

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF CLAREMONT
Attn: City Clerk, City of Claremont
207 Harvard Avenue
P.O. Box 880
Claremont, CA 91711

HISTORICAL PROPERTY (MILLS ACT) AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2025 by and between the CITY OF CLAREMONT, a municipal corporation of the State of California ("City") and Nickolas R. Sifuentes and Scott S. Shaw, owners of real property located at 1230 Harvard Avenue, Claremont ("Owners").

RECITALS

WHEREAS, the City Council of the City of Claremont ("City Council") is authorized by California Government Code Section 50280 et seq. (known as "the Mills Act") to enter into contracts with the owners of qualified historical properties to provide for appropriate use, maintenance, and rehabilitation such that these historic properties retain their historic characteristics; and

WHEREAS, on October 24, 2000, the City Council adopted Resolution No. 2000-157 establishing review criteria and procedures for historical property (Mills Act) contracts to encourage historical preservation, and on January 13, 2009, the City Council adopted Resolution No. 2009-04 expanding the review criteria for historic property (Mills Act) contracts; and

WHEREAS, on October 9, 2012, the City Council adopted Resolution No. 2012-75 amending the review criteria for historic property (Mills Act) contracts that supersedes Resolution Nos. 2000-157 and 2009-04; and

WHEREAS, Owner possesses a fee title interest in real property, together with associated structures and improvements thereon, generally located at 1230 Harvard Avenue within the City and more particularly described in Exhibit A hereto attached and made a part hereof ("the Property"); and

WHEREAS, the Property is a qualified historic property within the meaning of Government Code Section 50280.1, in that it is a privately owned property which is not exempt from property taxation and is listed in the Register of Structures of Historical and Architectural Merit of the City of Claremont; and contains the character-defining elements described in Exhibit "B"; and

WHEREAS, all of the required criteria of Section 130 of City Council Resolution No. 2012-75 are met; and

WHEREAS, both Owners and City, for their mutual benefit, desire to protect and preserve the Property so as to retain its characteristics of historical and architectural significance.

AGREEMENT

NOW, THEREFORE, both Owners and City, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. **AUTHORITY:** This Agreement is made pursuant to California Government Code Sections 50280-50290 and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2, of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of those statutes.

2. **TERM:** This Agreement shall be effective commencing on the date of this Agreement and shall remain in effect for a period of ten years therefrom. Such term shall be renewed pursuant to the provisions of paragraph six below.

3. **PRESERVATION OF PROPERTY:** During the term of this Agreement, the Property shall be subject to the following conditions, requirements, and restrictions:

a. Owners shall preserve and maintain the characteristics of historical significance of the Property, and, where necessary, restore and rehabilitate the Property and its character defining features, in accordance with the regulations of the Claremont Municipal Code Chapter 16.300 and in conformance with the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, United States Secretary of the Interior's Standards for Rehabilitation of Historic Properties, and the State Historical Building Code.

b. Prior to commencing work on physical changes to the property, Owners shall notify the Director of Community Development to ensure that the changes comply with all applicable standards and regulations. All significant exterior building and site changes, and changes to the interior character-defining features described in Exhibit "B" shall be subject to prior review by the City.

c. Owners shall obtain building permits for all permitted work prior to commencing work. When applying for building permits, Owners shall inform Building Division staff that the Property is under a Mills Act contract so that the City can be assured all work will be done in the manner required by the City and federal historic preservation standards.

d. Owners agree to make several improvements to the Property and shall complete this work in accordance with the attached schedule of home improvements, drafted by Owners, attached hereto as Exhibit "C." In addition, the cost of these improvements shall be equal to or greater than the property tax savings received for the first ten years. The cost of these improvements may be distributed over two, five-year periods.

e. Owners shall maintain all buildings, structures, yards and other improvements in a manner that does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:

- i) Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii) Storage of scrap lumber, junk, trash or debris visible from adjacent properties and the public right-of-way;
- iii) Outside storage of abandoned, discarded or unused objects or equipment visible from adjacent properties and the public right-of-way;
- iv) Stagnant water or excavations, including pools or spas;
- v) Any device, decoration, design, structure, or vegetation, which is unsightly by reason of its height, condition, or its inappropriate location.

f. Owners shall agree to periodic public access to Property for a limited tour or special event in coordination with Claremont Heritage or other community group. The first such event may occur within approximately five years from the date of this Agreement, and subsequent events may occur approximately once every five to eight years thereafter.

g. Owners shall not be held responsible for replacement of the historic structures if damaged or destroyed through "Acts of God" such as flood, tornado, lightning, or earthquake.

h. Appeals under this Section shall be made to the Architectural and Preservation Commission pursuant to the City's standard appeal procedures set forth in the Claremont Municipal Code, Chapter 16.321.

4. FURNISHING OF INFORMATION AND ANNUAL COMPLIANCE REVIEW FEE: Owners shall furnish City any and all information requested by City, which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement. This shall include an annual letter from Owners describing the home improvements completed during the previous year, along with other necessary documentation (i.e. pictures, receipts). In addition, Owners shall furnish City the required annual compliance review fee, which is calculated at 2.2 hours of staff time at the prevailing hourly rate approved by the City Council.

5. INSPECTIONS: Owners agree to permit examinations of the interior and exterior of the Property by representatives of the City, County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine Owners' compliance with this Agreement. Such examinations shall be scheduled by appointment in advance, with a mandatory examination being performed every five years, along with periodic examinations on an as-needed basis.

6. AUTOMATIC RENEWAL: On each anniversary date of this Agreement, one year shall be automatically added to the then-remaining term of this Agreement, unless notice of nonrenewal is given pursuant to the provisions of Paragraph 7 below.

7. NOTICE OF NONRENEWAL: If, in any year, either Owners or City desire not to renew the Agreement, that party shall serve written notice of nonrenewal on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owners at least 90 days, or by City at least 60 days, prior to the renewal date, one year shall automatically be added to the term of this Agreement. Upon receipt by Owners of the notice

of nonrenewal from City, Owners may make written protest to the City Council. At any time prior to the renewal date, City may withdraw its notice to Owners of nonrenewal.

8. EFFECT OF NOTICE NOT TO RENEW: If, in any year, either party serves notice of intent not to renew this Agreement, this Agreement shall remain in effect for the balance of the original ten-year term or, if applicable, until the date that is ten years after the effective date of the last renewal, whichever is later. Thereafter, this Agreement shall terminate.

9. CANCELLATION: City may cancel this Agreement if City determines that the Owners have breached any of the conditions or covenants of the Agreement or have allowed the Property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines Owners have failed to timely restore or rehabilitate the Property in the manner specified in this Agreement.

10. NOTICE OF CANCELLATION: This Agreement may not be canceled pursuant to paragraph nine above until after City has given notice of, and has held, a public hearing as required by Governmental Code Section 50285.

11. CANCELLATION FEE: If City cancels this Agreement in accordance with paragraph nine above, Owners shall pay a cancellation fee of 12½% of the full value of the Property at the time of cancellation. The full value shall be determined by the County Assessor, without regard to any restrictions imposed on the Property pursuant to this Agreement. The cancellation fee shall be paid to the State Controller at such time and in such manner as the Controller shall prescribe and shall be deposited in the State General Fund.

12. NOTICES: All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, notice by mail shall be deemed to have been given upon deposit of notice in the mail, postage prepaid, addressed as appropriate, to Owners at Owners' last known address on City's records, or to City at P.O. Box 880, Claremont, CA 91711, Attention: City Clerk.

13. NO COMPENSATION: Owners shall not receive any payment from City in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owners as a result of the effect upon the Property's assessed value on account of the restrictions required for the preservation of the Property.

14. EMINENT DOMAIN PROCEEDINGS: In the event that during the term of this Agreement, the Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City Council to frustrate the purpose of this Agreement, the Agreement shall be canceled, and no fee shall be imposed pursuant to paragraph 11 hereof. In such event, this Agreement shall be deemed null and void for all purposes of determining the value of the Property so acquired.

If, subsequent to the filing of any action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the Property subject to the Agreement, the restriction on the use of the Property included in this Agreement shall without

further agreement of the parties, be reinstated and the terms of this Agreement shall be in force and effect.

15. REMEDIES AND ENFORCEMENT OF AGREEMENT: In lieu of, and/or addition to, any provisions to cancel this Agreement herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event that it is determined this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for unenforceability arising from the cancellation of nonrenewal of this Agreement, for any tax year during the term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement, without any payment or further act of the parties to the Agreement.

16. 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. Owners agree to, and shall hold City and its elected officials, officers, agents, employees, representatives, and volunteers harmless from, liability for damage or claims for property damage which may arise from the direct or indirect use of operations of Owners and those of their contractors, subcontractors, agents, employees, and other persons acting on their behalf which relate to the use, operation and maintenance of the Property. Owners hereby agree(s) to and shall defend the operation and maintenance of the Property. Owners hereby agree(s) to and shall defend City and its elected officials, officers, agents, employees, representatives, and volunteers with respect to any and all actions for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Property.

17. NOTICE OF RECORDATION OF AGREEMENT: No later than 20 calendar days after the parties execute and enter into the Agreement, City shall cause this Agreement to be recorded in the office of the County Recorder of Los Angeles and shall submit a certified copy of this Agreement to the County Assessor's Office. Owners or their agent shall provide written notice of the Agreement to the State Office of Historic Preservation within six months of entering into the Agreement.

18. SUCCESSORS AND ASSIGNS: This Agreement is binding upon Owners' successors and assigns in interest or title to the Property. A successor in interest or title shall have the same rights and obligations under the Agreement as Owners. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

19. NONWAIVER: No acts or admissions by City, or any agent(s) of City shall constitute a waiver of any or all of City's right under this Agreement.

20. AMENDMENTS: This Agreement may be amended in whole or in part, only by a written recorded instrument executed by the parties hereto.

21. ATTORNEY'S FEES: In the event legal proceedings are brought by any party or parties hereto, for breach of this Agreement, or to compel conformance under this Agreement, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding shall be entitled to an award of reasonable attorneys' fees and costs in addition to all other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below, but this Agreement is effective as of the date and year first above written.

Property Owner:

DATE: _____

Nickolas R. Sifuentes
Property Owner

Property Owner:

DATE: _____

Scott S. Shaw
Property Owner

THE CITY OF CLAREMONT

DATE: _____

By _____
Adam Pirrie
City Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Property is located at 1230 Harvard Avenue in the City of Claremont, County of Los Angeles, State of California, and is more particularly described as follows:

C C JOHNSON'S ADDITION TO CLAREMONT S 50 FT OF N 100 FT OF W
150 FT OF S ½ OF LOT BLK 1

Parcel Number: 8309-005-022

EXHIBIT B

CHARACTER DEFINING ELEMENTS OF PROPERTY – 1230 Harvard Avenue

Significant Exterior Features

- Textured stucco walls
- Two-piece clay tile roofing
- Combined gable, shed, and flat roof
- Second-story balcony
- Arched windows

Significant Interior Features

- Coved Ceiling
- Original fireplace
- Door and hinge hardware

EXHIBIT C

SCHEDULE OF IMPROVEMENTS – 1230 Harvard Avenue

DESCRIPTION OF IMPROVEMENTS

Proposed Work in 2026

- 1) Foundation: Replace and repair foundation piers, repair sagging joists and floorboards, and add reinforcements as needed - \$14,000
- 2) Foundation: Earthquake retrofit – brace and bolt home to foundation walls – \$5,200
- 3) HVAC: Remove and replace all A/C ductwork damaged from rat infestation (ten ducts) – \$6,300
- 4) Electrical: Remediate damage to Romex wiring from rat infestation in crawlspace – see below
- 5) Electrical: Remediate damage to Romex wiring from rat infestation in kitchen walls – see below
- 6) Electrical: Remove cloth-covered wiring in ceiling and re-wire with Romex electrical wires - \$8,775

Proposed Work in 2027

- 1) Foundation: Eliminate moisture issues emanating from concrete foundation in first ADU - \$4,950
- 2) Flooring: Replace water-damaged flooring in first ADU with historically accurate flooring - \$1,880
- 3) Roof/ceiling: Remove defunct air conditioning components, remediate significant rat infestation damage and droppings, and insulate ceiling - \$10,650
- 4) Roof: Repair broken tiles and remove debris - \$1,800
- 5) Landscape: Remove vines damaging stucco retaining wall and ADU - \$1,000

Proposed Work in 2028

- 1) Façade: Redo main home stucco to protect against damage and moisture intrusion; repaint home to match original color - \$23,500
- 2) Roof: Re-seal terrace roof deck from moisture – TBD
- 3) Gutters: Remove and replace broken gutters on main house and ADU - \$1,980
- 4) Landscape: Treat sycamore tree on property to protect against insect infestation - \$750
- 5) Windows: Begin window restoration work (first floor, south and east exposures) - \$4,665

Proposed Work in 2029

- 1) Windows: Continue window restoration work (first floor, north and west) - \$5,840
- 2) Windows: Continue window restoration work (second floor, all exposures) - \$3,730
- 3) Plumbing: Remove cast-iron sewer pipe in crawlspace under home – see below
- 4) Plumbing: Install Halo H2 Zero system to protect pipes and water heater from damage and corrosion due to mineralization and calcium buildup – \$10,980

Proposed Work in 2030

- 1) Landscape: Remove front yard astroturf and restore with drought-tolerant/resistant vegetation, including xeriscape grass and native flora – TBD

- 2) Flooring: Restore wood flooring throughout main home - \$7,975

Proposed Work in 2031

- 1) Bathroom: Restore primary bath to original layout; re-expose original windows behind bathroom walls and restore windows to function and form - \$14,575
- 2) Windows: Restore first ADU windows to original state - \$1,265
- 3) Doors: Restore original French doors on ADU - \$11,875

Proposed Work in 2032

- 1) Roof: Repair broken tiles and remove debris - \$1,800
- 2) Moisture: Remediate moisture damage in second ADU from exposed patio beam and restore with moisture-resistant alternatives; repaint water-damaged walls - \$380
- 3) Fireplace: Restore original fireplace in living room – TBD

Proposed Work in 2033

- 1) Façade: Redo ADU stucco to protect against damage and moisture intrusion; repaint ADU to match original color - \$6,250
- 2) Landscape: Assess health of podocarpus and carob trees on property and treat as necessary - \$4,500

Proposed Work in 2034

- Roof: Replace second floor terrace iron railing with context and design-appropriate rust-proof rails – TBD

Proposed Work in 2035

- Retaining Wall: Re-paint and repair stucco on retaining wall on south – TBD

Note: All work must conform to standards of the Office of Historic Preservation of the Department of Parks and Recreation, United States Secretary of the Interior's Guidelines for Rehabilitation of Historic Properties, and the State Historical Building Code. All work subject to City of Claremont design review as required by the Claremont Municipal Code.