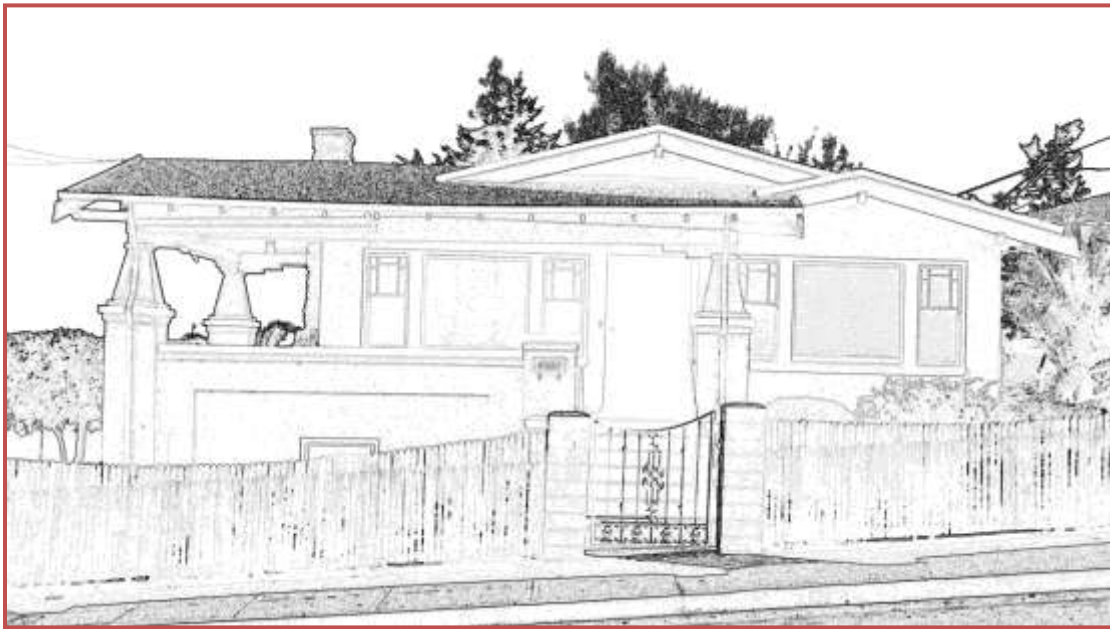


MILLS ACT PROGRAM GUIDE



Alameda County
COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

Offices: 224 West Winton Avenue, Room 111, Hayward, CA 94544
Permit Center: 399 Elmhurst Street, Room 141, Hayward CA 94544
Ph: (510) 670-5400 Fax: (510) 785-8793
www.acgov.org/cda/planning

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Introduction

The Mills Act (state sponsored legislation enacted in 1972) is a self-directed, economic incentive program for owners of historic buildings that are listed in the National Register of Historic Places or on a state, county, or city official register. The Mills Act it is the single most important economic incentive program available in California for private property owners of qualified historic buildings. It is also applicable to income producing properties. A Mills Act program must comply with two California State Codes: California Government Code, Article 12, Sections 50280-50290 and California Revenue and Taxation Code, Article 1.9, Sections 439-439.4.

Under the program, property owners receive a significant reduction in local property taxes in exchange for their promise to actively participate in restoring, rehabilitating, repairing and preserving their properties. Participants enter into a perpetual 10-year contract with the County.

Contracts are automatically renewed each year and may be transferred to new owners when the property is sold.

City, county, or state officials may periodically inspect properties to ensure proper maintenance.

Penalties may be imposed for breach of contract or failure to maintain the historic property.

The county assessor's office re-assesses property taxes based on a capitalization of income formula rather than on market value. Mills Act participants may realize a property tax savings of approximately 30 to 60% each year depending on property value, net operating income, and other variables.

Mills Act Program Requirements

State Requirements

1. The property must be privately owned, not exempt from property taxation and either 1) listed in the National Register of Historic Places or registered as a historic district or 2) listed in a state, city or county official register of historical or architecturally significant sites, places or landmarks.
2. The contract must require that the property owner preserve the property and when necessary, restore and rehabilitate the property throughout the term of the contract.
3. The term of the contract shall be a minimum of ten years. One year will automatically be added to the initial term of the contract each year on the contract anniversary date, unless a jurisdiction or property owner files a notice of non-renewal 60 or 90 days prior to the anniversary, respectively. If a notice of non-renewal is duly filed, the existing contract shall remain in effect for the balance of the period remaining since the execution or last renewal of the contract.
4. No later than 20 days after a jurisdiction enters into a contract, the clerk of the legislative body shall record a copy of the contract with the county recorder.
5. The property owner must provide written notice of the contract to the State Office of Historic Preservation within six months of entering into the contract.
6. All work must comply with the rules and regulations of the State Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historic Building Code.
7. The contract must require periodic interior and exterior inspections by the tax assessor, Department of Parks and Recreation and State Board of Equalization to determine the property owner's compliance with the contract.
8. The contract must be binding upon successive property owners for the term of the contract. Successive property owners shall have the same rights and obligations under the contract as the owner who entered the contract.
9. During the term of the contract, the county assessor shall value the property by the capitalization of income method.
10. A cancellation fee of 12.5% of the full market value of the property must be assessed upon the property owner if the contract is canceled for breach of the provisions of the contract or if the property is altered or allowed to deteriorate so that it is no longer considered a significant historic structure.

County Requirements

1. **Qualifying Structures.** To qualify for the program, a structure must be one of the following:

- a. A designated landmark;
- b. A contributing resource located within a designated historic district; or
- c. A non-contributing resource that is located within a designated historic district, is at least fifty years old, and will be brought closer to qualifying for re-designation as a contributing structure by the completion of the projects approved under the contract.

2. **Non-Qualifying Structures.** Non-qualifying structures include all structures that are located outside of designated historic districts and have not been designated as single historic landmarks.

3. **Qualifying Projects.** A wide range of projects may be considered for inclusion in a Mills Act contract (see "List of Suggested Projects"). However, to qualify for the program, each project must meet the following requirements:

- a. All aspects of the project including, but not limited to, its design, materials, and techniques must comply with the rules and regulations of the United States Secretary of the Interior's Standards for Rehabilitation; the State Office of Historic Preservation of the Department of Parks and Recreation; the State Historic Building Code; and the County of Alameda General Ordinance Code, and Historic Preservation Ordinance.
- b. Projects required to ensure the structural integrity of a structure (e.g., seismic retrofitting, electrical change out or termite treatment) shall be completed prior to the undertaking of projects involving other elements of the structure.
- c. For projects involving removable features (e.g., light fixtures, fireplace mantelpieces or built-in cabinets), the features shall remain attached to the structure.

4. **Non-Qualifying Projects.** Additions (e.g., room or patio additions), the relocation of structures, and projects that fail to meet all of the requirements listed in Section B.3., above, do not qualify for the program.

5. **Certificates of Appropriateness.** Prior to Board of Supervisor approval of a Mills Act contract, the Parks, Recreation and Historical Commission shall approve a Certificate of Appropriateness for a Restoration, Rehabilitation and Preservation Plan that includes a schedule of projects to be completed during the first ten years following execution of the contract.

6. **Expenditure of Tax Savings.** The property tax saving realized during the first ten years following execution of the contract shall be spent on completing the schedule of projects included in the approved Restoration, Rehabilitation and Preservation Plan. The estimated cost of completing the schedule of projects shall be equal to or exceed the estimated property tax savings realized during this ten-year period. Subsequent property tax savings shall be spent to maintain and preserve the property and when necessary, restore and rehabilitate the property throughout the term of the contract.

7. **Project Completion.** The specific projects included in the approved Restoration, Rehabilitation and Preservation Plan shall be completed during the first ten years following contract execution, as outlined in the schedule of projects. Throughout the term of the contract, maintenance and preservation projects and when necessary, restoration and rehabilitation

projects, shall be completed as needed to protect the structural integrity and historic and aesthetic value of the property. Projects not included in the approved schedule of projects shall be subject to the approval of a Certificate of Appropriateness in accordance with the Historic Preservation Ordinance.

On a yearly basis, County staff shall inspect the property to evaluate the status of approved projects and the general condition of the property. Inspections of the interior of structures shall be required when the schedule of projects includes interior work.

8. *Length of Mills Act Contract.* The term of a contract shall be a minimum of ten years. One year will automatically be added to the initial term of the contract each year on the anniversary date of the contract, unless the County or property owner files a notice of non-renewal 60 or 90 days prior to the anniversary, respectively. If a notice of non-renewal is duly filed, the existing contract shall remain in effect for the balance of the period remaining since the execution or last renewal of the contract.

9. *Findings.* To grant approval of a Mills Act contract, the Board of Supervisors must make the following findings:

1. That based on information contained in the program application including, but not limited to, the Restoration, Rehabilitation and Preservation Plan; cost estimates; estimated tax savings to the property owner; and other related information, the approval of the Mills Act contract will serve to compensate the County for the reduction in property taxes received.

2. That the Restoration, Rehabilitation and Preservation Plan will extend the life of the structure(s), protect the historic and aesthetic value of the property, and comply with the rules and regulations of the State Office of Historic Preservation of the Department of Parks and Recreation; the United States Secretary of the Interior's Standards for Rehabilitation; the State Historic Building Code; and the County of Alameda General Ordinance Code, and Historic Preservation Ordinance.

List of Potential Projects

Projects may include but are not limited to:

Access Modifications – Exterior	Flashing
Access Modifications – Interior	Floor Furnace – Remove or Restore floor
Accessory Structure Repair or Replace	Flooring – Carpet
Annual Maintenance & Repairs	Flooring – Repair
Appliance Vent	Flooring –Repair Wood Floors
Architectural – Remove Non-historic Feature & Restore to Original	Flooring – Replacement
Architectural Trim – Repair	Foundation – Bolting and Seismic Work
Architectural Trim – Replace	Foundation – New
Architectural Trim – Install New	Foundation – Repair
Balcony/ Decks – New Railings	Gable or Attic – Re-screening
Balcony/ Decks – Repair or Replace	Garage Door
Basement – Access – Repair or Replace to Code	Gutters & Downspouts
Basement – New or Rebuild	House Relocation
Cabinets – New Built-in Bathroom	HVAC – Complete New System
Cabinets – New Built-in Kitchen	HVAC – Maintenance & Replacement/Plumbing Service & Painting
Cabinets – New Built-in Other	Insulation – Walls – Blown-in
Carpentry – Remove window & reframe shower including Siding/Caulking	Insulation – Attic
Chimney – Inspect and Clean	Interior Trim – Refinish
Chimney – New	Kitchen – New Counters
Chimney – Rebuild or Repair	Masonry – New
Code Repair Item	Masonry – Repair or Replace Tile Hearth
Column – Replace or Rebuild	Masonry – Repair or Repoint
Corbels/ Structural Brackets Replace or Repair	Masonry – Repoint Brick
Door – Repair or Replace Screen Door	Mechanical – Air Conditioning
Door – Hardware	Mechanical – Heating Unit
Door – New Basement Hatch Cover and Base	Mechanical – Ventilation – New Kitchen/Bath Fan & Duct Work
Door – Repair	Mechanical – Venting & Duct
Door – Replacement	Mechanical – Venting & Duct Work
Drain for Deck – Install & or Repair	Minor Painting and Exterior Repairs
Drainage Protection or Correction	Painting – Exterior
Dry-Rot Remove, Repair and or Replace	Painting – Interior
Electrical – Rewire or Install New Outlets	Painting – Removal of Lead Based Paint
Electrical – Complete Rewire and Service Upgrade	Painting – Exterior Trim
Electrical – Ground & Service Entry	Patio – Repair
Electrical – Install New Circuits	Plastering – Remove, Replace, or Refinish
Electrical – Lighting Fixtures	Plumbing – DWV, Drain, Waste & Vent
Electrical – New Service Lines to Garage	Plumbing – Fixtures
Electrical – Security Lighting and Alarm	Plumbing – Install new supply lines
Electrical – New Outlets	Plumbing – Install Sump Pump & Discharge Drain
Fence – Repair or New	Plumbing – Minor Repairs
	Plumbing – New Supply
	Plumbing – Service Lines

Minimum Standards and Conditions for Maintenance, Use and Preservation

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.

Maintenance (Section 17.62.330 Minimum Maintenance Requirements)

A. The owner, lessee or other person legally in possession of a listed historic resource shall comply with all applicable codes, laws and regulations governing the maintenance of property. Every historic resource shall be maintained in good repair by the owner or such other person who has legal possession or control thereof, in order to preserve the historic resource against decay and deterioration to the greatest extent practicable. It is the intent of this section to preserve from deliberate or inadvertent neglect the exterior features of listed historic resources and the interior portions thereof when such maintenance is necessary to prevent deterioration and decay of the exterior. Listed historic resources shall be preserved against such decay and deterioration and shall remain free from structural defects through prompt corrections of any of the following defects:

1. Façades that may fall and injure members of the public or damage property;
2. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;

3. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
4. Deteriorated, crumbling or loose exterior plaster.
5. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors;
6. Defective or insufficient weather protection for exterior wall covering, including lack of paint or other protective covering;
7. Any fault or defect in the building which renders it structurally unsafe or not properly watertight.

B. If the Commission has reason to believe that a historic resource is being neglected and subject to damage from weather or vandalism, the Commission shall direct the Planning Department to meet with the owner or other person having legal custody and control of the resource and to discuss with them the ways to improve the condition of the property. If no attempt or insufficient effort is made to correct any noted conditions thereafter, the Commission may, at a noticed public hearing, make a formal request that the Planning Department or other appropriate department or agency take action to require corrections of defects in the subject resource in order that such resource may be preserved in accordance with this article.

Mills Act Program Property Inspection Information

Initial Inspection:

If you are selected to participate in the Mills Act, County staff will complete an initial inspection of your property to document the current condition of the property. Photographs will be attached to the Historic Property Preservation Agreement (Mills Act Contract) as Exhibit B. The inspection will be scheduled at a time that is convenient for you and will include a walk-through of the residence and any accessory buildings as well as a general inspection of the property.

Periodic Inspection:

County staff may inspect your property periodically following submittal of your Annual Report to ensure that work has been completed in accordance with the Ten-Year Rehabilitation Plan and all County requirements. Exterior work that is easily visible from the street may be inspected without an appointment. Interior work will require an inspection appointment. Photographs will be taken as part of the inspection for inclusion in your file.

Application Review Process

1. Application Submittal

Planning Department staff receives the Mills Act program application and application processing fee.

2. Review for Completeness

County staff reviews all submitted application information for accuracy and completeness and may schedule a meeting with the applicant to discuss details of the proposed Restoration, Rehabilitation & Preservation Plan. When appropriate, staff deems the Mills Act program application complete.

3. County Tax Assessor Review

The County Assessor's Office will perform a calculation of the tax benefits to be received under the Mills Act program.

4. Site Visit

County staff arranges with applicant a time to visit the historic property site to review conditions.

5. Parks, Recreation and Historical Commission

Planning staff schedules the application for a Parks, Recreation and Historical Commission public meeting and prepares a report regarding a Certificate of Appropriateness for the proposed project.

6. Board of Supervisors

If the Parks, Recreation and Historical Commission approves a Certificate of Appropriateness, Planning staff schedules the application for Board of Supervisors consideration as a part of its consent calendar action. Staff prepares a report, including a draft Mills Act contract, with conditions as recommended by the Parks, Recreation and Historical Commission.

7. Contract Execution and Recordation

If approved by the Board of Supervisors, the County executes the contract and, within 20 days of approval, records it with the Alameda County Recorder's Office.

8. State Office of Historic Preservation Review

Within six months of Mills Act contract recordation with the Alameda County Recorder's Office, property owners are required to provide written notice to the State Office of Historic Preservation of the California Department of Parks and Recreation. The notification must state that the property owner has entered into a Mills Act contract with the County of Alameda. A copy of the notice must also be mailed to the Alameda County Planning Director.

Appendices

1. Sample Contract
2. Mills Act Application
3. Restoration, Rehabilitation and Preservation Plan
4. Annual Report
5. Notice of Non-renewal



RECORDING REQUESTED BY:

Clerk, Board of Supervisors
1221 Oak Street, Room 536
Oakland CA 94612

AND WHEN RECORDED MAIL TO:

Clerk, Board of Supervisors
1221 Oak Street Room 536
Oakland, CA 94612

HISTORIC PROPERTY PRESERVATION AGREEMENT (MILLS ACT CONTRACT)

THIS CONTRACT, made and entered into this ____ day of ___, 20___, by and between NAME, hereinafter referred to as "Owner" and the COUNTY OF ALAMEDA, a political subdivision of the State of California, hereinafter referred to as "County":

W I T N E S S E T H:

WHEREAS, Owner(s) possesses certain real property located within County and described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, California Government Code Section 50280, et seq. authorizes cities to enter into contracts with the owners of qualified historical property, as defined in Government Code Section 50280.1, to provide for the use, maintenance and restoration of such historical property so to retain its characteristics as property of historical significance;

WHEREAS, The Property is a listed historic resource as defined in Section 17.62.030 of the Alameda County Ordinance Code, and is a privately owned property which is not exempt from property taxation;

WHEREAS, The County and Owner desire to carry out the purposes of Sections 50280-50290 of the California Government Code and Sections 439-439.4 of the California Revenue and Taxation Code; and

WHEREAS, Both Owner and County desire to enter into a Agreement to preserve the Property so as to retain its characteristics of cultural, historical and architectural significance and to qualify the Property of an assessment of valuation pursuant to Section 1161 of the Revenue and Taxation code of the State of California.

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

1. CONTRACT SUBJECT TO THE MILLS ACT OF 1972.

This contract is made and entered into pursuant to the Mills Act of 1972 (Article 12, Government Code of California commencing with Section 50280) and is subject to all of the provisions thereof.

2. TERM OF CONTRACT.

This contract shall be effective as of the day and year first above written and shall remain in effect for a period of ten years therefrom; provided, however, each first day of January shall be the "annual renewal date" of the contract. This contract shall automatically be renewed on the first day of January next succeeding the date of the commencement hereof and on the first day of January of each year thereafter for an additional one-year period unless notice of nonrenewal is given as provided in paragraph 3. This contract shall be subject to an unlimited number of one-year extensions and each such one-year extension shall be added to the term thereof so as to commence immediately following the termination date or the termination date of the most recently added one-year extension, whichever is later in time.

3. NONRENEWAL.

(a) If either party desires in any year not to renew this contract, that party shall serve written notice of nonrenewal upon the other party in advance of the annual renewal date of this contract. Unless such written notice of nonrenewal is served by Owner at least 90 days prior to the renewal date, or by County at least 60 days prior to the renewal date, this contract shall be considered renewed as provided in paragraph 2 above.

(b) If either party serves written notice of nonrenewal in any year within the time limits of (a) above, this contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this contract, as the case may be.

4. NOTICE.

Any notice required to be given by the terms of this Agreement shall be provided by U.S. mail or hand delivery at the address of the respective parties as specified below or at any other address as may be later specified in writing by the parties hereto.

To County: County of Alameda
Community Development Agency
224 West Winton Avenue, Room 111
Hayward, CA 94544
ATTN: Secretary, Parks Recreation and Historical Commission

To Owner:

5. NO COMPENSATION.

Owner shall not receive any payment from County in consideration of the obligations imposed under this contract, it being recognized and agreed that the consideration for the execution of this contract is the substantial public benefit to be derived therefrom, and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the property on account of the restrictions on the use of the property contained herein.

6. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the property described in Exhibit "A" and shall be binding upon the heirs, executors, administrators, trustees, successors and assigns of Owner. This contract shall also be transferred from County to any succeeding County or county acquiring jurisdiction over the

property described in Exhibit "A". On the completion of annexation proceedings by a County, that County shall succeed to all rights, duties and powers of the County under this contract for that portion of the property described in Exhibit "A" annexed to the County, unless the County has filed, and had approved, a protest to the contract at the time of its execution as provided for in Section 50281 (b) (3) of the California Government Code.

7. CONDEMNATION.

In the event that property described in Exhibit "A" 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 Board of Supervisors to frustrate the purpose of the contract, such contract shall be canceled and no fee shall be imposed. Such contract shall be deemed null and void for all purposes of determining the value of the property so acquired.

8. VALUATION OF HISTORICAL PROPERTY.

During the term of this Agreement, Owner(s) are entitled to seek assessment of valuation of the Historical Property pursuant to the provisions of Section 439 et. seq. of the California Revenue and Taxation Code.

9. PRESERVATION/REHABILITATION AND MAINTENANCE.

During the term of this Agreement, the Property shall be subject to the following conditions, requirements and restrictions:

(a) Owner(s) agree to preserve/rehabilitate and maintain cultural, historical and architectural characteristics of the Property during the term of this Agreement as set forth in the attached schedule of improvements, which has been reviewed by the Parks Recreation and Historical Commission and approved by the Board of Supervisors (Exhibit B attached and made a part hereof). No demolition or other work may occur which would adversely impact the cultural, historical and architectural characteristics of the Property during the term of this Agreement.

(b) Owner shall preserve and maintain the Historic Property in accordance with the minimum standards and conditions for maintenance, use and preservation attached hereto as Exhibit "C", and incorporated herein by this reference.

(c) In any restoration or rehabilitation of the property required by subsections (a) and (b) of this paragraph 9, the Owner shall restore and rehabilitate the property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation of Historic Properties, the State Historical Building Code, and the County of Alameda to the extent applicable.

(d) Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County, State Department of Parks and Recreation, and State Board of Equalization as may be necessary to determine owner's compliance with the terms and provisions of this Agreement.

(e) Before undertaking the property maintenance required by subsection (a) of this paragraph 9 and the home improvements required by subsection (b) of this paragraph 9, Owner shall obtain all necessary building and planning permits to the extent required by local law, including but not limited to, a Certificate of Appropriateness as specified in Section 17.62.160 et seq.

10. CANCELLATION.

The County, following a duly noticed public hearing before the Board of Supervisors, as set forth in California Government Code Section 50285, may cancel this Agreement if it determines that Owner(s):

- (a) have breached any of the conditions of the Agreement;
- (b) have allowed the property to deteriorate to the point that it no longer meets the standards for being on the Alameda County Register of Historic Resources ; or
- (c) if the Owner(s) have failed to restore or rehabilitate the Property in the manner specified in paragraph 9 of this Agreement.

In the event of cancellation, Owner(s) shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280 et seq., described herein. Upon cancellation, Owner(s) shall pay a cancellation fee of twelve and one-half percent (12 ½%) of the current fair market value of the Property at the time of cancellation, as determined by the County Assessor as though the Property were free of any restrictions pursuant to this Agreement.

11. ENFORCEMENT OF AGREEMENT.

As an alternative to cancellation of the Agreement for breach of any condition as provided in paragraph 10, the County may, in its sole discretion, bring an action in court to enforce this Contract, including, but not limited to, an action to enforce this Contract by specific performance or by injunction. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in Alameda County Ordinance Code Chapter 17.62 are available to the County to pursue in the event that there is a breach of this Agreement.

In the event of a default, under the provisions of this Agreement by the Owners, County shall give written notice to Owners by registered or certified mail. If such a violation is not corrected to the reasonable satisfaction of County within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days provided that acts to cure the breach or default may be commenced within (30) days and must thereafter be diligently pursued to completion by Owners, then County 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 Owners growing out of the terms of this Agreement, apply to any violation by Owners or apply for such other relief as may be appropriate.

12. INDEMNIFICATION.

Owner shall indemnify, defend (with counsel reasonably acceptable to County) and hold harmless the County of Alameda, and all of its boards, commissions, departments, agencies, agents, officers, and employees (individually and collectively, the "County") from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively called "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitation: i. any accident, injury to or death of a person, loss of or damage to property occurring in or about the Property; ii. the use or occupancy of the Property by Owner, its Agents or Invitees; iii. the condition of the Property; or iv. any construction or other work undertaken by Owner on the Property.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants and experts and related costs and County's cost of investigating any Claims. Owner shall defend the County from any and all Claims even if such Claim is groundless, fraudulent or false. Owner's obligations under this Paragraph shall survive termination of this Agreement.

13. **GOVERNING LAW.**

This Agreement shall be construed and enforced in accordance with the State of California.

14. **AMENDMENTS.**

This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

15. **NO WAIVER.**

No failure by the County to insist on the strict performance of any obligation of Owner under this Agreement or to exercise any right, power or remedy arising out of a breach hereof, shall constitute a waiver of such breach or of County's right to demand strict compliance with any terms of this Agreement. No acts or admissions by County, or any agent(s) of County, shall waive any or all of County's right under this agreement.

16. **SEVERABILITY.**

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **RECORDING**

No later than 20 days after execution of this Agreement, the County shall record a copy of the Agreement and provide proof of such to the Owner.

18. **NOTICE TO STATE OFFICE OF HISTORIC PRESERVATION**

The Owner shall provide written notice of the Agreement to the State Office of Historic Preservation within six (6) months of the date of this Agreement, and provide County with a copy of such notice.

19. **GENERAL PROVISIONS**

None of the terms provisions or conditions of this Agreement shall be deemed to create a partnership 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.

20. **ATTORNEY'S FEES**

In the event legal proceedings are brought by any party or parties hereto, 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 its reasonable attorney's fees in addition to court costs and other relief ordered by the court.

ATTEST: CRYSTAL HISHIDA GRAF

Clerk of the Board of Supervisors

APPROVED AS TO FORM
DONNA ZIEGLER, County Counsel

BY _____
Deputy

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board _____; and that a copy has been delivered to the President as provided by Government Owner Code Section 25103.

Attest: _____
CRYSTAL K. HISHIDA, Clerk, Board of Supervisors, County of Alameda, State of California

BY: _____

COUNTY OF ALAMEDA

President, Board of Supervisors

Print Name

Owner Sign Name

Print Name

Owner Sign Name

Print Name

Owner Sign Name

Print Name

Owner Sign Name

EXHIBITS

- A. Legal description of the property including a copy of the Assessor's parcel map.
- B. Restoration, Rehabilitation and Preservation Plan (includes cost estimates, supporting documents, photographs showing the current condition of the property and areas of concern)
- C. Minimum Standards and Conditions for Maintenance, Use and Preservation



Alameda County
COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

Offices: 224 West Winton Avenue, Room 111, Hayward, CA 94544
Permit Center: 399 Elmhurst Street, Room 141, Hayward CA 94544
Ph: (510) 670-5400 Fax: (510) 785-8793
www.acgov.org/cda/planning

Application Received

By: _____ Date: _____
Application # _____

MILLS ACT CONTRACT APPLICATION

(Applications are accepted between January 1 and March 31st of each year)

Property Owner(s)

List all property owners and current mailing addresses. Names should appear in the same form that they are shown on deeds and other title documents. If the owner is other than an individual or individuals, identify those persons authorized to enter into a binding agreement for the property, and, as an attachment to the application, include a copy of the document establishing that authority. (Use additional pages if necessary to list all owners.)

Property Owner/Agent		
Street Address		
City	State	Zip
Email	Daytime Phone	

Property Owner/Agent		
Street Address		
City	State	Zip
Email	Daytime Phone	

Property Owner/Agent		
Street Address		
City	State	Zip
Email	Daytime Phone	

Property Description

Property Address/Location	
Current Land Use	Original Land Use
General Plan Designation	Date of Construction
Present Zoning	Assessor's Parcel No
Date Listed on the Alameda County Register*	Register Number

Property Tax Information

Current Property Taxes	Annual Gross Income	Annual Net Income
Annual Expenses (Insurance, Utilities, Repairs)		

*-Properties Must be listed by December 31 of the prior year

The following items are required for a complete application; incomplete applications will not be accepted

- Attach a check made payable to the County of Alameda for \$500.00
- Attach a description of the historical characteristics of the property. Excerpts from the documents supporting listing of the property on the Alameda County Register of Historical Resources may be used for this purpose. Include current 4"x6" color photos of all elevations and character defining features of the structure and any outbuildings.
- Attach a description of any alterations/additions/modifications that have been completed on the structure(s).
- Attach a preliminary title report, including a legal description of the property.
- Attach a copy of the Assessor's parcel map of the property
- Attach paperwork that establishes authority of signer(s) if property is held in a Trust, Corporation or Partnership.
- Attach a Restoration, Rehabilitation and Preservation Plan
- Attach photographs showing the areas that will be addressed over the ten year period.

Signature(s) and Certifications

To the Board of Supervisors of the County of Alameda, California:

I (we) hereby request the Board to consider and take the necessary action to establish a Mills Act Contract for our property pursuant to California Government Code Section 50280, et seq., and Section 17.62.310 of the Alameda County Ordinance Code.

It is my (our) intent to enter negotiations for said contract.

Property Owner/Agent

Date

Property Owner/Agent

Date

Property Owner/Agent

Date

ADDITIONAL INFORMATION:

For information about assessments, taxes and/or parcel numbers, call or visit:

Alameda County Assessor
Administration Building
1221 Oak Street, Room 145
Oakland, CA 94612
Telephone: (510) 272-3787

For information about the County's Historic Preservation Program please visit
http://www.acgov.org/cda/planning/generalplans/historic_preservation.htm



Alameda County
**COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT**
Offices: 224 West Winton Avenue, Room 111, Hayward, CA 94544
Permit Center: 399 Elmhurst Street, Room 141, Hayward CA 94544
Ph: (510) 670-5400 Fax: (510) 785-8793
www.acgov.org/cda/planning

MILLS ACT - RESTORATION, REHABILITATION AND PRESERVATION PLAN

General Information

Please provide explanation of the manner in which the proposed contract will promote preservation of the historic property over the next ten years. Applications will not be processed if it cannot be demonstrated that the tax savings will be invested in the historic property. A Restoration, Rehabilitation and Preservation Plan is required for the processing of the Mills Act program application. At a minimum, the Restoration, Rehabilitation and Preservation Plan must include the following:

1. A tentative schedule of restoration and maintenance activities to be undertaken consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (or those that have been completed for historical designation) that ensures the continued historical characteristics of the structure remain in good repair.
2. For all work to be completed during the first ten years of the contract, cost estimates must be provided. (Cost estimates are subject to verification by County staff.)
3. Plans, drawings, material samples, brochures, etc. as needed to depict the location and characteristics of all proposed work.
4. Additional information may be required during the review process for clarification.

Please fill in the table below by indicating the year in which the work will be done, the type of work proposed, a detailed description of the work, and the estimated cost of the work. You may attach additional sheets as needed.

PROPERTY ADDRESS: _____

ITEM #	YEAR	DESCRIPTION OF WORK	ESTIMATED COST
1			
2			
3			
4			
5			
6			
7			

ITEM #	YEAR	DESCRIPTION OF WORK	ESTIMATED COST
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			



Report Received	
By: _____	Date: _____
Contract # _____	

Contact Information

Property Details

[illegible]

Comments / Suggestions (attach additional sheets if necessary):

REQUIRED ATTACHMENTS:

- Copies of receipts for all required expenditures and building permits;
- Photographs for all work performed on the property during the last year, whether included in the required expenditures or not;
- Photographs of the site and exterior of property;
- Copies of the applicable property tax statements

Signature(s)

Property Owner/Agent

Date

Property Owner/Agent

Date

Property Owner/Agent

Date

ADDITIONAL INFORMATION:

For information about assessments, taxes and/or parcel numbers, call or visit:
Alameda County Assessor, Administration Building, 1221 Oak Street, Room 145, Oakland, CA 94612
Telephone: (510) 272-3787



NOTICE OF NON-RENEWAL OF MILLS ACT CONTRACT
(Government Code § 50282(a))

If it is your intention **NOT** to renew your Mills Act Contract you must complete this document and the attached "Notice of Non-renewal of Land Conservation Contract" and return to the **Clerk, Board of Supervisors, 1221 Oak Street, Room 536, Oakland, CA 94612, no later than October 2, of this year.** If your documents are complete and filed timely, your non-renewal will become effective the following January 1. Please file **one original and one copy** of each of these two (2) forms.

Contact Information		
Please provide the contact information of the person filing out this form.		
Name		
Street Address		
City	State	Zip
Email	Daytime Phone	

Property Details
Property Address/Location
Assessor's Parcel No

Your "Notice of Non-renewal" will be recorded and requires the **notarized signature(s) of all current owners.** If these forms are received **after October 2nd**, or are incomplete as of October 2nd, the non-renewal will be effective beginning the second January 1st after the date received.

Note: These forms will **NOT** be considered to be filed with the Clerk of the Board of Supervisors until **ALL** information requested has been supplied and is deemed complete. Most of the information is available from contracts, title reports and deeds. You may also contact the Assessor's Office to verify Assessor Parcel Number(s), etc. or for past-recorded information.

Return completed forms to: Clerk, Board of Supervisors Office, 1221 Oak Street, Suite 536, Oakland, CA 94612

FOR CLERK'S USE ONLY

Receipt of this notification is hereby acknowledged:

By: _____ Date: _____

RECORDING REQUESTED BY
Alameda County Clerk of the Board
1221 Oak Street Room 536
Oakland CA 94612

AND WHEN RECORDED, MAIL TO:
Alameda County Clerk of the Board
1221 Oak Street Room 536
Oakland CA 94612

Re: Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF NONRENEWAL

NOTICE is hereby given to the County of Alameda or the following named landowner(s) that the Land Conservation Contract described below will not be renewed as of January 1, _____.

MILLS ACT CONTRACT NO. _____

ASSESSOR'S PARCEL NO. _____

OWNER(S): (Original owner(s) and ALL current owners must be listed - **type/print clearly**)

a. Original Owner(s) _____

b. Current Owner(s) _____

SIGNATURES: The **notarized signature** and mailing address of each of the above current owners must be included. Use additional pages if necessary

Date: _____ / _____
Signature Print Name

Date: _____ / _____
Signature Print Name

Date: _____ / _____
Signature Print Name

Date: _____ / _____
Signature Print Name

This document must be notarized by a Notary Public

President, Alameda County Board of Supervisors

ATTEST: Alameda County Clerk of the Board

Print Name of President

Print Name of Clerk