


MEMORANDUM

TO: Supervisor Michela Alioto-Pier 19900
Sarah Ballard
Erin Gruz, SF Heritage
Sue Hestor (by facsimile)

FROM: Steve Atkinson and 
Tim Tosta

DATE: March 6, 2006

RE: St. Brigid's Preservation Agreement

Attached for review is the outline of a preservation agreement between the entity owning St. Brigid's, and San Francisco Heritage. Please note, the list of interior items excludes several items described in the preservation report, generally because they are no longer on site. We will be happy to discuss those items at our next meeting.

We envision the overall deal structure as follows:

1. After any necessary discussion of the draft Heritage easement, St. Brigid Committee and Academy enter a 60 day "stand still" agreement, in which Committee would agree to request Board of Supervisors not take any action regarding landmark status, pending outcome of final negotiation of Heritage easement, and Owner would agree not to undertake any work to exterior, or any interior work that would damage or remove protected items. Further, understanding would be that upon finalization of Heritage easement, Committee would request landmark action be dropped.

2. With the "stand still" agreement in place, and assuming any action regarding Landmark status is on hold, Owner and Heritage would complete and finalize the preservation easement. Committee would not be party to agreement but could participate in discussions, as well as reviewing final agreement before execution by Heritage and Academy entity. Final agreement would become effective upon formal termination of the current landmark proceeding.

We look forward to further discussions regarding the appropriate mechanism for preservation of St Brigid's.

**FORMER ST. BRIGID'S CHURCH
OUTLINE OF PRESERVATION EASEMENT**

I. PARTIES

- A. 2151 Van Ness LLP/Stephens Institute ("Owner")
- B. S.F. Heritage ("Heritage")

II. TERM: IN PERPETUITY, TERMINABLE IF BUILDING IS DESTROYED WITHOUT FAULT OF OWNER

III. EXTERIOR

- A. Owner grants Heritage easement over entire exterior of former St. Brigid's church, including following elements:

The four elevations of the building, including all architectural finishes, features and fabric of the building, including the stained glass windows. Easement does not include vacant area/parking lot on southside.

- B. No change to exterior without prior review/ consent of Heritage (as set forth below in VII)

IV. INTERIOR FEATURES

- A. Easement/covenant covers the following interior features:

1. Wood paneled narthex
2. Nave with lower side aisles
3. Transepts and rear choir gallery
4. Chancel, sacristy and other spaces at west end [Need to clarify more specifically what is subject to protection in these areas]
5. Stilted arch arcades
6. The columns with Romanesque capitals
7. The shallow arch ceiling
8. String course of angels and heads circumscribing the main space between the arcade and clerestory

9. The 10 foot high clerestory statutes of angels with outspread wings
 10. The rounded chancel and half-dome ceiling
 11. The lincrusta wainscoting
 12. The carved-end oak pews (Provided, that temporary relocation of pews for school events is allowed, without Heritage review, with understanding that pews will not be destroyed, damaged or sold, and will be available for re-installation)
 13. The silver colored pipes announcing the rear gallery and organ loft
 14. Wood carved pulpit
 15. Wooden interior doors
 16. Marble altar **(to extent remains: portions have been removed by Archdiocese - need to document)**
 17. Decorative wood floor
 18. Decorative wall behind above tabernacle
 19. Church bell (in four story corner tower)
- B. No changes to listed interior features without consent of Heritage (as set forth in VII) except for temporary relocation of pews

V. Emergency Repairs

Nothing in Agreement shall prevent Owner from undertaking temporary emergency work to prevent further damage to building or to protect public safety. Owner shall give prompt notice to Heritage of any emergency work completed or contemplated by Owner.

VI. INSPECTIONS

- A. Prior to execution of Agreement, Heritage site visit to verify/document condition of interior features, to serve as benchmark
- B. Provide opportunity for interior walk-through by Heritage (no more than annually)

VII. PROCEDURES FOR HERITAGE REVIEW/APPROVAL OF WORK

- A. If Owner believes it necessary/appropriate to undertake work to permanently alter any interior or exterior feature that is protected, process is as follows:

- B. Prior notice to Heritage, explaining nature of proposed work and rationale (why work will not affect significant element and/or is necessary)
- C. Opportunity for on-site inspection by Heritage
- D. Decision by Heritage
- E. Arbitration in event Heritage disapproves and Owner still feels work is necessary/appropriate
- F. Proposed work deemed approved if Heritage does not respond in 15 calendar days

VIII. IN EVENT THAT ANY PERSON OTHER THAN PERSON ASSOCIATED WITH OWNER TAKES ANY ACTION TO RE- INITIATE PROCESS FOR LANDMARK DESIGNATION (NEED TO DEFINE WHAT COVERED "INITIATING" EVENTS ARE) THEN EASEMENT SHALL EXPIRE AND BECOME NULL AND VOID 30 DAYS THEREAFTER

IX. PROVISION IF HERITAGE CEASES TO EXIST/FUNCTION

- A. Owner, in consultation with City Landmarks Board, shall select another entity, the primary focus of which is historic preservation in San Francisco, to assume Heritage responsibility

X. OWNER USE OF INTERIOR NOT RESTRICTED

- A. Nothing intended to restrict whatsoever Owner's use of any interior space in building so long as use doesn't create permanent interior alterations contrary to this Agreement

XI. MAINTENANCE

- A. Owner to perform maintenance necessary to prevent deterioration of exterior and protected interior features

XII. CITY-ORDERED WORK

Nothing in Agreement shall prevent Owner from making modifications or improvements which are required by any applicable building, health, and safety or other regulations, subject to consultation with Heritage regarding manner in which required work is done.

XIII. HERITAGE REMEDIES

- A. Heritage entitled to pursue all available legal/equitable remedies in event of violation by Owner

- B. If Heritage believes there has been a violation, must give notice to Owner; 30 day time period for Owner to cure; Owner opportunity to meet/confer with Heritage regarding concerns, prior to Heritage initiating any legal action