

RECORDED AT THE REQUEST OF CONTRA COSTA COUNTY  
WHEN RECORDED, RETURN TO:

CONTRA COSTA COUNTY  
Department of Conservation & Development  
Community Development Division  
30 Muir Road  
Martinez, CA 94553  
Attn: Historical Landmarks Advisory Committee Staff

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## **HISTORICAL PROPERTY PRESERVATION AGREEMENT**

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of September, 2017 by and between CONTRA COSTA COUNTY, a political subdivision of the State of California (hereinafter referred to as the "County"), and John J. Titus and Viviana Titus (hereinafter referred to as the "Owners").

### **RECITALS**

- A. California Government Code Sections 50280, et seq. authorizes counties to enter into contracts with the owners of qualified historical properties, as the term is defined by Government Code Section 50280.1, to reduce the owners' property taxes in return for improvement to and maintenance of historical properties;
- B. Owners possess fee title in and to that certain real property, together with associate structures and improvements thereon, located at the street address 66 Stonecastle Court, Alamo, in Contra Costa County, California (hereinafter, shall be referred to as "The Historical Property"). A legal description of the Historical Property is attached hereto and incorporated herein by this reference as Exhibit A;
- C. At the Board of Supervisors meeting held on February 7, 2017, the Board adopted the recommendation of the Historical Landmarks Advisory Committee (HLAC) to include the Rosebrook House (single-family residence), the Garden House (accessory building), stone walls, outdoor kitchen area, pool and pond of 66 Stonecastle Court, in the Alamo area onto the County's Historic Resources Inventory (HRI);
- D. County and Owners, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Historical Property and to qualify the Historical Property for an assessment of valuation pursuant to the provisions of Article 1.9. Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

## AGREEMENT

NOW, THEREFORE, County and Owners, in consideration of the mutual promises, covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on September 26, 2017 and shall remain in effect for a term of (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement (hereinafter "renewal date"), one (1) year shall automatically be added to the term of the Agreement, unless timely notice of nonrenewal, as provided in paragraph 2, is given. If either County or Owners serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining.
2. Notice of Historical Property. If County or Owners desires in any year not to renew the Agreement, that party shall serve written notice of nonrenewal in advance of the annual renewal date of the contract as follows: (1) Owners must serve written notice of nonrenewal at least ninety (90) days prior to the renewal date or (2) County must serve written notice within sixty (60) days prior to the renewal date. Owners may make a written protest of the notice. Upon receipt of the written protest, County will set a hearing prior to the expiration of the Agreement. County may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of nonrenewal to Owners.
3. Valuation of Nonrenewal. During the term of this Agreement, Owners may seek assessment of the valuation of the Historical Property pursuant to the provisions of Article 1.9, Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
4. Standards for Historical Property. During the term of this Agreement, the Historical Property shall be subject to the following conditions, requirements and restrictions:
  - a) Owners shall preserve and maintain the characteristics of cultural and historical significance of the Historical Property in accordance with all of the following: (i) the Secretary of the Interior's Standards for Rehabilitation, (ii) the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, (iii) the State Historical Building Code, and (iv) the minimum maintenance standards, identified in Exhibit "B", attached hereto, which shall apply to the Historical Property throughout the term of this Agreement. New additions, exterior alterations, or related new construction shall also comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.

- b) Owners shall make improvements to preserve the integrity of the Historical Property and to bring the Historical Property into good condition. Attached hereto, marked as Exhibit "C", and incorporated herein by this reference, is a Schedule of Rehabilitation and Improvements that both County and Owners agree is necessary for the immediate preservation of the Historical Property and to bring the Historical Property into good condition. Owners shall undertake these improvements in accordance with Exhibit "C".

If the schedule set out in Exhibit "C" is not complied with, then County will use the following process to determine whether the owner is making good faith progress on the schedule of work. Upon County's request, the Owners shall submit documentation of expenditures, made to accomplish the improvement projects for the Historical Property, within the last 24 months. The Owners shall be determined to be in substantial compliance when the expenditures are equal to or greater than the property tax savings provided by the Historical Property being in the Mills Act Program. This schedule set out in Exhibit "C" shall be revised to reflect the schedule change. The Community Development Director shall have the ability to administratively adjust the schedule timeline, in concurrence with the property owner, only by written recorded instrument executed by the parties hereto.

5. County Department of Conservation and Development: All rehabilitation work and improvements shall comply with all County Zoning and Building requirements.
6. Inspections and Annual Reporting. Owners agrees to permit the periodic examination, upon reasonable advance notice, of the interior and exterior of the Historical Property by the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization and the County as may be necessary to determine Owners' compliance with the terms and provisions of this Agreement. Owners agree to provide the County with a report as to the status of the Historical Property annually and when any improvements or changes have been made.
7. Provision of Information. Owners hereby agree to furnish County with any and all information requested by the County which the County deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
8. Cancellation. County, following a duly noticed public hearing as set forth in California Government Code Section 50285, may cancel this Agreement if it determines that Owners have breached any of the conditions of the Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historical property. County may also cancel this Agreement if it determines that Owners have failed to restore or rehabilitate the Historical Property in the manner specified in paragraph 4 of this Agreement.

Upon cancellation, Owners shall pay a cancellation fee in accordance with Government Code Section 50286, subdivision (a).

In lieu of any provisions to cancel the Agreement as referenced herein, County may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default, under the provisions of this Agreement by Owners, County shall give written notice to Owners by registered or certified mail addressed to the address stated in the Agreement, and if such a violation is not corrected to the reasonable satisfaction of the County within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and must thereafter be diligently pursued to completion), then the County may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to pursue any remedy under local, state, or federal law including but not limited to those provided for in this section.

9. Eminent Domain Proceedings. If the Historical Property is acquired in whole or in part by eminent domain, or otherwise acquired by any entity authorized to exercise the power of eminent domain in accordance with Government Code section 50288, and the acquisition is determined by the County Board of Supervisors to frustrate the purpose of this Agreement, this Agreement shall be canceled, and no cancellation fee shall be imposed if the Agreement is cancelled pursuant to this section.
10. Waiver. County does not waive any claim of default by Owners if County does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in County's regulations governing historical properties are available to the County to pursue in the event that there is a breach of this Agreement. No waiver by County of any breach or default under this Agreement shall be deemed to be a waiver of any other breach thereof or default hereunder.
11. Binding Effect of Agreement. Owners hereby subject the Historical Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth herein, which shall be deemed covenants running with the land and shall pass to and be binding upon the Owners' successors and assigns in title or interest to the Historical Property.
12. Covenants Run with the Land. County and Owners hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein restricts development of the Historical Property. County and Owners hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions enhances and maintains the cultural and historic characteristics and significance of the Historical Property for the benefit of the public and Owners. These covenants, reservations and

restrictions touch and concern the land and shall be deemed covenants running with the land.

13. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

County: Contra Costa County  
Department of Conservation & Development  
Community Development Division  
30 Muir Road  
Martinez, CA 94553

Owners: John and Viviana Titus  
66 Stonecastle Court  
Alamo, CA 94507

14. General Provisions

- a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.
  - b. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historical Property, whether by operation of law or in any manner whatsoever.
  - c. In the event that any of the provisions of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
  - d. This Agreement shall be constructed and governed in accordance with the laws of the State of California. Any action brought by the parties to this Agreement relating to this Agreement shall be tried in California Superior Court in Contra Costa County.
15. Indemnity. Owners shall defend, indemnify, and hold the County and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from: 1) direct or indirect use or operations of Owners or those of their contractor, subcontractor, agent, employee or other person acting on

his/her behalf which relates to the use, operation and maintenance of the Historical Property; 2) any restrictions on development of the Historical Property from the enforcement or application of this Agreement; and 3) Owners' activities in connection with the Historical Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the County prepared, supplied or approved the plans, specifications or other documents for the Historical Property. This indemnification includes, without limitation, payment of all penalties, fines, attorneys' fees, judgments, related costs and expenses, and consequential damages. Owners' indemnification obligations shall survive the termination, cancellation, or expiration of this Agreement.

In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

16. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the County shall cause the Agreement to be recorded in the office of the County Recorder of Contra Costa County.
17. Notice to State Office of Historic Preservation. The Owners or Agent of the Owners shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement.
18. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, County and Owners have executed this Agreement on the day and year first written above.

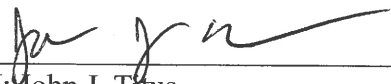
ATTEST: CONTRA COSTA COUNTY


By: \_\_\_\_\_  
Chair, Board of Supervisors

DAVID TWA, County Administrator  
and Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

OWNER(S)

  
BY: John J. Titus  
DATED: 8-28-17 SEE ATTACHMENT  
JURAT/ACKNOWLEDGMENT

  
BY: Viviana Titus *viviana titus*  
DATED: 8-28-17 SEE ATTACHMENT  
JURAT/ACKNOWLEDGMENT

APPROVED AS TO FORM

\_\_\_\_\_  
BY: Sharon L. Anderson, County Counsel

Note: All signatures for Owners must be notarized.

**Exhibit A**  
**Legal Description**

For property located at:

66 Stonecastle Court, Alamo CA 94507

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The legal description of said property is described as follows:

**Parcel One:**

Lot 9, as shown on the Map of Subdivision 7154, filed November 25, 1997, in Map Book 396, Page 47, Contra Costa County Records.

**Excepting Therefrom:**

A non-exclusive easement appurtenant to Lot 10, Map of Subdivision 7154 (396M47), for use as access, drainage, ingress, egress, public utilities, sewer and water lines over, under and upon that portion of Lot 10 designated as "PAE, PUE, PSDE, SSE, EBMUDE, and EVAE" on said Map of Subdivision 7154 (396M47).

**Parcel Two:**

Easement created in reference to Parcel One above, in the Deed from Suncrest Homes Number Four, LLC, a limited Liability Company, recorded November 25, 1997, Series No. 97-230591, Official Records, described as follows:

A non-exclusive easement for access, drainage, ingress, egress, public utilities, sewer and water lines, over, under and upon that portion of Parcels A and B designated as "Stonecastle Drive" on the Map of Subdivision 7154, filed November 25, 1997, in Map Book 396, Page 47, Contra Costa County Records.

**Parcel Three:**

A non-exclusive easement appurtenant to Parcel One, above, for access, drainage, ingress, egress, public utilities, sewer and water lines, over, under and upon that portion of Lots 1 through 20, 23, and 24, designated as "Stonecastle Drive" and/or "Stonecastle Court" and/or "Collie Craig Court" and/or "PAE, PUE, PSDE, SSE, EBMUDE, and EVAE" on said Map of Subdivision 7154 (396M47).

APN: 187-090-022



## **Exhibit B**

### **Minimum Maintenance Standards:**

As part of this Agreement the Owners shall maintain all buildings, structures, yards and other improvements on the Historical Property in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions (includes but does not limit to the following) are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls, and windows broken windows, peeling exterior paint, broken structures;
2. Scrap lumber, junk, trash or debris;
3. Abandoned discarded or unused objects, equipment such as automobiles, automobile parts, furniture, appliances, containers, cans or similar items;
4. Stagnant water or open excavations;
5. Any device, decoration, design, structure, vegetation or landscape which is unsightly by reason of its height, condition or its inappropriate location;
6. Graffiti;
7. Incomplete exterior construction where no building inspections have been requested for 6 or more months, or for work which does not require a building permit, where there has been no significant progress for 90 days.

**Exhibit C**  
**Schedule of Rehabilitation and Improvements**

The County and Owners agree to the following schedule of Rehabilitation and Improvement projects to be undertaken by the Owners pursuant to Paragraph 4b of this Agreement. All work shall be done in conformance with Paragraphs 4a, 5, and 6.

Project(s)	Schedule
1. <u>Rebuild Kitchen and Living Room</u>	<u>by year 1</u>
<u>Built-Ins and Cabinets with like</u>	<u></u>
<u>Materials that are Architecturally</u>	<u></u>
<u>Consistent</u>	<u></u>
2. <u>Evaluation of Masonry Work</u>	<u>by year 1</u>
3. <u>Reroof Garden House</u>	<u>by year 1</u>
4. <u>Roof Repair for Rosebrook House</u>	<u>by year 1</u>
5. <u>Repair Masonry Work</u>	<u>by year 2</u>
6. <u>Replace Exterior Wood Accents</u>	<u>by year 2</u>
<u>with like Materials that are</u>	<u></u>
<u>Architecturally Consistent</u>	<u></u>
7. <u>Replace Light Fixtures that are</u>	<u>by year 2</u>
<u>Architecturally Consistent</u>	<u></u>
8. <u>Master Bathroom Remodel in</u>	<u>by year 4</u>
<u>Rosebrook House</u>	<u></u>
9. <u>Update Plumbing</u>	<u>by year 5</u>
10. <u>Replace Kitchen Counter Tops</u>	<u>by year 6</u>
<u>and Backsplash with</u>	<u></u>

- Architecturally Consistent Materials \_\_\_\_\_
11. Replace Fireplace Surround to \_\_\_\_\_ by year 7 \_\_\_\_\_  
Match Period of Year Built and \_\_\_\_\_  
Architecture \_\_\_\_\_
12. Half Bath Remodel in \_\_\_\_\_ by year 8 \_\_\_\_\_  
Rosebrook House \_\_\_\_\_
13. Guest Bathroom Remodel in \_\_\_\_\_ by year 9 \_\_\_\_\_  
Rosebrook House \_\_\_\_\_
14. Replace Windows and Doors \_\_\_\_\_ by year 10 \_\_\_\_\_  
to the N. Ell in Rosebrook House \_\_\_\_\_  
with like Materials that are \_\_\_\_\_  
Architecturally Consistent \_\_\_\_\_
15. Repair Outdoor Stonework and \_\_\_\_\_ by year 11 \_\_\_\_\_  
Mortar \_\_\_\_\_
16. Replace Sunroom in Rosebrook \_\_\_\_\_ by year 13 \_\_\_\_\_  
House with like Materials that are \_\_\_\_\_  
Architecturally Consistent \_\_\_\_\_
17. Repair Outdoor Stonework and \_\_\_\_\_ by year 14 \_\_\_\_\_  
Mortar \_\_\_\_\_
18. Replace Skylights in Rosebrook \_\_\_\_\_ by year 15 \_\_\_\_\_  
House with like Materials that are \_\_\_\_\_  
Architecturally Consistent \_\_\_\_\_
19. Reroof and Replace Gutters to \_\_\_\_\_ by year 15 \_\_\_\_\_

Rosebrook House

\_\_\_\_\_

20.Restore and Remodel Garden

by year 17

House

\_\_\_\_\_

21.Reline pool and Repair Brick

by year 19

Surround

\_\_\_\_\_

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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

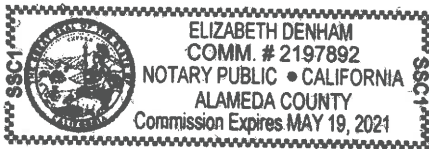
County of CONTRA COSTA

On AUG 28, 2017 before me,  
Date

**ELIZABETH DENHAM, NOTARY PUBLIC**

Name and Title of the Officer

personally appeared JOHN J. TITUS AND VIVIANA TITUS  
Name(s) of Signer(s)



Place Notary Seal Above

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.

Signature:

*[Signature]*  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: HISTORICAL PROPERTY PRESERVATION AGREEMENT Document Date: 08/28/2017

Number of Pages: 8 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☒ Other: PROPERTY OWNERS

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_