other relevant documentation, consult with appropriate signatories, and provide written comments on historic preservation issues.
  - b. The purpose of the HP Consultant's review of plans for the physical and structural alterations to the NHL is to ensure that design and specifications conform to the requirements of Stipulation A.3. above.
2. The City will submit to the SHPO for review and approval the names and qualifications of candidates for the position of the HP Consultant and the names and qualifications of any structural engineers who may be retained to assist the potential HP Consultant. The City may not retain the services of any of the nominated candidates unless the SHPO concurs in writing, within thirty (30) days of receipt, to any of the names that the City submits. If the SHPO objects to any such names, then the reasons for such objection shall be given in the written notice. If the SHPO fails to concur or object within thirty (30) days of receipt, all of the City's candidates shall be deemed approved.
  3. If at any time the SHPO determines that the HP Consultant is not fulfilling its responsibilities as required by this PA, then the SHPO may notify the City of such determination in writing, including the basis therefore. Upon receipt of such notice, the City, with the notice to the SHPO, will release the HP Consultant from any obligations to the City unless, at the option of the City, such deficiencies are cured to the satisfaction of the City and the SHPO within sixty (60) days after the date of such notice. If at any time the City determines that the HP Consultant is not fulfilling its duties under its contract with the City or as required by this PA, the City will, after written notice, including the basis therefore, to the SHPO, release the HP Consultant from any obligations to the City unless, at the option of the City, such deficiencies are cured to the satisfaction of the City and the SHPO within sixty (60) days after the date of such notice. In the event of any such termination of the HP Consultant, the City will retain the services of another HP Consultant from the approved list of qualified candidates and will notify the SHPO in writing regarding release of the former HP Consultant and name, address, and telephone number of the new HP Consultant.

### **C. PROJECT DOCUMENTS REVIEW**

1. The HP Consultant will facilitate requests for any necessary approvals as required under the Deed of the construction documents at each of the

conceptual, schematic, design development and construction stages (together, the "Project Documents") to determine whether they comply with the Standards. The HP Consultant will attend all progress meetings to discuss any revisions, modifications or alterations to the Project Documents that could affect Historic Features of the NHL.

2. Within thirty (30) days of receipt of the Project Documents at the conceptual, schematic, design development and construction stages from the City, the HP Consultant shall submit a report at each stage to the City and the SHPO that summarizes the work proposed in the Project Documents completed to date and sets forth the HP Consultant's determination as to whether the Project Documents completed to date comply with the Standards; and presents any and all reasons supporting such determination. For purposes of this PA, the HP Consultant's report on the conceptual stage shall be referred to herein as the "Initial Determination Report", the HP Consultant's report on the schematic stage Project Documents shall be referred to herein as the "Second Determination Report", the HP Consultant's report on the design development stage Project Documents shall be referred to herein as the "Third Determination Report", and the HP Consultant's report on the construction stage Project Documents shall be referred to herein as the "Fourth Determination Report." The First Determination Report, the Second Determination Report, the Third Determination Report and the Fourth Determination Report shall be, at times, collectively referred to herein as the "Determination Reports". Each Determination Report submitted by the HP Consultant to the SHPO shall be accompanied by one set of the applicable Project Documents.
3. If any Determination Report states that the Project Documents comply with the Standards, the SHPO will have thirty (30) days from receipt to review and comment on such Determination Report in writing to the City. Unless the SHPO objects to the conclusions in a Determination Report in writing to the City within such thirty (30) day period, the applicable Project Documents will be deemed approved for purposes of this PA and the City may proceed with completion of the Project Documents and/or construction in accordance with the Project Documents as submitted, as appropriate. If the SHPO objects to the conclusions set forth in any Determination Report and determines that the Project Documents do not comply with the Standards, then in the SHPO's written notice to the City as specified above, the SHPO shall describe the reasons for its objection and recommend specific changes to such Project Documents that will cure the SHPO's objection. Subject to its rights set forth under Stipulation C.5 below, the City will incorporate into such Project Documents the changes recommended by the SHPO. The HP Consultant will review the revised Project Documents and will notify the SHPO within thirty (30) days of its receipt thereof, as to whether the City has incorporated the SHPO's recommendations into the Project Documents to the extent required

hereunder. Concurrent with its submission to the HP Consultant, the City shall forward a copy of any such revised Project Documents to the SHPO.

4. If any Determination Report states that any plan or specification contained in a Project Document is inconsistent with the Standards, the HP Consultant will include in such Determination Report recommended changes to the applicable Project Documents to resolve the inconsistency. Promptly upon the City's receipt of such Determination Report, and in no event more than seven (7) days thereafter, the HP Consultant and the City will meet and confer to resolve the inconsistency identified in such Determination Report.
  - a. If the City and the HP Consultant resolve the inconsistency, then the HP Consultant shall document the resolution in an addendum to the applicable Determination Report, and the HP Consultant, City and SHPO shall proceed pursuant to Stipulation C.3.
  - b. If the City and the HP Consultant cannot resolve such inconsistency within fourteen (14) days after the City's receipt of the applicable Determination Report, then within five (5) days of the expiration of such fourteen (14) day period, the HP Consultant will prepare a written summary of the consultation, including a summary of the City's and the HP Consultant's respective positions on the issue ("Consultation Summary"). The HP Consultant will forward the Consultation Summary and any other relevant documentation to the City and the SHPO. Within fifteen (15) days of its receipt of the Consultation Summary, the SHPO will compile its comments and issue to the City and the HP Consultant its written recommendation as to those changes to the Project Documents, if any, required to make the Project Documents consistent with the Standards. Subject to its rights set forth under Stipulation C.5 below, the City will incorporate into the Project Documents the changes recommended by the SHPO. The HP Consultant will review the revised Project Documents and will notify the SHPO within thirty (30) days of its receipt thereof, as to whether the City has incorporated the SHPO's recommendations into the Project Documents to the extent required hereunder. Concurrent with its submission to the HP Consultant, the City shall forward a copy of the revised Project Documents to the SHPO.
5. Should the City object to any changes or modifications to the Project Documents recommended by the SHPO under Stipulations C.3 or C.4 above, either the SHPO or the City may initiate the dispute resolution procedures as set forth in Stipulation E.
6. Within fifteen (15) days of its receipt of any written report or documents required hereunder, including without limitation, any Determination Reports, or the Consultation Summary, the SHPO shall notify the HP Consultant and the City in writing as to any and all specific additional documentation

reasonably necessary for the SHPO to conduct its review. If the SHPO makes such a request within such fifteen (15) day period, then the time periods for the SHPO's review and comment set forth in Stipulations C.3 or C.4 above shall not commence until such additional information has been received by the SHPO.

7. Failure of the SHPO to provide written comments to any report, summary, Project Documents, or additional documentation or studies submitted pursuant to Stipulation C, within the agreed upon time frames, will be deemed approval of the report, summary, Project Documents or additional documentation or studies for purposes of this PA, and the City may proceed with completion of the Project Documents or with construction in accordance with the relevant Project Documents as submitted and as previously amended by the SHPO's comments, if any, as the case may be.

#### **D. CONSTRUCTION MONITORING**

1. The City will carry out all physical and structural alterations (including but not limited to demolition and other work) of the Historic Features of the NHL in conformity with the Project Documents as approved pursuant to Stipulation C above (the "Approved Project Documents"). The HP Consultant will monitor the construction work to ensure conformity with the Approved Project Documents. If the HP Consultant determines that construction does not conform to the Approved Project Documents and that such non-conformance adversely affects, as that term is defined at 36 CFR Part 800.5(a)(1), the Historic Features of the NHL (an "Alleged Breach"), then the HP Consultant will immediately notify the SHPO and the City in writing of the Alleged Breach, including recommended changes to the construction work necessary to cure such Alleged Breach, and will consult with the City to resolve the Alleged Breach. If, in the opinion of the HP Consultant, the Alleged Breach may result in immediate and irreparable harm to Historic Features of the NHL, the City shall stop all work that may adversely affect such Historic Features until the Alleged Breach has been resolved. If the HP Consultant and the City cannot resolve the Alleged Breach within 14 days of the City's receipt of the HP Consultant's notice of such Alleged Breach, then the HP Consultant shall notify the SHPO in writing of the unresolved Alleged Breach. If the SHPO concurs in writing with the HP Consultant's determination regarding the Alleged Breach within fourteen (14) days of its receipt of written notice thereof, then the City may either alter its construction in accordance with the HP Consultant's and any SHPO recommendations, and so notify the HP Consultant and the SHPO of this decision in writing, or commence dispute resolution procedures as set forth in Stipulation E.
2. During implementation of the construction project, the City will notify the HP Consultant and the SHPO immediately of any conflicting conditions, discoveries, proposed changes (e.g., change orders), or other changes in the

approved scope of work that would adversely affect the NHL's Historic Features ("Additional Work"). The HP Consultant will review any such Additional Work to determine if it will have an effect on the NHL as defined in 36 C.F.R. §800.16(i), and the City will not proceed with such Additional Work to the extent necessary to avoid material harm to the Historic Features until the issue is resolved in accordance with this Stipulation D.2 of the PA.

- a. If the HP Consultant determines that the Additional Work will have no effect or no adverse effect, as those terms are defined at 36 CFR §800.16(i) and 800.5(b), on the Historic Features, then the HP Consultant will forward this determination and supporting documentation to the SHPO. Unless the SHPO objects within thirty (30) days of receiving such notice by providing written notice thereof to the City, the City may proceed with the Additional Work. If the SHPO objects to the HP Consultant's determination and determines that the Additional Work will have an adverse effect, then the SHPO shall include in the notice described above the reasons therefore and recommend changes that will cure the SHPO's objection, and the City will comply with Stipulation D.2.b below.
  - b. If the HP Consultant or the SHPO determines that the Additional Work will result in an adverse effect on the Historic Features, then both parties will consult with the City to develop actions that will avoid or mitigate the adverse effects of the Additional Work. If, pursuant to this consultation, the City agrees that modifying the scope of the Additional Work is necessary to avoid or to mitigate an adverse effect on the Historic Features, the City will modify the scope of the Additional Work to implement the recommendations of the SHPO under this PA. If the City does not agree that modifying the scope of the Additional Work is necessary to avoid or to mitigate an adverse effect on the Historic Features or if the City and the SHPO do not agree on measures that would avoid or to mitigate an adverse effect, the City or the SHPO may commence dispute resolution procedures as set forth in Stipulation E, below, and the City will not proceed with such Additional Work until completion of the dispute resolution procedures set forth in Stipulation E.
3. With appropriate prior notice to the City, the SHPO and Council shall have the right, at reasonable times, to inspect the NHL and the status of the work pursuant to a mutually agreeable permit to enter in order to monitor the progress of the work, provided such access and reviews do not unreasonably interfere with or delay the performance of construction, and GSA shall have the same rights to inspect the NHL and the status of the work in connection with GSA's exercise of its rights under Stipulation E.4.

4. Within fifteen (15) days of its receipt of any written report or documents required pursuant to Stipulation D, the SHPO shall notify the HP Consultant or the City in writing as to any and all specific additional documentation reasonably necessary for the SHPO to conduct its review. If the SHPO makes such a request within such fifteen (15) day period, then the time periods for the SHPO review and comment set forth in this Stipulation D shall not commence until such additional information has been delivered to the SHPO.
5. Failure of the SHPO to provide written comments to any notice, summary, or additional documentation or study related to construction submitted pursuant to Stipulation D within the agreed upon time frames, will be deemed approval of such notice, summary, additional documentation or study for purposes of this PA, and the City may proceed with such construction.

#### **E. DISPUTE RESOLUTION**

1. In the event of any dispute under this PA, including but not limited to disputes regarding whether (a) the Project Documents are consistent with the Standards or (b) any construction work (including any demolition or Additional Work) is not in conformance with the Approved Project Documents and that such non-conformance could adversely affect the Historic Features of the NHL (a "Dispute"), the City or the SHPO may provide the other party with a written notice thereof ("Notice of Dispute"). The Notice of Dispute shall state with reasonable specificity the provisions of this PA under which such Dispute is claimed to arise, and the manner in which the Dispute may be satisfactorily cured.
2. Upon delivery of a Notice of Dispute, the City, the SHPO, and the HP Consultant shall meet promptly to discuss any Dispute and the manner in which the City may cure the Dispute so as to satisfy the requirements of this PA. The City, the SHPO and the HP Consultant shall attempt diligently and in good faith to resolve the Dispute during the consultation and, if applicable, reach agreement as to how to resolve such Dispute, including making any required modifications to the Project Documents or construction. The City, the HP Consultant, and the SHPO shall conclude such consultation no later than thirty (30) days after delivery of the Notice of Dispute.
3. If the City and SHPO resolve the Dispute set forth in the Notice of Dispute in a manner that requires the City to take specified actions ("Cure"), the City shall commence within a reasonable period of time not to exceed sixty (60) days to Cure and shall thereafter diligently pursue such Cure to completion. If at the end of any Cure period the SHPO no longer holds the view that the City is in breach, the SHPO shall issue to the City and to the HP Consultant a written acknowledgement of the City's Cure of the matter that was the subject of the Notice of Dispute.



4. If after the consultation described in Stipulation E.2 above, the City and the SHPO cannot resolve the Dispute set forth in the Notice of Dispute, or, if after the end of the Cure period described in Stipulation E.3., above, the SHPO determines that the City has failed to Cure, then the SHPO will promptly forward all documentation relevant to the Dispute to GSA and the Council. Within 30 days after receipt of all pertinent documentation, the Council will provide the City, GSA, and the SHPO with its recommendations, which the City shall take into account in reaching a final decision regarding the Dispute or the failure to Cure. Upon reaching its final decision, the Director of Property shall promptly notify the other signatories of his/her final decision.

Upon receipt of the City's final decision, the SHPO, GSA or the Council may institute an action seeking to enjoin the City from violating the covenants of the Deed and stipulations of this PA, and require compliance therewith, or the City may exercise any of its rights in equity for law, as the case may be. Nothing in this stipulation shall require the SHPO, the Council or GSA to postpone instituting any injunctive or writ proceeding if the SHPO, the Council or GSA believe in good faith that such postponement will cause irreparable harm to the Historic Features, or shall prevent the City from immediately seeking declaratory, legal or equitable relief.

5. The City's, the SHPO's and the HP Consultant's responsibilities to carry out all actions under this PA that are not a subject of the Dispute will remain unchanged.
6. Notwithstanding anything to the contrary contained in this PA, no breach or failure by or on behalf of the City to perform any of the covenants, conditions and restrictions of this PA shall give rise to any right or power of the GSA to terminate the conveyance of the Property or cause any reversion of title or defeat or render invalid or otherwise affect in any manner whatsoever the status or priority of the lien of any deed of trust, mortgage or other security instrument made for value and encumbering the Property or interest therein or portion thereof; provided, however, the foregoing clause shall not relieve any lender or other holder of a security interest of any obligation to comply with the covenants, conditions and restrictions set forth herein if such lender or other holder of a security interest becomes a successor owner of the Property, or portion thereof.

#### **F. EXECUTION OF AGREEMENTS**

This PA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same PA.

#### **G. TERM; AMENDMENT**

The term of this PA shall commence upon conveyance of the Property by the GSA to the City and shall continue in perpetuity; provided, however, at any time and from time to time, upon written application of the City, the Council, SHPO or GSA, the signatories may agree to modify, or amend any or all of the terms of this PA.

## H. GENERAL PROVISIONS

1. Notices. Any notice or other communication under this PA required or permitted to be given by the signatories shall be sufficiently given or delivered if dispatched by hand or by registered or certified mail, postage prepaid, addressed as follows:

- (i) In the case of a notice or communication to the GSA:

United States General Services Administration  
450 Golden Gate Ave  
San Francisco, CA 94102  
Attn: Office of Property Disposal (9PR)  
Reference: Old Mint, San Francisco

- (ii) In the case of a notice or communication to the Council:

Advisory Council on Historic Preservation  
1100 Pennsylvania Avenue NW, Room 803  
Washington DC 20004-2501  
Attn: Director, Office of Planning and Review  
Reference: Old Mint, San Francisco

- (iii) In the case of a notice or communication to the SHPO:

Office of Historic Preservation  
Department of Parks and Recreation  
State of California  
P.O. Box 942896  
Sacramento, CA 94296-0001  
Attn: State Historic Preservation Officer  
Reference: Old Mint, San Francisco

- (iv) In the case of a notice or communication to the City:

City and County of San Francisco  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682  
Attn: Director of Property  
Reference: Old Mint, San Francisco

With a copy to:

Office of the City Attorney  
Room 234, City Hall  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Attn: \_\_\_\_\_  
Reference: Old Mint, San Francisco

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this PA shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. For the convenience of the signatories, copies of notice may also be given by telefacsimile or electronic transfer, but a signatory may not give official or binding notice by telefacsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of a telefacsimile or electronic transfer copy of the notice.

2. Termination and Amendments. This PA may be terminated, amended or modified only by a written instrument executed by all the signatories hereto.
  
3. Severability. Notwithstanding the provisions of Section H (2) above, if any provision of this PA, or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this PA or the application of such provision to any other person or circumstance, and the remaining portions of this PA shall continue in full force and effect, unless enforcement of this PA as so modified by and in response to such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this PA. Without limiting the foregoing, in the event that any applicable federal or state law prevents or precludes compliance with any material term of this PA, the signatories shall promptly modify, amend or suspend this PA, or any portion of this PA, to the extent necessary to comply with such provisions in a manner which preserves to the greatest extent possible the benefits to each of the signatories to this PA before such conflict with federal or state law. However, if such amendment, modification or suspension would deprive the signatories of the substantial benefits derived from this Agreement or make performance unreasonably difficult or expensive, then the affected signatory may terminate this PA upon written notice to the other signatories. In the event of such termination, no

signatory shall have any further rights or obligations under this PA except as otherwise provided herein.

4. Non-Waiver. No waiver made by any signatory with respect to the performance, or manner or time of performance, or any obligation of the other signatory or any condition to its own obligation under this PA will be considered a waiver with respect to the particular obligation of the other signatory or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the signatory making the waiver or any other obligations of the other signatory.
5. Successors and Assigns; Inclusion in Deeds and Leases. This PA shall inure to the benefit of and bind the respective successors and assigns of the signatories, including the City, any of the City's grantees, and any tenants using or occupying the Building. The City and its successors and assigns shall incorporate the covenants, conditions and restrictions set forth herein by reference in any deed, lease or other legal instrument by which the City conveys title or any lesser real property interest in the Property or any part thereof.
6. Governing Law. This PA shall be governed by and construed in accordance with the laws of the United States of America.
7. Interpretation of PA.
  - (a) Signatories. Except as may otherwise be provided in this PA, the term "signatories" (and "signatory" where applicable) shall include only the City, SHPO, GSA, Council and their respective successors and assigns.
  - (b) Captions. Whenever a section, article or paragraph is referenced, it refers to this PA unless otherwise specifically identified. The captions preceding the articles and sections of this PA have been inserted for convenience of reference only. Such captions shall not define or limit the scope or intent of any provision of this PA.
  - (c) Words of Inclusion. The use of the term "including," "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific items or matters, whether or not language of non-limitation is used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.
  - (d) References. Wherever reference is made to any provision, term or matter "in this PA," "herein" or "hereof" or words of similar

import, the reference shall be deemed to refer to any and all provisions of this PA reasonably related thereto in the context of such reference, unless such reference refers solely to a specific numbered or lettered, section or paragraph of this PA or any specific subdivision thereof.

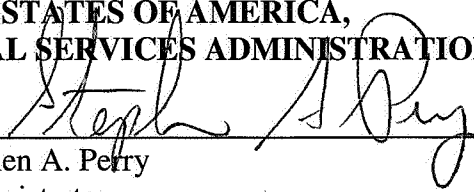
- (e) Recitals. In the event of any conflict or inconsistency between the recitals and any of the remaining provisions of this PA, the remaining provisions of this PA shall prevail.
  - (f) Reasonable Discretion. Each of the signatories to this PA and their representatives shall carry out and exercise their respective rights, duties and obligations arising under this PA in a reasonable manner and shall not withhold its consent or approval or make any determination unreasonably.
8. Entire Agreement. The Deed and this PA contains all the representations and the entire agreement between the signatories with respect to the subject matter of this PA. The Deed and this PA supersede in total any prior correspondence, memoranda, agreements, warranties or representations relating to such subject matter. No prior drafts of this PA or changes from those drafts to the executed version of this PA shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person and no court or other body shall consider those drafts in interpreting this PA. In the event of a conflict or an inconsistency between the Deed and the PA, the Deed shall govern.
9. Time for Performance.
- (a) Expiration. All performance dates (including cure dates) expire at 5:00 p.m., San Francisco, California time, on the performance or cure date.
  - (b) Weekends and Holidays. A performance date that falls on a Saturday, Sunday or City or federal holiday is deemed extended to the next business day.
  - (c) Days for Performance. All periods for performance specified in this PA in terms of days shall be calendar days, and not business days, unless otherwise expressly provided in this PA.
10. No Expansion or Abrogation of Rights of Third Parties. Nothing in this PA shall limit or expand or confer or abrogate the rights of any person or party (other than the signatories to this PA) to exercise their rights under applicable law, including, without limitation, the National Historic Preservation Act.

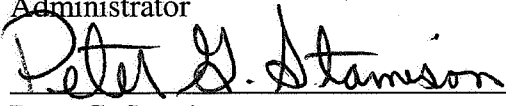
11. Approvals. Except where prohibited by the City's Charter or Administrative Code, approvals or consents on the part of the City may be given by the City's Director of Property or his or her designee.
12. Availability of Funds; City Charter. The City's obligations under this PA are subject to the budget and fiscal provisions of the City's Charter. There shall be no obligation for the payment or expenditure of money by City under this PA unless the Controller of the City first certifies pursuant to Section 3.105 of the Charter that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation for the expenditure.
13. Protection and Maintenance. Subject to the terms and conditions of this PA and Section 12 above, the City agrees to protect and maintain the NHL in the condition that the City receives it, ordinary wear and tear and damage by casualty excepted. Such caretaking responsibility shall exclude, by way of example only and without limitation, any structural repairs or other capital improvements to the Building or any of the NHL's systems and any protection and maintenance attributable to entry onto the Property by any other signatory to this PA, or its respective agents. In any event, the City is not obligated to undertake any work to rehabilitate the NHL under this PA unless and until the City determines that there are adequate funds available for the project in accordance with plans approved by the City.

EXECUTION of this PA and implementation of its terms evidences that the GSA has afforded the Council a reasonable opportunity to comment on the conveyance of the Property, that the GSA has taken into account the effects of conveyance of the Property,

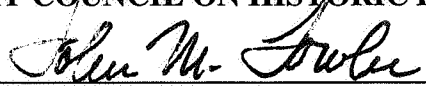
and that the GSA has consulted with SHPO and other consulting parties in order to satisfy its responsibilities under Sections 110(f) and 106 of the Act.

**UNITED STATES OF AMERICA,  
GENERAL SERVICES ADMINISTRATION**


By:  Date: 08-04-03  
Stephen A. Perry  
Administrator

 Date: 08/04/03  
Peter G. Stamison  
Regional Administrator

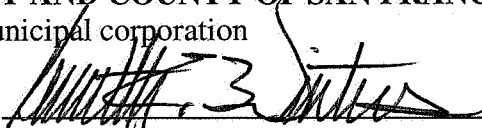
**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By:  Date: 8/4/03  
John M. Fowler  
Executive Director

**CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

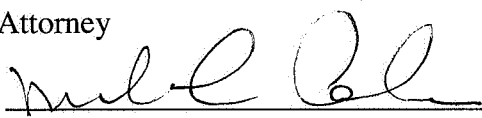
By:  Date: 8/4/03  
Stephen Mikesell  
Deputy State Historic Preservation Officer

**CITY AND COUNTY OF SAN FRANCISCO**  
a municipal corporation

By:  Date: 8/4/03  
Kenneth E. Winters  
Director of Property

**APPROVED AS TO FORM:**

DENNIS J. HERRERA  
City Attorney

By:  Date: 8/4/03  
Michael S. Cohen  
Deputy City Attorney

## List of Appendices

Appendix A Quitclaim Deed

Appendix B List of Consulting Parties

Appendix C Description of Existing HABS

Appendix C-2 Historic Structures Report

Appendix D Secretary of Interior Professional Qualification Standards



APPENDIX A

QUITCLAIM DEED

APPENDIX B  
CONSULTING PARTIES

San Francisco Architectural Heritage  
2007 Franklin Street  
San Francisco, CA 94109

California Historical Society  
678 Mission Street  
San Francisco, CA 94105-4014

San Francisco Historical Society  
PO Box 420569  
San Francisco, CA 94142

National Trust for Historic Preservation  
One Sutter Street  
San Francisco, CA 94104

National Park Service  
600 Harrison Street Suite 600  
San Francisco, CA 94107-1372

Museum of the City of San Francisco  
PO Box 174  
Ross, CA 94957

Yerba Buena Alliance  
760 Howard Street  
San Francisco, CA 94103

San Francisco Beautiful  
41 Sutter Street #709  
San Francisco, CA 94104

Landmarks Preservation Advisory Board  
1660 Mission Street  
San Francisco, CA 94103

Market Street Association  
870 Market St. Room 456  
San Francisco, CA 94102

California Preservation Foundation  
1611 Telegraph Ave Suite 820  
Oakland, CA 94612

Mr. Michael Levin  
834 29th Avenue  
San Francisco, CA 94121

Mr. James Haas  
235 Pine Street 13th Floor  
San Francisco, CA 94104

Mr. Dennis Andrews  
3333 Shelter Bay  
Mill Valley, CA 94941

Mrs. Bland Platt  
G. Bland Platt Associates  
362 Ewing Terrace  
San Francisco, CA 94118

APPENDIX C

HISTORIC AMERICAN BUILDING SURVEY (HABS)

The HABS has been incorporated  
into the Historic Structures Report  
contained in  
APPENDIX C-2

APPENDIX C-2

Historic Structure Report  
United States Old Mint  
5<sup>th</sup> & Mission Streets  
San Francisco, California

prepared for  
The City of San Francisco

prepared by  
Architectural Resources Group

26 June 2002

APPENDIX D

Secretary of Interior Professional Qualification Standards