



Electronically
Recorded in Official Records
San Bernardino County

Bob Dutton
Assessor-Recorder-County Clerk

RECORDING REQUESTED BY:
CITY OF REDLANDS
DEVELOPMENT SERVICES DEPT.
P.O. BOX 3005
REDLANDS, CA 92373

DOC#

Titles: 1 Pages: 16

Fees	\$0.00
Taxes	\$0.00
CA SB2 Fee	\$0.00
Total	\$0.00

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005 REDLANDS, CA 92373

**FEES NOT REQUIRED
PER GOVERNMENT CODE
SECTION 6103**

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

HISTORICAL PROPERTY CONTRACT BY AND BETWEEN THE CITY OF REDLANDS AND _____ FOR THE PRESERVATION AND BENEFIT OF THE HISTORIC RESOURCE AND CONTRIBUTING STRUCTURES ON PROPERTY LOCATED AT _____ AVENUE

THIS HISTORICAL PROPERTY AGREEMENT ("Agreement") is made and entered into this day of _____, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and _____, each as individual (together, "Owner"). City and Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

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

WHEREAS, Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at _____, Redlands, California, 92373 (the "Property") which is more particularly described in the grant deed attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, on October 3, 1989, the East Fern Avenue Historic and Scenic District was designated by the Redlands City Council as a local historic district, for which the Property was included as having contributing structures; and

WHEREAS, City and Owner, for their mutual benefits, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of

section 439 et seq. of the Revenue and Taxation Code pursuant to the Rehabilitation/Restoration/Maintenance Plan ("Plan") attached hereto as Exhibit "B," and which is incorporated herein by this reference;

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

Section 1. Recordation Date and Term. This Agreement shall become effective on the date it is recorded ("Recordation Date"). Each year during the term of this Agreement, on the anniversary of the Recordation Date ("Renewal Date"), one (1) year shall automatically be added to the Term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew this Agreement, Owner or City shall serve written notice of nonrenewal of this Agreement on the other Party in advance of the annual Renewal Date. Unless such notice is served by City to Owner at least ninety (90) days prior to the annual Renewal Date, or such notice is served by Owner to City, one (1) year shall automatically be added to the Term of this 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 this Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, this Agreement shall remain in effect for the balance of the Term then remaining, either from its original execution or from the last renewal of this Agreement, whichever may apply.

Section 2. Standard for Historical Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements, and restrictions:

A. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the minimum standards and conditions for maintenance, use, and preservation of the Property as set forth in the Plan attached hereto as Exhibit "B."

B. Owner shall restore and rehabilitate the property according to the Plan, the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and the California Historical Building Code in accordance with Exhibit "C" which is attached hereto and incorporated herein by this reference.

C. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the San Bernardino County Assessor, State Board of Equalization, and City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

D. Owner shall expend one hundred percent (100%) of the property tax savings recognized by Owner during the Term of this Agreement to finance the preservation, maintenance, rehabilitation, and improvement of the Property. Owner shall maintain records and documentation of such property tax savings and expenditures and shall provide annually a written accounting to City. City shall have the right to audit Owner's property tax records and expenditures for the purposes of ensuring Owner's compliance with the requirements of this subsection D.

Section 3. Provision of Information of Compliance. Owner shall furnish City with any and all information requested by City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

Section 4. Office of Historic Preservation. City shall provide written notice of this Agreement to the State Office of Historic Preservation within one (1) month of City's approval of this Agreement.

Section 5. Cancellation. City, following a duly noticed public hearing as set forth in Government Code section 50280, may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the Property to deteriorate to the point that it no longer meets the standards for a Historic Resource or Contributing Structure. City may also cancel this Agreement if it determines that Owner has failed to restore or rehabilitate the Property in the manner specified in subparagraph 3(b) of this Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. In the event of cancellation of this Agreement by City, Owner shall pay the State of California 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 San Bernardino County Assessor without regard to any restrictions of the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of Government Code 50286(b).

Section 6. Enforcement of Agreement. In lieu of and/or in addition to any provisions permitted cancellation of this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of City 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 must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), 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 pursuant to 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 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 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 of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

Section 7. Binding Effect of Agreement.

A. Owner hereby voluntarily subjects the Property to the covenants, reservation 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 Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restriction are set forth in such contract, deed or other instrument.

B. 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 rendered less valuable 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 Owner.

Section 8. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

To City: City Clerk
 City of Redlands
 P.O. Box 3005
 Redlands, CA 92373
 jdonaldson@cityofredlands.org
 (909) 798-7531

To Owner:

Section 9. General Provisions.

A. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the Parties and any of their heirs or 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 shall hold City and its elected and appointed officials, officers, employees, and agents harmless from any and all liability for damage or claims for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use of operations of Owner or those of Owner's contractors, subcontractors, agents, employees, or other persons acting on the Owner's behalf which relate to the use, operation and maintenance of the Property. Owner shall defend and indemnify City and its elected and appointed 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 provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of operations referred to in this Agreement whether or not 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, and their successors and assigns of the Property, whether by operation of law or in any manner whatsoever.

D. In the event any action or proceeding is commenced by any party 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, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to fees incurred by a Party for in-house counsel, and 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 in accordance with and governed by the laws of the State of California.

Section 10. Recordation. No later than twenty (20) days after City's approval of this Agreement, City shall cause this Agreement to be recorded in the Office of the Recorder of the county of San Bernardino.

Section 11. Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

CITY OF REYNOLDS

OWNER:

Paul T. Barich, Mayor

ATTEST:

OWNER:

~~Jeanne~~ Donaldson, City Clerk

EXHIBIT "A"
GRANT DEED

EXHIBIT "B"
REHABILITATION/RESTORATION/MAINTENANCE PLAN

EXHIBIT "C"
SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION

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 historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature 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 archeological 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 such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.