

RECORDING REQUESTED BY and
WHEN RECORDED MAIL TO:

CONTRA COSTA COUNTY
Department of Conservation & Development
Community Development Division
Attn: Dominique Vogelpohl
30 Muir Road
Martinez, CA 94553
APN: 195-180-039
FILE NO.: CDCV22-00040

HISTORICAL PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of December, 2022 by and between CONTRA COSTA COUNTY, a political subdivision of the State of California (hereinafter referred to as the “County”), and Carol J. Holt, Trustee of the Carol J. Holt Living Trust (hereinafter referred to as the “Owner”).

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 1897 Calle Arroyo, Diablo, 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. County and Owner, 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 Owner, 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 December 13, 2022 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 Owner 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 Owner 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) Owner 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. Owner 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 Owner.
3. Valuation of Nonrenewal. During the term of this Agreement, Owner 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) Owner 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) Owner 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 Owner agree is necessary for the immediate preservation of the Historical Property and to bring the Historical Property into good condition. Owner 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 Owner shall submit documentation of expenditures, made to accomplish Exhibit “C”, and any other materials related to accomplishing Exhibit “C”. The Owner 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. 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. Owner 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 Owner’s compliance with the terms and provisions of this Agreement. Owner agrees 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. Owner hereby agrees 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 Owner has 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 Owner has failed to restore or rehabilitate the Historical Property in the manner specified in section 4 of this Agreement. Upon cancellation, Owner 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 Owner, County shall give written notice to Owner 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 Owner 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. Owner 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 Owner's successors and assigns in title or interest to the Historical Property.
12. Covenants Run with the Land. County and Owner 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 Owner 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 Owner. 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

Owner: Carol J. Holt, Trustee of the Carol J. Holt
Living Trust
PO Box 229
Diablo, CA 94528

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. Owner 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 Owner 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) Owner's 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. Owner's 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 Owner or Agent of the Owner 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 Owner have executed this Agreement on the day and year first written above.

ATTEST: CONTRA COSTA COUNTY

By: _____
 Chair, Board of Supervisors
DATED:

MONICA NINO, County Administrator
and Clerk of the Board of Supervisors

By: _____
 Deputy Clerk
DATED:

OWNER

BY: Carol J. Holt, Trustee of the Carol J. Holt Living Trust
DATED:

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

BY:
DATED:

Note: All signatures for Owners must be notarized.

Exhibit A
Legal Description

For property located at:

1897 Calle Arroyo, Diablo, CA 94528

The legal description of said property is described as follows:

The land referred to herein below is situated in an unincorporated area, County of Contra Costa, State of California, and is described as follows:

Parcel One:

Parcel C on Parcel Map M.S. 73-70, filed November 20, 1970, in Book 14 of Parcel Maps, Page 45, Contra Costa County Records.

Parcel Two:

Portion Parcel A, as shown on Parcel Map, Subdivision 1-78, filed November 9, 1978, in Book 71 of Parcel Maps, Page 48, Contra Costa County Records, described as follows:

Beginning at a point on the north line of Calle Arroyo, as said street is shown on that certain Parcel Map filed November 20, 1970, Book 14 of Parcel Maps, Page 45, Contra Costa County Records, said point being on the east line of Parcel C, as shown on said Parcel Map (14 PM 45); thence along said east line, also being the west line of said Parcel A of said Parcel Map (71 PM 48) and the basis of bearings for this description; north $16^{\circ} 02' 27''$ east, 179.45 feet to the northeast corner of said Parcel C; thence leaving said point south $10^{\circ} 34' 45''$ east, 5.41 feet to the beginning of a non-tangent curve to the right with a radius of 32 feet, the center of which bears south $64^{\circ} 27' 56''$ east, thence along said curve through a central angle of $37^{\circ} 28' 56''$ 20.93 feet to the beginning of a reverse curve with a radius of 55 feet, thence along said curve through a central angle of $40^{\circ} 48' 09''$ 39.17 feet; thence south $28^{\circ} 51' 17''$ east, 63.29 feet; thence south $11^{\circ} 46' 45''$ west, 25.74 feet; thence south $57^{\circ} 20' 45''$ west, 36.74 feet to the beginning of a curve to the right with a radius of 65 feet; thence along said curve through a central angle $37^{\circ} 47' 54''$ 42.88 feet; thence south $84^{\circ} 51' 21''$ east 10.60 feet; thence north $65^{\circ} 01' 03''$ west 1.71 feet to the point of beginning.

Excepting therefrom: any portion of Calle Arroyo lying therein.

APN: 195-180-039

Exhibit B

Minimum Maintenance Standards:

As part of this Agreement the Owner(s) 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 Owner(s) agree to the following schedule of Rehabilitation and Improvement projects to be undertaken by the Owner(s) pursuant to section 4b of this Agreement. All work shall be done in conformance with sections 4, 5, and 6.

Project(s)	Schedule
1. Exterior wood siding, window, trim - painted - garage	2023
2. Exterior wood windows and doors - painted - house	2023
3. Painted exterior wood siding, trim – house	2024
4. Roofs, roof drainage and flashing - house and garage	2025
5. Site work at front, including stabilization and driveway bridge repairs	2027 - 2028
6. Ornamental exterior lighting - house	2030