

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 David Medak and Elena Esquibel, owners of real property located at 611 West Eighth Street, 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 fee title interest in real property, together with associated structures and improvements thereon, generally located at 611 West Eighth Street 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.

DATE: _____

Property Owner:

David Medak
Property Owner

DATE: _____

Property Owner:

Elena Esquibel
Property Owner

DATE: _____

THE CITY OF CLAREMONT

By _____
Adam Pirrie
City Manager

APPROVED AS TO LEGAL FORM:

Alisha Patterson
City Attorney

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, before me, _____,
Notary Public, personally appeared ADAM PIRRIE, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf of which the person 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.

Notary Public

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Property is located at 611 West Eighth Street in the City of Claremont, County of Los Angeles, State of California, and is more particularly described as follows:

THE WEST 7 FEET OF LOT 1 AND ALL OF LOT 2, TRACT NO. 14151, IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 326 PAGE 17 AND 18 OF MAPS, RECORDS OF SAID COUNTY.

Parcel Number: 8310-014-002

EXHIBIT B

CHARACTER DEFINING ELEMENTS OF PROPERTY – 611 West Eighth Street

Exterior Features

- Single-story, low-profile Ranch-style residence
- Rectangular floor plan with front-gabled roof oriented parallel to the street
- Exterior walls composed of handmade adobe brick
- Roof finished with handmade clay tiles
- Columned front porch, rear porch, and porte-cochere on the east façade supported by repurposed palm tree trunks, salvaged locally by the original owner
- Concrete slab flooring throughout property with unique wood infill
- Original metal casement windows throughout
- Large adobe brick fireplace
- Detached two-car adobe garage featuring exposed wood-beam ceilings and polished concrete floors.
- Adobe brick landscaping walls throughout property
- Mature heritage coast live oak estimated to be over 100 years old
- Two mature olive trees, approximately 75 years old, in the front yard

Interior Features

- Polished concrete floors throughout the residence
- Exposed wood-beam ceilings in main living areas
- Custom indigenous decorative fireplace tiles depicting individual animal designs.
- Early radiant floor heating system with galvanized copper tubing (non-operational).
- Original mid-century kitchen cabinetry with dark maple pulls throughout
- Open, flowing interior layout with a large picture window facing the rear patio and heritage oak tree

EXHIBIT C

SCHEDULE OF IMPROVEMENTS – 611 West Eighth Street

DESCRIPTION OF IMPROVEMENTS

Structural Improvements

- 1) Repair and seal adobe bricks - \$11,200
- 2) New electrical panel and equipment - \$13,000
- 3) Clean-out for sewer line (not currently installed) and disposal - \$4,800
- 4) Repairing, grinding, and resealing concrete floors to address issues of cracking, heaving from roots, and flooding - \$13,200

Interior Improvements

- 5) Repainting and sealing of interior and exterior walls and wood elements - \$15,360

Exterior Improvements

- 6) New period-appropriate garage door - \$3,800
- 7) Grade and level rear property to prevent flooding of the kitchen, master bedroom, and living room - \$31,143
- 8) Historic olive tree maintenance over ten years to address insect damage - \$7,700

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.