

ACKNOWLEDGMENT RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

THE CITY OF GLENDORA
116 EAST FOOTHILL BOULEVARD
GLENDORA, CALIFORNIA 91741

ATTN: CITY CLERK

THIS DOCUMENT IS EXEMPT FROM
RECORDING AND TRANSFER FEES
PURSUANT TO GOVERNMENT CODE
§ 6103, LOCAL PUBLIC AGENCY
ACQUISITION OF INTEREST IN
REAL PROPERTY

MILLS ACT AGREEMENT

This MILLS ACT AGREEMENT (the "Agreement") is entered into on this _____ day of _____, 200_, by and between the CITY OF GLENDORA, a municipal corporation organized under the laws of the State of California (the "City"), and _____ (the "Owner") as the owner(s) in fee of that certain real property in the City which is identified as Assessor's Parcel _____, Glendora, California, all as more fully described in Exhibit "A" which is attached hereto and incorporated herein by this reference (which, together with all structures and improvements located thereon on the Effective Date of this Agreement, is hereinafter referred to as the "Historic Property"). This Agreement has been entered into in reliance upon the following facts which are material to the parties'

agreement herein and incorporated in the Agreement by this reference.

A. Material Facts

1. California Government Code § 50280, et seq. (commonly known as and referred to herein as the "the Mills Act") ¹ authorizes local agencies to enter into agreements with the owners of qualified historic property (hereinafter "qualified historic property") to provide for appropriate use, maintenance and rehabilitation of such property in order to better ensure that such qualified historic property is preserved and retains its historic characteristics.

2. The City Council of the City (the "City Council") has approved a policy for the use of Mills Act agreements to encourage the preservation of qualified historic property in the City.

3. On _____, the Historic Property was designated a "Landmark" by the City Council pursuant to Glendora Municipal Code § 21.03.050. As a designated Landmark, the Historic Property is a "Qualified Historic Property" as defined in § 50280.1.

4. The City and the Owner desire, for the benefit of each, to enter into an agreement to (a) limit the use of the Historic Property to prevent inappropriate alterations, (b) ensure that the character defining features of the Historic Property are

preserved and maintained in an exemplary manner, (c) carry out the purposes of the Mills Act, and (d) qualify the Historic Property for an assessment of valuation pursuant to Article 1.9, Chapter 3, Part 2, Division 1, § 439, et seq. of the California Revenue and Taxation Code.

B. Agreement

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, it is agreed as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on _____, 200_ (the "Effective Date") and shall remain in effect for a period of ten (10) years thereafter (the "Term"). Each year on the anniversary of the Effective Date, the Term shall be automatically extended as hereinafter provided and as permitted in § 50280 through § 50290.

2. Renewal.

(a) Automatic Renewal, Unless Notice Given. Each year on the anniversary of the Effective Date (the "Renewal Date"), a year shall automatically be added to the Term unless written notice of non-renewal has been served as hereinafter provided.

¹All references to code sections (§§) hereinafter are to the California Government Code unless otherwise specifically noted

(b) Owner's Notice of Non-renewal. If, during the Term, the Owner desires not to renew this Agreement, the Owner shall serve written notice of non-renewal on the City at least ninety (90) days prior to the Renewal Date.

(c) City's Notice of Non-renewal. If, during the Term, the City desires not to renew this Agreement, the City shall serve written notice of non-renewal on the Owner at least sixty (60) days prior to the Renewal Date.

(d) Withdrawal of Notice of Non-renewal. Either party may serve notice of withdrawal of its notice of non-renewal, provided notice of withdrawal is in writing and served on the other party at least thirty (30) days prior to the Renewal Date.

(e) Termination Date When Notice of Non-renewal Served. If either party serves notice of non-renewal as hereinabove provided, this Agreement shall remain in effect for the years remaining in the Term as it may have previously been extended (the "Extended Term") and shall terminate at the conclusion of such Extended Term.

3. Standards and Conditions. During the Term and any Extended Term, the Historic Property shall be subject to the following conditions, with which Owner hereby covenants to comply:

(a) Preservation, Maintenance, Restoration and Rehabilitation. Owner shall preserve, maintain, and, where necessary, restore or rehabilitate the Historic Property and

its character-defining features to the satisfaction of the City. "Character-defining features" shall, as used herein mean and include, but is not limited to, the general architectural form, style, materials, design, scale, proportions, organization of windows, doors and other openings, textures, details, mass, roof line, porch and other aspects of the exterior of any structure which is located on, or a part of, the Historic Property on the Effective Date. The interior of the Historic Property shall be retained in its historic character to the greatest extent practicable.

(b) Changes in Historic Property or Character-defining Features. Any change to the Historic Property or to its Character-defining features shall comply with the City's General Plan, applicable Specific Plans, City regulations and guidelines and the Glendora Municipal Code (the "GMC"), and shall conform to the rules and regulations of the Office of the Historic Preservation of the California Department of Parks and Recreation, as they may exist from time to time, including, but not limited to, the United States Secretary of Interior's Standards for Rehabilitation and Standards and Guidelines for Historic Preservation Projects.

(c) Notice of Changes to City; Building Permit Required. The Owner shall notify the City of any proposed changes to the Historic Property and its Character-defining features prior to their execution. Exterior changes to the Historic

Property or its Character-defining features shall require a Building Permit issued by the City.

(d) Prohibited Activities by Owner. The following activities with respect to the Historic Property and its Character-defining features are prohibited and Owner covenants not to engage in such prohibited activities: demolition of the house or garage, if any; exterior alterations or additions not in keeping with the requirements of Section 3.a above; maintenance of the Historic Property and its Character-defining characteristics including, but not limited to, fences, roofs, doors and windows or walls, in a dilapidated, deteriorating or unrepaired condition; storage of scrap lumber, junk, trash (other than in appropriate containers as permitted by the GMC and City regulations), debris, discarded or unused objects (including, without limitation, cars, appliances or furniture); stagnant water, unfilled excavations; or use of any other device, decoration, structure or vegetation which is unsightly by reason of its appearance, height, condition or inappropriate location.

(e) Periodic Inspection by City. Owner shall permit representatives of the County Assessor, the State Department of Parks and Recreation, the Board of Equalization and the City, as may be reasonably necessary to determine the Owner's compliance with the terms, conditions and covenants of this Agreement, by prior appointment and at reasonable

times and intervals, to inspect the exterior of the Historic Property and its structures.

4. Furnishing Information. The Owner hereby agrees to furnish the City, County Assessor, the State Department of Parks and Recreation and the Board of Equalization with any and all information requested by them as they deem necessary and reasonable in order to determine compliance by the Owner with this Agreement.

5. Cancellation by City. The City, following a duly noticed public hearing by the City Council as required by § 50285, may cancel this Agreement upon a finding by the City Council that the Owner has (a) breached any of the conditions of this Agreement, (b) allowed the Historic Property or its Character-defining characteristics to deteriorate to the point where it no longer meets the standards of a Qualified Historic Property, or (c) failed to maintain, preserve, restore or rehabilitate the Historic Property in the manner required by Section 3 of this Agreement. If this Agreement is cancelled by the City as hereinabove described, the Owner shall pay a cancellation fee to the State Controller as set forth in § 50286, which states that the fees shall be twelve and one-half percent (12½ %) of the full value of the Historic Property at the time of cancellation, without regard to any restriction imposed by this Agreement.

6. Enforcement of, Enjoining Terms of Agreement.

(a) In lieu of, or in addition to, the remedy provided in Section 5 above, the City may specifically enforce or enjoin the breach of the terms of this Agreement by Owner. Prior to taking any legal action to enforce or enjoin any breach or default of this Agreement, City shall give written notice of such default to the Owner as provided in Section 7(c) below. If Owner has not corrected such breach, or started and diligently pursued correction of such breach, within thirty (30) days of delivery of such notice, or if Owner commences correction within thirty (30) days and does not diligently complete such correction, City may, without further notice, declare that Owner has defaulted this Agreement in a manner which requires specific enforcement of Owner's obligations under this Agreement and may apply to any court with competent jurisdiction over the Historic Property and the Owner seeking an equitable or legal remedy.

(b) The failure of the City to take action in the event of a default does not constitute a waiver of City's right to enforce or enjoin the same, a subsequent similar or different breach by Owner.

(c) In addition to the remedies set forth in this Agreement, upon default by Owner of this Agreement, City shall have all remedies available to it at law and in inequity and City regulations governing historic property.

7. Miscellaneous Provisions

(a) Binding Effect. City and Owner declare that it is their specific intent that the covenants, reservations and restrictions set forth in this Agreement shall be deemed covenants running with the Historic Property for the Term and any extension thereof, and shall be binding upon the Owner's successors, assigns and heirs in title or interest to the Historic Property. Every agreement, transfer of title, grant deed, deed of trust, mortgage or other lien, lease or other instrument hereinafter executed by the Owner to convey an interest in the Historic Property shall, for the Term and any Extended Term, be conclusively deemed to have been executed, delivered and accepted subject to the covenants, reservations and restrictions of this Agreement, whether or not such covenants, reservations and restrictions are set forth in such instrument.

(b) No Compensation. Owner shall not receive any payment from City in consideration for the obligations imposed upon Owner pursuant to this Agreement. Owner recognizes and agrees that full consideration for this Agreement is the substantial public benefit to be derived from, and the advantage which will accrue to Owner as a result of, the effect upon the assessed value of the Historic Property brought about by the restrictions on the Historic Property set forth herein.

(c) Notices. Any notice given pursuant to this Agreement shall be in writing, and personally delivered or delivered

by certified or registered United States Mail, with postage prepaid, which is addressed to the receiving party at the address hereinafter set forth or such other address as each party may give to the other party, in writing, from time to time. Any notice given pursuant to this Agreement and delivered as hereinabove required shall be deemed received upon personal delivery, if personally delivered, or on the fifth (5th) day after the postmark on the envelope if delivered by United State mail. Notices shall be sent:

If to City:

City of Glendora
Dept. of Planning and Redevelopment
116 East Foothill Boulevard
Glendora, CA 94741

Attn: City Clerk

If to Owner:

Glendora, California

(d) Independent Relationship of the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer/employee relationship, or agency/principal relationship between Owner and City.

(e) Construction of Agreement. This Agreement has been entered into in the State of California and shall be construed pursuant to the laws of said State. The headings, titles, captions and numbers in this Agreement are for ease of location and reading and shall not be construed to alter

the plain meaning of the text or the intent of the parties. Wherever number or gender is indicated in the text, such number or gender shall be construed to mean that number or gender which is correct or proper in the context of the text or the circumstances in which this Agreement is applied.

(f) Covenants Run With Land for Term and Any Extended Term.

The covenants, restrictions and reservations contained herein shall be covenants running with the land for the Term and any Extended Term of this Agreement and shall be binding upon, or inure to the benefit of, the successors, heirs and assigns the parties hereto.

(g) Attorneys Fees and Costs. In the event of legal action by either party to enforce the terms of this Agreement or the rights or duties of either party hereto, including, without limitation, arbitration, the prevailing party shall recover from the other party all reasonable attorney's fees and costs incurred by the prevailing party in such action, as determined by a court of competent jurisdiction, in addition to any other remedy or costs awarded by the court.

(h) Severability. In the event that a court of competent jurisdiction holds that any of the provisions of this Agreement are unenforceable or invalid, or subsequent preemptive legislation renders any provision of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby. The parties declare

that it is their intention that each portion of this Agreement be enforced to the extent valid and enforceable under the law.

(i) Recordation. This Agreement shall be recorded in the Official Records for the County of Los Angeles no later than twenty (20) days after its execution.

(j) Amendment. This Agreement may be amended, in whole or in part, only by a written amendment executed by the parties which shall be recorded as hereinabove required.

(k) Authorization of Signers. Each party represents to the other party that the person(s) executing this Agreement on behalf of the representing party has been duly authorized to executed same.

(l) Counterparts. This Agreement has been executed in two (2) original counterparts, each of which may be deemed to be an original for purposes of enforcement or interpretation of this Agreement. One (1) such counterpart shall be delivered to Owner and the other counterpart shall be delivered to City after execution. City's counterpart shall be recorded.

IN WITNESS WHEREOF, the parties have executed this Agreement consisting of thirteen (13) pages, including the following signature page, but excluding acknowledgements and exhibits, as of the date first written above.

SIGNATURE PAGE

CITY OF GLENDORA:

By: _____
Chris Jeffers, City Manager
City of Glendora

ATTEST:

Kathleen Sessman, City Clerk

APPROVED AS TO FORM:

D. Wayne Leech, City Attorney

OWNER:

By: _____
[Print Name]
[Print Title]

By: _____
[Print Name]
[Print Title]

[3 ACKNOWLEDGMENTS AND CERTIFICATE OF ACCEPTANCE ATTACHED]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200_, before me, _____,
personally appeared Chris Jeffers, 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 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.

[SIGNATURE OF THE NOTARY]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200_, before me, _____,
personally appeared _____, 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 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.

[SIGNATURE OF THE NOTARY]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 200_, before me, _____,
personally appeared _____, 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 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.

[SIGNATURE OF THE NOTARY]

CERTIFICATE OF ACCEPTANCE

I hereby certify that the City Council of the CITY OF GLENDORA, a municipal government formed pursuant to the laws of the State of California, at a [regular] [adjourned] [special] meeting of said Council held on _____, _____, accepted the foregoing MILLS ACT AGREEMENT and the interests granted therein from _____, by minute action upon the motion of Councilmember [_____], second by Councilmember [_____], by the following vote of the City Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Kathleen Sessman, City Clerk
City of Glendora

EXHIBIT "A"