

2013-167591

**EXEMPT FROM RECORDING FEE
Pursuant to Government Code 6103**

County
1:46 pm 12/12/13 AG Fee: NO FEE
Count of Pages 40
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder



<p>RECORDING REQUESTED BY:</p> <p>CITY CLERK'S OFFICE CITY OF SAN MATEO 330 W. 20TH AVENUE SAN MATEO, CA 94403</p> <p>WHEN RECORDED MAIL TO:</p> <p>CITY CLERK CITY OF SAN MATEO 330 WEST 20TH AVENUE SAN MATEO, CA 94403</p>	<p>THIS SPACE FOR RECORDER'S USE ONLY</p>
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TITLE OF DOCUMENT

Historic Property Preservation Agreement
353 N. Claremont Street, San Mateo

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:
Office of the City Attorney
City of San Mateo, California

When Recorded, Mail to:
Office of the City Clerk
City of San Mateo
330 W. 20th Avenue
San Mateo, CA 94403-1388

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this 10th day of December, 2013, ("Effective Date"), by and between Brian Skinner and Patricia McDaniel, owners of certain real property located at 353 N. Claremont Street, San Mateo, CA 94401 ("OWNERS") and the City of San Mateo, California, a chartered California municipal corporation with its primary business address at 330 W. 20th Avenue, San Mateo, California 94403 ("CITY"). CITY and OWNERS may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. **Recitals.**

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNERS possess fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2013 San Mateo County Property Tax Rolls as Assessors' Parcel Number 032-203-060, and generally located at the street address 353 N. Claremont Street, in the City of San Mateo ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Att 1 Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of San Mateo Historic Resources Inventory list. OWNERS submitted a Mills Act Proposal to the City on July 5, 2013. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Att 1 Exhibit B".

(4) On July 17, 1990, the City Council of the City of San Mateo adopted Resolution No. 77 (1990) adopting the City of San Mateo General Plan thereby identifying all "individually eligible" and "contributor" historic structures based on the 1989 city of San Mateo Historic Building Survey Final Report.

(5) The property at 353 N. Claremont (the Vollers House) is identified as an "individually eligible" building in the General Plan.

ORIGINAL

(6) OWNERS have submitted to the City a draft National Register of Historic Places Nomination form, marked as "Att 1 Exhibit C" which indicates that the Vollers House meets the National Register Criteria as the property embodies the distinctive characteristics of a type, period or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

(7) CITY and OWNERS, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement.**

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

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement 12/10/13 and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, (hereinafter referred to as the "renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNERS or CITY desires in any year not to renew the Agreement, OWNERS or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNERS to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNERS at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNERS may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNERS of nonrenewal. If either CITY or OWNERS serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNERS shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto, marked as "Att 1 Exhibit D" and incorporated herein by reference, is a list of minimum standards and conditions for maintenance, use and preservation of the Historic property, which shall apply to such property throughout the term of this Agreement. The Secretary of the Interior's Standards for Rehabilitation, " marked as "Att 1 Exhibit E" to this agreement, and incorporated herein by this reference, contains a related list of minimum

standards and conditions and approach for the maintenance, use, and preservation of the Historic Property, which shall also apply to such property throughout the term of this Agreement.

(b) OWNERS shall, when necessary restore and rehabilitate the property to conform 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 Standards for Rehabilitation and the California Historical Building Code.

(c) OWNERS shall not make any property improvements without the approval of the City. All exterior modifications shall typically require the approval of a staff-level Site Plan and Architectural Review as well as any necessary building permits when required.

(d) OWNERS shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNERS' continued compliance with the terms of this Agreement. OWNERS acknowledge that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(e) OWNERS agree to submit property for nomination to the National Register of Historic Places within three (3) months of the effective date of this contract.

(4) Provision for Information.

(a) OWNERS hereby agree to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNERS to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNERS compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNERS and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

- (i) the OWNERS breached any of the terms or conditions of this Agreement; or
 - (ii) the OWNERS have allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.
- (b) CITY may also cancel this Agreement if it determines that the OWNERS have failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNERS shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNERS may bring an action in court to enforce the Agreement.

(6) **Enforcement of Agreement.**

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNERS if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) **Binding Effect of Agreement.**

(a) The OWNERS hereby subjects the Historic Property described in "Att 1 Exhibit A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNERS 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 OWNERS successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, 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.

(b) CITY and OWNERS 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 OWNERS' legal interest in the Historic Property.

(c) CITY and OWNERS 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 Historic Property for the benefit, which includes, but is not limited to the benefit to the public street generally located at 353 N. Claremont Street, CITY, public, and OWNERS.

(8) **Notice.**

(a) 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.

CITY: City of San Mateo
Attn: City Clerk
330 W. 20th Avenue
San Mateo, CA 95050

OWNERS: Brian Skinner
Patricia McDaniel
353 N. Claremont Street
San Mateo, CA 94401

(b) Within three (3) days of entering a contract for sale of the Historic Property OWNERS shall give notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(9) **No Partnership or Joint Enterprise Created.** None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(10) **Hold Harmless and Indemnification.** To the extent permitted by law, OWNERS agrees to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNERS shall become legally liable arising from OWNERS acts, errors, or omissions with respect to or in any way connected with the prosecution of the work performed by OWNERS pursuant to this Agreement.

(11) **Attorneys' Fees.** 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 or mediator, in addition to costs and other relief ordered by the court.

(12) **Restrictive Covenants Binding.** 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 pursuant to this Agreement.

(13) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- c. the Mills Act Historic Property Contract filing fee pursuant to paragraph 16.

(14) **Mills Act Historic Property Contract Approval.** Based upon the Community Development Department and the City Attorney's review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNERS. The decision of the City Council shall be final and conclusive in the matter.

(15) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of San Mateo.

(16) **Fees.** The Community Development Department may collect such Mills Act Historic Property Contract application fee of \$1,422 (one thousand four hundred and twenty two dollars). This fee has been paid. Other fees for the administration of this contract at this time are for the cost for City inspection of the property every five (5) years which are related to the Mills Act Program. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNERS shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the Historic Resources Inventory form for the property. OWNERS shall also pay any fee required with the State Office of Historic Preservation necessary for the processing of the National Register nomination form.

(17) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Community Development determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(18) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules,

regulations, and standards to protect the health, safety, welfare, and property of the OWNERS or occupants of the Historic Property or the public.

(19) Conservation

(a) The OWNERS, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(b) It shall be the duty of the Director of Community Development to enforce this section.

(20) Severability. If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNERS hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(21) Integrated Agreement - Totality of Agreement. This Agreement embodies the agreement between CITY and OWNERS and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(22) Captions. The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(23) Statutes and Law Governing Contract. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(24) Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

PA 13-040, Vollers House Mills Act Contract

Legal Description of the Property

August 12, 2013

The San Mateo County Assessor's Parcel Number of the property is 032-203-060.

The street address of the property is 353 N Claremont St, San Mateo, CA 94401.

The current legal description of the property is:

Lot 10 in Block 23, as designated on the map entitled, "Map of the Subdivision of Blocks in the Western Addition to the Town of San Mateo", which map was filed in the office of the Recorder of the County of San Mateo, State of California on April 12, 1889 in Book "D" of Maps at Page 48 and a copy entered in Book 1 of Maps at Page 52. Excepting therefrom the Southwesterly 15 feet as conveyed to Southern Pacific Railroad Co a corp by Deed for Amelia M. Vollers dated July 29, 1901 in Book 85 of Deeds at Page 358, records for San Mateo County, California.

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

HISTORIC RESOURCES INVENTORY

Ser. No. _____
 HABS _____ HAER _____ Loc _____ SHL No. _____ NR Status 3
 UTM: A _____ C _____
 B _____ D _____
10/560940 / 4158590

IDENTIFICATION

1. Common name: _____
2. Historic name: _____
3. Street or rural address: 353 N. Claremont
 City: San Mateo Zip: 94401 County: San Mateo
4. Parcel number: 032-203-060
5. Present Owner: Christopher & Marsha Doyle Street: _____
 City: _____ Zip: _____ Owner is: Public _____ Private X
6. Present Use: residential Original Use: residential

DESCRIPTION

- 7a. Architectural style: Queen Anne
- 7b. Describe present physical appearance:

Many distinguishing characteristics of the Queen Anne are exhibited in this one and a half story house. It has a steeply pitched roof with a lower cross gable and a gable end dormer. A full shed roof over the front porch is supported by turned columns with decorative brackets. The porch rail is made up of curved boards, horizontal members, and small balusters. The front projecting wing with its rectilinear, three-sided bay displays many decorative panels above and between the windows. Bay windows are sash with smaller panes of glass alternating with larger ones around the upper window. Other windows are simple sash. The front door has decorative flat molding and flat hood molding above. The foundation is wood. While the house does not appear to have any major alterations, it is in poor condition. Nevertheless, it is one of the more richly ornamented Queen Anne style houses left in San Mateo.



Construction date:
 Estimated 1895 Factual _____
 Architect: none
 Builder: unknown
 Approx. property size (in feet)
 Frontage 50' Depth 228'
 or approx. acreage _____
 Date(s) of enclosed photograph(s)
APRIL 1989

13. Condition: Excellent _____ Good _____ Fair _____ Deteriorated X No longer in existence
14. Alterations: _____
15. Surroundings: Open land _____ Scattered buildings _____ Densely built-up X
 Residential X Industrial _____ Commercial _____ Other: _____
16. Threats to site: None known _____ Private development _____ Zoning X Vandalism _____
 Public Works project _____ Other: _____
17. Is the structure: On its original site? X Moved? _____ Unknown? _____
18. Related features: _____

SIGNIFICANCE

19. State Historical and/or architectural importance:

This house is an excellent example of the exuberant Victorian style know as "Queen Anne". San Mateo has few houses such as this one, which display the full range of confusion and visual excitement so often seen in the style.

20. Main theme of the historic resource:

Architecture X Arts & Leisure _____
 Econ./Indust. _____ Explor./Settlement _____
 Government _____ Military _____
 Religion _____ Social/Education _____

21. Sources

City Directories 1922
 Sanborn Maps 1901-1928

22. Date form prepared: JULY 1989
 By (name): L. WICKERT
 Organization: SMCHA
 Address: 1700 W. HILLSDALE BLVD.
 City: SAN MATEO Zip: 94070
 Phone: (415) 574-6441

Location sketch map

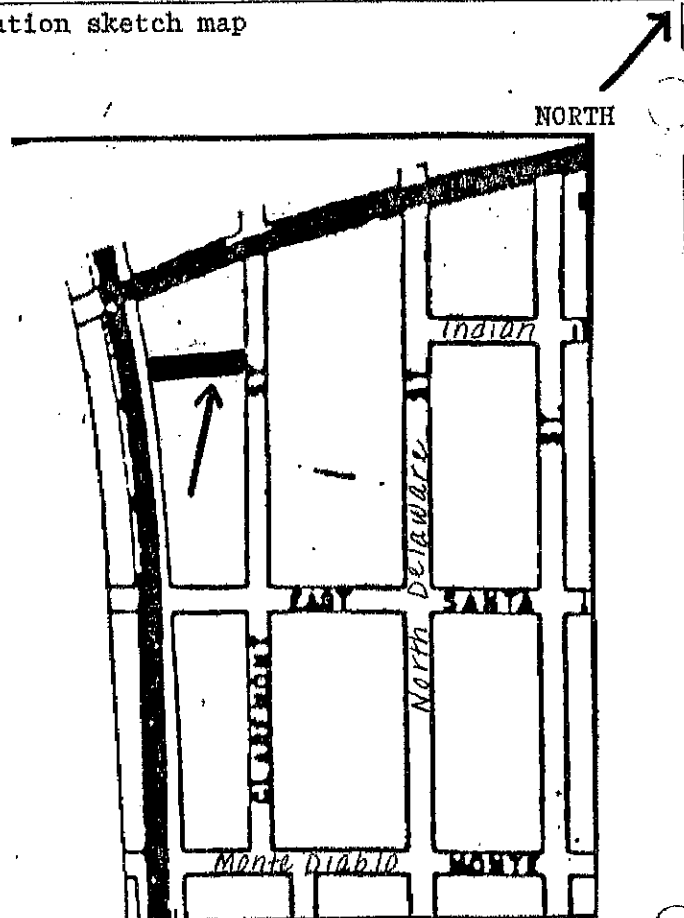


EXHIBIT D
Historic Property Preservation Agreement
Property Maintenance

GENERAL. All buildings, structures, yards and other improvements shall be maintained in a manner which does not detract from the appearance of the immediate neighborhood or the historic nature of the property. The following conditions are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
2. Scrap lumber, junk, trash or debris;
3. Abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
4. Stagnant water or excavations, including pools or spas;
5. Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location;
6. Any public nuisance as defined in Title 7 of the City of San Mateo Municipal Code.

MAINTENANCE OF PROPERTY. The owner shall not permit the historic property to fall in a state of disrepair so as to result in deterioration of any architectural or open space feature affecting the historic character of the property. All plantings shall be maintained in a healthy growing condition and whenever necessary, replaced with equivalent plant materials to ensure the continued historical significance of the property.

The historic property shall also remain free of the following defects:

1. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;
2. Members of ceilings, roofs, ceiling or roof supports or other horizontal members which sag, split or buckle;
3. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors;
4. Defective or insufficient weather protection for exterior wall covering, including lack of paint, stain, water sealant or other protective covering;
5. Weeds, litter or debris in landscaped areas;
6. Any deterioration or property defect which creates a hazardous or unsafe situation.

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR
REHABILITATING HISTORIC BUILDINGS

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.