

HISTORIC PROPERTY CONTRACT PROGRAM

FEBRUARY 2012



**Design & Historic Preservation Section
Planning Department
City of Pasadena
175 N. Garfield Ave.
Pasadena, CA 91101
626-744-4009
www.cityofpasadena.net**

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Forms

- Application
- Rehabilitation Plan and Timeline
- Taxpayer Protection Form

Appendices

- A. *Secretary of the Interior's Standards for Rehabilitation*
<http://www.cr.nps.gov/hps/tps/tax/rhb/stand.htm>
(for more detailed information see the accompanying *Illustrated Guidelines for Rehabilitating Historic Buildings* <http://www.cr.nps.gov/hps/tps/tax/rhb/guide.htm>)
- B. Sample Contract Agreement
- C. Sample Site Plan
- D. Sample Rehabilitation Plan

HISTORIC PROPERTY CONTRACT APPLICATION GUIDELINES

Introduction

The City of Pasadena Historic Property Contract Program was established by ordinance in October 2002 under the authority of a State enabled program known as the Mills Act (California Government Code, Article 12, Sections 50280-50290). Under this act, local governments may enter into historic property contracts with owners of qualifying privately owned historic properties who agree to rehabilitate, restore and/or maintain their property according to the Secretary of the Interior's Standards (see attached Appendix A).

These application guidelines are a summary of the main features of the Historic Property Contract Program in the City of Pasadena. The complete regulations are in the legal texts of the California Government Code and the City of Pasadena Ordinance 6912.

Purpose of Historic Property Contract Program

The Historic Property Contract is a financial incentive that encourages designation, rehabilitation and protection of historic buildings. The benefit to the owner may be a substantial reduction in property taxes, while the benefit to the City is the preservation of a significant historic resource and investment in rehabilitation of housing.

Application Process

Applications for historic property contracts are processed through the Office of the City Manager and administered by the Director of Planning. The application form is available from the Design and Historic Preservation Section of the Planning Department, 175 North Garfield Avenue, window #4 in the Permit Center Lobby or through the City of Pasadena Web site, www.cityofpasadena.net/MillsAct

The **2012** application process schedule is as follows:

Application package distribution – Beginning Monday, February 6

Application submittal period – Between Monday, February 6 and Monday, May 7

Site visits by Planning Staff – Between Friday, June 1 and Friday, August 24

Notification to applicants of final selection – On or before Thursday, September 27

Contracts drafted – On or before Thursday, October 25

Contracts signed and notarized – On or before Thursday, November 15

Contracts executed and recorded by County Recorder – On or before December 31

There is no fee to *apply* for a contract, but please note that properties selected for inclusion in the program must pay a one-time processing fee: *\$1,030 for single-family residential properties and \$2,060 for multi-family residential/commercial/industrial properties.*

For all contracts recorded by December 31 of a calendar year, reassessment by the County is conducted by June 30 of the following year and is reflected on fiscal year tax bills issued in October.

The City may process up to **six contract agreements per calendar year** for multiple-family residential, commercial or industrial properties and up to **twenty contract agreements** for single-family residential properties.

Eligibility Requirements

1. Historic Designation

Only properties that are **designated** landmarks or historic monuments, works of Greene and Greene, listed individually in the National Register of Historic Places or contributing to a designated landmark district or historic district listed in the National Register of Historic Places will be considered for historic property contract agreements.

Properties that are **not designated** may be considered if a nomination for designation is submitted concurrently, deemed complete by the Mills Act application deadline, and recorded with the Los Angeles County Recorder before the end of the year. For information on how to designate a property as a landmark, or to request an evaluation to see if your property qualifies for designation, contact the Design & Historic Preservation Section of the Planning Division, 626-744-4009.

Properties pending National Park Service approval for listing in the National Register may submit an application provided that the property is listed by the end of the year.

Properties that are non-contributing and in a landmark or National Register district may be considered if the historic property contract agreement results in exterior restoration and/or reconstruction of significant historic and architectural features and if the work is based on pictorial, documentary, or physical evidence in compliance with the Secretary of the Interior's Standards for Rehabilitation. Conjectural changes to a non-contributing building designed to make it appear historical—when there is no supporting pictorial, documentary, or physical evidence—do not qualify for a contract.

Applications from condominium buildings must be submitted by the property's home owners association along with a petition indicating the support of all the affected owners.

Please note the following changes to the program as of 2009:

2. Valuation of Property

For single-family houses, eligibility is limited to properties with a total assessed value of \$1.5 million or less, with an exemption for works of Greene & Greene, designated historic monuments, and properties listed individually in the National Register. In addition to the exceptions listed above, **one exception per year** may be granted for special circumstances.

3. Rehabilitation Plan

Applicants are required to submit a **plan for future rehabilitation** of a historic property; **properties already rehabilitated or without a need of future rehabilitation are ineligible for a contract.**

City staff ranks/scores applications according to compliance with the City's stated priorities (see below) and by number of work plan items and the costs of those items.

Selection Process

Application materials must be submitted **by 5:00PM on Monday, May 7, 2012** (See page 6).

Historic property contract applications will be considered through a competitive selection process and only complete applications will be accepted. At the close of the application submittal period, projects consistent with the priorities below shall have first consideration:

1. The contract agreement will substantially contribute to the preservation of a historic resource **threatened by deterioration, abandonment, or conflicting regulations**; enhance opportunities for maintaining or creating **affordable housing**; and/or facilitate preservation and maintenance of a property in cases of **economic hardship**;
2. The contract agreement will support substantial reinvestment in a historic resource and/or rehabilitation of a historic building or structure in the **expanded State Enterprise Zone and/or other areas where the City is concentrating resources** on façade improvements, home rehabilitation, or similar revitalization efforts; and
3. The contract agreement will support the **protection of properties with the highest level of architectural or historic significance**: works of Greene & Greene, historic monuments, and properties listed individually in the National Register of Historic Places (including National Historic Landmarks).
4. One bonus point may be issued for all rehabilitation projects listed in an applicant's work program that have "**green**" or **sustainable features**, such as reuse of original or salvaged materials (including retaining interior plaster); restoration of missing sun-shading features such as porches, awnings or shutters, etc. The application of these features should be consistent with the Secretary of the Interior's Standards and the historic character of the building. Applicants must submit additional information in their applications to justify issuance of this bonus point.

The following documents will be used to determine adherence to the above priorities:

1. A statement—if applicable—describing how property is threatened by deterioration, abandonment, or conflicting zoning regulations; if project will maintain or create affordable housing; and/or how property tax reduction is necessary to facilitate preservation of the property.
2. A completed "Rehabilitation/Restoration/Maintenance Plan and Timeline" form. The work plan will be given a numerical value based on the type of projects proposed, the number of projects and the costs associated with these projects.

The applications with the highest number of points will be awarded contracts.

Terms of a Contract Agreement

Duration. The initial term of a Historic Property Contract is 10 years. The contract **automatically renews each year** on its anniversary date and a new 10-year agreement becomes effective (i.e., the contract is in effect **in perpetuity** unless terminated as described below). The contract is recorded on the property's title is **transferred to the new owner** upon sale of the property.

Termination of Contract. The owner may terminate the contract by notifying the City at least 90 days prior to the annual renewal date. The City may terminate the contract by notifying the owner at least 60 days prior to the renewal date. The owner, upon receipt of the notice from the City, may submit a written objection to termination by the City. The contract remains in effect for the balance of the term of the contract beyond the year of termination.

Alterations or Additions to Property. Work affecting historic architectural features (both interior and exterior) of the property must comply with the **Secretary of the Interior's Standards for Rehabilitation** (Appendix A) and must obtain a **Certificate of Appropriateness** (an application with the Design and Historic preservation Section of Planning in the Permit Center) **and building permit**. [For more information about appropriate rehabilitation techniques and the *Secretary of the Interior's Standards* see the *Illustrated Guidelines for Rehabilitating Historic Buildings* (<http://www.cr.nps.gov/hps/tps/tax/rhb/guide.htm>)].

Inspections for Compliance. The City requires **annual inspections** of the property, by prior appointment, to ensure compliance with the terms of the agreement. Inspections may also be required by the County Assessor, State Office of Historic Preservation, and/or State Board of Equalization.

Breach of Contract Penalty. If the City determines at any time that the property owner has **breached the contract**, the owner is liable for a cancellation fee of 12.5% of the current value of the property as determined by the County Assessor.

Potential Tax Savings

The average benefit to Pasadena owners has been a **54% reduction** in property taxes but it can vary widely. All Mills Act assessed values are subject to annual review, reflecting annual fluctuations in market rent, expenses and interest rates. All calculations are conducted by the County Assessor **after** the contracts are signed. There is no guarantee of tax savings under the Historic Property Contract.

Owners of properties with comparatively low property taxes because of Proposition 13 will not benefit by a Historic Property Contract because the assessed value under the Mills Act will likely be higher than the existing base-year value of the property. Generally, owners who have **purchased their properties within the last 10 years** are most likely to benefit from entering into a Mills Act contract.

Application Submittal Requirements

A complete submittal package shall include:

1. Completed application form (attached).
2. Copy of grant deed.
3. A printed copy of photographs AND a digital copy (on CD) of building interior (views of all rooms and historic features) and exterior (front, rear, sides and historic accessory buildings). Photographs may be either 3x5 or 4x6. Each printed photograph must be labeled with the building address, subject of photo and direction of view.
4. Site plan drawn to scale indicating locations of all buildings on the property, street names, north arrow and dimensions (Example in Appendix D).
5. Completed "Rehabilitation/Restoration/Maintenance Plan and Timeline" form (attached).
6. A statement—if applicable—describing how property is threatened by deterioration, abandonment, or conflicting zoning regulations; if project will maintain or create affordable housing; and/or how property tax reduction is necessary to facilitate preservation of the property.
7. Copy of most recent property tax bill.
8. Completed Taxpayer Protection form (attached).

Note: If you are applying for commercial or income property, you may be asked to provide the following back-up documentation:

- 1) Rent roll (include rent for on-site manager's unit as income if applicable).
- 2) Maintenance records (provide detailed break-down- all costs should be recurring annually).
- 3) Management expenses (include expense of on-site manager's unit and 5% off site management fee; and describe other management costs- provide breakdown on separate sheet).

The complete application package must be hand-delivered or mailed (must be postmarked by **Monday, May 7th**) to:

Administrator, Historic Property Contract Program
Design & Historic Preservation Section
Planning Department
175 North Garfield Avenue, 2nd Floor
Pasadena, California 91101-1704

Administration of Contract Agreements

Staff of the Planning Department (Design and Historic Preservation Section) will monitor all work proposed in a contract agreement to ensure compliance with the terms of the agreement and will require annual submittal of documentation/photographs of required work completed and may perform inspections if deemed necessary as the contract agreement is in effect.

Los Angeles County Administration

The City is responsible for recording executed Historic Property Contract documents with the County Recorder before December 31 of the applicable calendar year. After recordation, the City transmits the contract and the documentation of description of the property to the Los Angeles County Assessor where the calculation for the exact property tax under the Mills Act is performed. Contracts that are recorded by December 31 are reassessed by June 30 of the following year so that the reduced tax appears on the tax bill of October of that year.

State of California Administration

Within six months of entering into a historic property contract with the property owner, the City submits written notice to the State Office of Historic Preservation. This notification confirms that the property owner has entered into a Historic Property contract.

Historic Property Contract Forms

- **Application**
- **Rehabilitation Plan**
- **Taxpayer Protection Form**

CITY OF PASADENA

APPLICATION FOR HISTORIC PROPERTY CONTRACT

PROPERTY OWNER INFORMATION (Please use legal name/s, as appears on deed):

NAME: _____

ADDRESS: _____ CITY, STATE, ZIP: _____

PHONE: (Hm) _____ (Wk) _____ E-MAIL: _____ FAX: _____

PROPERTY INFORMATION:

ADDRESS OF PROPERTY: _____

LEGAL DESCRIPTION: _____

ASSESSOR IDENTIFICATION NO: _____

DATE OF PURCHASE BY CURRENT OWNER: _____

USE CATEGORY: SINGLE FAMILY HOUSE; MULTI-FAMILY/COMMERCIAL/INDUSTRIAL

ARE PROPERTY TAXES PAID TO DATE? (CHECK ONE) YES NO

DESIGNATION CATEGORY: CHECK AT LEAST ONE (if in a district, indicate the name in the space below):

NATIONAL REGISTER DISTRICT _____ INDIVIDUAL

LANDMARK/MONUMENT DISTRICT _____ INDIVIDUAL

THE AGREEMENT REQUIRES THE OWNER OF THE PROPERTY TO UNDERTAKE REHABILITATION AND RESTORATION THAT ARE IN COMPLIANCE WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATING HISTORIC BUILDINGS AND THE ILLUSTRATED GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS.

THE FOLLOWING MATERIALS MUST BE SUBMITTED WITH THIS APPLICATION:

- SIGNED COPY OF THIS APPLICATION FORM
- COPY OF GRANT DEED
- PHOTOGRAPHS – COMPLETE DOCUMENTATION OF INTERIOR/EXTERIOR, PRINTED PHOTOS *AND* DISC (LABEL BACK OF ALL PHOTOS IN PERMANENT INK)
- SITE PLAN DRAWN TO SCALE WITH LOCATION OF ALL BUILDINGS ON SITE (INCLUDE PROPERTY LINES, STREET NAMES, NORTH ARROW AND DIMENSIONS)
- REHABILITATION/RESTORATION/MAINTENANCE PLAN AND TIME LINE (INCLUDE ALL WORK TO BE COMPLETED WITHIN NEXT 10 YEARS) WITH COST ESTIMATE OF ITEMIZED WORK
- IF APPLICABLE: A STATEMENT OF HOW PROPERTY IS THREATENED BY DETERIORATION, ABANDONMENT, OR CONFLICTING REGULATIONS; IF THE PROJECT WILL MAINTAIN OR CREATE AFFORDABLE HOUSING; AND HOW PROPERTY TAX REDUCTION IS NECESSARY TO FACILITATE PRESERVATION OF THE PROPERTY
- COPY OF THE MOST RECENT PROPERTY TAX BILL
- TAXPAYER PROTECTION FORM

I AM (WE ARE) THE PRESENT OWNER(S) OF THE PROPERTY DESCRIBED ABOVE AND HEREBY APPLY FOR CONSIDERATION FOR A HISTORIC PROPERTY CONTRACT.

OWNER SIGNATURE

DATE

OWNER SIGNATURE

DATE

REHABILITATION/RESTORATION/MAINTENANCE PLAN AND TIMELINE

Please use this form for your rehabilitation, restoration and maintenance plan and timeline. **Copy this form as necessary to include all work items that apply to your property.** Include all proposed exterior and interior work (including electrical, plumbing, etc.) to be completed within the next ten years. Please complete all requested information on this form. Formal quotes are not required for all items but staff may request documentation of stated costs upon review.

<p>Item Number: _____</p> <p>Building Feature: _____</p> <p>Cost \$ _____ (round to nearest \$)</p> <p>Projected completion year: 20_____</p>	<p>Description of work:</p>
<p>Item Number: _____</p> <p>Building Feature: _____</p> <p>Cost \$ _____ (round to nearest \$)</p> <p>Projected completion year: 20_____</p>	<p>Description of work:</p>
<p>Item Number : _____</p> <p>Building Feature: _____</p> <p>Cost \$ _____(round to nearest \$)</p> <p>Projected completion year: 20_____</p>	<p>Description of work:</p>
<p>Item Number: _____</p> <p>Building Feature: _____</p> <p>Cost \$ _____ (round to nearest \$)</p> <p>Projected completion year: 20_____</p>	<p>Description of work:</p>

**Disclosure Pursuant to the
City of Pasadena Taxpayer Protection Act
Pasadena City Charter, Article XVII**

- I. Does the value of this application/project *have the potential* to exceed \$25,000? Yes No **(Applicant must mark one)**
- II. Is the application being made on behalf of a government entity? Yes No
- III. Is the application being made on behalf of a non-profit 501(c) organization? Yes No
If yes, please indicate the type of 501(c) organization: 501(c)(3) 501(c)(4) 501(c)(6)

Applicant's name: _____ Date of Application: _____

Owner's name: _____ Contact phone number: _____
(for questions regarding this form)

Project Address: _____

Project Description: _____

- IV. Applicant and Property Owner must disclose all joint owners, trustees, directors, partners, officers and those with more than a 10% equity, participation or revenue interest in owner and/or project. If any of these are an organization/entity, include the name of the organization/entity **and** the first and last names of all parties of interest of that organization/entity. *(List all parties below and use additional sheets as necessary, or provide all parties on an attachment) Please print legibly.*
Have any additional sheets or an attachment been provided? Yes No

Names of Owner(s), Trustees, Directors, Partners, Officers of Owner/Project	Names of Owner(s), Trustees, Directors, Partners, Officers of Owner/Project (continued)	Those with more than a 10% equity, participation or revenue interest in Owner and/or project

I hereby certify that I am the owner or designated agent and that the statements and answers contained herein, and the information attached, are in all respects true, accurate and complete to the best of my knowledge and belief.

Signature of Owner or Designated Agent: _____ Date: _____

For Office Use Only

Type of Application: Variance (all types) Adjustment Permit Sign Exception Temporary Use Permit Expressive Use Permit
 Conditional Use Permit (excluding Master Plan) Master Plan Amendment Planned Development Other

Assigned Planner: _____ PLN#: _____

Attached Address: _____ No Attached Address

Appealed: Yes No Appeal PLN# _____ Application Withdrawn

Final Decision: Approved Denied Decision Date: _____ Decision Maker: _____
(Name and Title, or Name of Commission/Committee)

Votes in favor (please print):

APPENDICES

- A. *Secretary of the Interior's Standards for Rehabilitation***
- B. Sample Contract Agreement**
- C. Sample Rehabilitation Plan and Timeline**
- D. Sample Site Plan**

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

For a full version of the standards and the accompanying illustrated guidelines you may log onto:
www.cr.nps.gov/hps/tps/tax/rhb/index.htm

Appendix B

Sample Contract (A different contract template will be used for condominium buildings and is available for review upon request)

RECORDING REQUESTED BY: City of Pasadena
AND WHEN RECORDED RETURN TO:
Planning and Development Department
Historic Property Contracts Program
175 North Garfield Avenue
Pasadena, CA 91101-7215

(Exempt from recording fees pursuant to Government Code Section 6103)

HISTORIC PROPERTY AGREEMENT
BY AND BETWEEN THE CITY OF PASADENA,
A MUNICIPAL CORPORATION, AND

X & Y Zee
12 Main Terrace
Pasadena, CA 91105

FOR THE PRESERVATION AND BENEFIT OF THE
DESIGNATED HISTORIC PROPERTY LOCATED AT

12 Main Terrace
Pasadena, CA 91105

THIS AGREEMENT is made and entered into this 31st day of December, 2012, by and between the CITY OF PASADENA, a municipal corporation (hereinafter referred to as the "City), and X & Y Zee (hereinafter collectively referred to as the "Owner").

WHEREAS, California Government Code Section 50280, et seq. (the Mills Act), authorize cities to enter into contracts with the owners of qualified historic property to provide for the use, maintenance and restoration of such historic property so as to retain its characteristics as a property of historical significance; and

WHEREAS, Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, commonly known as 12 Main Terrace, Pasadena, California (hereinafter such property shall be referred to as the "Historic Property"), and recorded with the Los Angeles County Recorder with the following legal description:

(LEGAL DESCRIPTION ON TAX RECORDS)

WHEREAS, on March 6, 2002, the City Council of Pasadena adopted a Mills Act program, thereby vesting the City with authority to enter into historic property contracts with property owners; and

WHEREAS, on July 17, 2005, the City Council of Pasadena declared the Property a contributing structure to the Main Landmark District; and

WHEREAS, City and Owner, for their mutual benefit, now desire to enter into this agreement both to protect and preserve the historically significant characteristics of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to the Provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

AGREEMENT

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

1. Recitals. The Recitals set forth above are true and accurate and are an integral part of this agreement.

2. Effective Date and Term of Agreement. This agreement shall be effective and commence on January 1, 2013, and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in Paragraph 3 below.

3. Renewal. Each year on the anniversary of the effective date of this agreement (hereinafter referred to as the "renewal date"), a year shall automatically be added to the initial term of this agreement unless notice of nonrenewal is as provided herein. If either Owner or City desires in any year not to renew the agreement, Owner or City shall serve written notice of nonrenewal of the agreement on the other party in advance of the annual renewal date of the agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to Owner of nonrenewal. If either City 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, either from its original execution or from the last renewal of the agreement, whichever may apply.

4. Standards for Historic Property. During the term of this agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall rehabilitate, preserve and maintain the historically significant characteristics of the Historic Property. Attached hereto, marked as Exhibit "A" and incorporated herein by this reference is a list of those items for rehabilitation, restoration and maintenance planned for preservation of the Historic Property and a timeline for completion, which shall apply to such property throughout the term of this agreement.

b. Owner shall, additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historic Building Code and shall maintain the entire property according to minimum standards and conditions, attached hereto, marked as Exhibit "B".

c. Owner shall allow reasonable periodic examinations, by prior appointment given at minimum 24 hours in advance, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Office of Historic Preservation, State Board of Equalization and City, as may be necessary to determine Owner's compliance with the terms and provisions of this agreement.

5. Provision of Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this agreement.

6. Notification to State Office of Historic Preservation. City shall provide written notice of the Agreement to the State Office of Historic Preservation within six (6) months of the effective date of the Agreement.

7. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this agreement if it determines that Owner breached any of the conditions of this agreement and has failed to cure said breach after notice, as set forth in Paragraph 8 below, or has allowed the property to deteriorate to the point that it no longer meets the criteria for a qualified historic property. City may also cancel this agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 4(a) and (b) of this agreement. In the event of cancellation, Owner may be subject to payment of those cancellation fees set forth in California Government Code Sections 50280, et seq., including but not limited to a cancellation fee of twelve and one-half percent (12.5%) of the current fair market value of the Property at the time of cancellation, as determined by County Assessor without regard to any restrictions on the Property imposed pursuant to this Agreement.

8. Enforcement of Agreement. In lieu of and/or in addition to any provisions to cancel the agreement as referenced herein, City may specifically enforce or enjoin the breach of the terms of this agreement. In the event of a breach by Owner under the provisions of this agreement, City shall give written notice to Owner by registered or certified mail to the address stated in this agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall thereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach.

Should owner not cure within the time period specified above, such breach as set forth above, then City may, without further notice, declare a default under the terms of this agreement and may bring any action necessary to specifically enforce the obligations of Owner arising out of the terms of this agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate. City may at its sole discretion extend the 60-day cure period. Such extension must be in writing.

City does not waive any claim of default by Owner if City 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 the City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this agreement. No waiver by the City of any breach or default under this agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

9. Binding Effect of Agreement. The Owner hereby subjects the Historic Property to the covenants, reservations and restrictions as set forth in this agreement. City and Owner hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein 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 Historic Property. Each and every contract, deed or other instrument hereinafter executed covering or conveying the Historic 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.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is encumbered thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and the Owner.

10. 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.

To City: City of Pasadena
100 North Garfield Avenue
Pasadena, CA 91109-7215

Attention: Design & Historic Preservation Section
Principal Planner

To Owner: X & Y Zee
12 Main Terrace
Pasadena, CA 91105

11. General Provisions.

a. None of the terms, provisions or conditions of this agreement shall be deemed to create a partnership between the parties hereto nor 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. Owner agrees to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property. Owner hereby agrees to and shall defend the City and its elected officials,

officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the 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 whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Property.

c. 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 Historic Property, whether by operation of law or in any manner whatsoever.

d. 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.

e. In the event that any of the provisions of this agreement are 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.

f. This agreement shall be construed and governed in accordance with the laws of the State of California.

12. Amendments. This agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, City and Owner have executed this agreement on the day and year first written above.

DATED: _____ By _____
Michael J. Beck, City Manager
CITY OF PASADENA

DATED: _____ By _____
X Zee
OWNER

DATED: _____ By _____
Y Zee
OWNER

Approved as to Form:

Theresa E. Fuentes, Asst. City Attorney

Date

HISTORIC PROPERTY AGREEMENT
EXHIBIT A

Address of Property: 12 Main Terrace

<u>Work Item</u>	Completion
1. Repair dry rot on rafter trails and repaint exterior.	December 31, 2013
2. Repair and replace dry rot, water damage on casement windows in the sleeping porch on the main house.	December 31, 2014
3. Repoint brick work on the main house, foundation and porch.	December 31, 2016
4. Replace existing roof on the main house.	December 31, 2017

Work Item: The methods and materials for completing the above work items shall be subject to review and approval by the City prior to commencement of work. All work shall comply with the Secretary of the Interior's Standards for Rehabilitation of Historic Buildings. Non-compliance with this requirement may constitute grounds for a termination of the Historic Property Contract by the City.

Completion Date: Work shall be completed by the specified date unless the Owner requests a change to a later completion date in writing and the City agrees to a later completion date. Non-compliance with this requirement may constitute grounds for a termination of the Historic Property Contract by the City.

HISTORIC PROPERTY AGREEMENT
EXHIBIT B

Maintenance and Rehabilitation Standards and Conditions

Secretary of the Interior's Standards for Rehabilitation

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of the deterioration requires the replacement of a distinctive feature, the new features shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Property Maintenance

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, wall and windows.
- b. Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outdoors but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.

- f. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features that could cause injury.

Conditions

This property agreement provides property tax reduction in exchange for agreement to rehabilitate and maintain an historic building's fabric and character. Existing condition not in conformance with the secretary of the Interior's Standards may be required to be removed and the original conditions remedied as part of this contract.

Appendix C

REHABILITATION/RESTORATION/MAINTENANCE PLAN

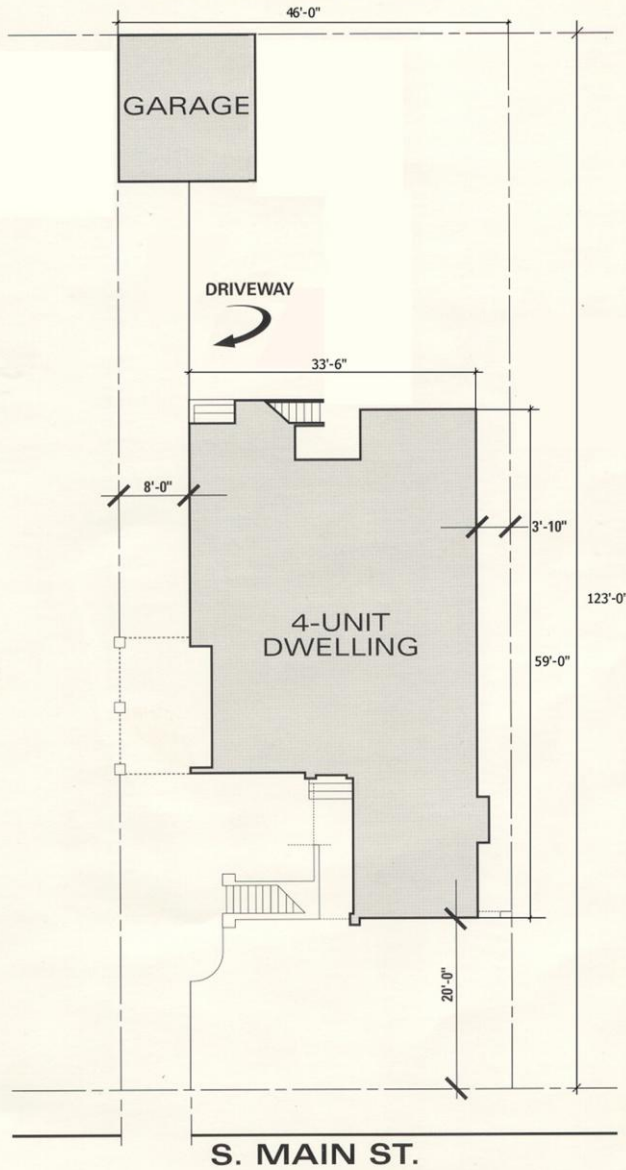
Please use this form for your rehabilitation, restoration and maintenance plan and submit with your application and all other required forms. Copy this form as necessary to include all work items that are proposed to be completed within the next ten years. Please complete all requested information on this form.

Property Address: _____ Address, Pasadena, California, Zip _____

<p>Item Number: <u> 1 </u></p> <p>Building Feature: <u> Exterior walls and trim </u></p> <p>Cost \$ <u> 8,500 </u> (round to nearest \$)</p> <p>Project completion year: <u>2013</u></p>	<p>Description of work:</p> <p>Scrape, surface preparation, repaint entire exterior.</p>
<p>Item Number: <u> 2 </u></p> <p>Building Feature: <u> Windows </u></p> <p>Cost \$ <u> 7,300 </u> (round to nearest \$)</p> <p>Project completion year: <u>2015</u></p>	<p>Description of work:</p> <p>Replace broken glass, scrape, surface preparation, repaint, re-caulk, repair all windows on front and south elevations. Replace jalousie window at kitchen with new double-hinge.</p>
<p>Item Number: <u> 3 </u></p> <p>Building Feature: <u> Plumbing </u></p> <p>Cost \$ <u> 3,220 </u> (round to nearest \$)</p> <p>Project completion year: <u>2017</u></p>	<p>Description of work:</p> <p>Replace water pipes to house, replace kitchen plumbing and sink fixtures.</p>
<p>Item Number: <u> 4 </u></p> <p>Building Feature: <u> Re-roof </u></p> <p>Cost \$ <u> 9,220 </u> (round to nearest \$)</p> <p>Project completion year: <u>2020</u></p>	<p>Description of work:</p> <p>Re-roof house entire house and garage with new composition shingles.</p>

APPENDIX D

SAMPLE SITE PLAN



123-126 SOUTH MAIN ST.



8' 4' 2'
1/16" = 1'-0"