


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL



for Glen R. Googins
City Attorney

Dated: 12/1/15

MILLS ACT AGREEMENT
BETWEEN
THE CITY OF CHULA VISTA AND
MAX VOIGTRITTER AND BRENDA VOIGTRITTER
ASSESSOR PARCEL NO. 575-031-22-00,
88 K STREET, CHULA VISTA, CALIFORNIA 91911

Recording Requested by and
Please Return to:

City Clerk
City of Chula Vista
P.O. Box 1087
Chula Vista, CA 91910



This Space for Recorder's Use Only



APN(s) 575-031-22-00

MILLS ACT AGREEMENT

For property located at 88 K Street, Chula Vista, CA 91911

THIS MILLS ACT AGREEMENT (Agreement) is entered into by and between THE CITY OF CHULA VISTA, a municipal corporation (City) and Max Voigtritter and Brenda Voigtritter (Owners).

RECITALS

WHEREAS, California Government Code Section 50280 *et seq.*, referred to as the Mills Act, authorized cities to enter into contracts with the owners of qualified historical properties to provide for the use, maintenance, and restoration of such historical properties so as to retain their characteristics as properties of historical significance.

WHEREAS, Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, Assessor Parcel No. 575-031-22-00, and generally located at the street address 88 K Street, Chula Vista, California, 91911.

WHEREAS, the Historic Preservation Commission declared and designated the above property, excluding the non-historical detached garage with workroom, and accessory second dwelling unit, as Historic Site #102, pursuant to Chula Vista Municipal Code Section 21.04.100.

WHEREAS, City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of Historic Site # 102 and to qualify Historic Site # 102 for an assessment of valuation pursuant to the provisions of Article 1.9, (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code (as amended from time to time).

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, City and Owner agree as follows:

1. Compliance with Council Policy. Owner shall comply with Council Policy Number 454-01 incorporated herein by this reference.
2. Standards for Historical Site. During the term of this Agreement, the Historic Site shall be subject to the following conditions, requirements, and restrictions:
 - a. Owner shall preserve and maintain the regulated characteristics of historical significance of the Historic Site, and, where necessary and feasible, restore and rehabilitate the property, in accordance with the rules and regulations published by the Secretary of the Interior and as amended from time to time (Attachment A). Work shall be done in accordance with the attached schedule of potential home improvements, drafted by the Owner (Attachment B).
 - b. Owner shall maintain all buildings, structures, yards and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:
 - i. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows;
 - ii. Scrap lumber, junk, trash or debris.
 - iii. Abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
 - iv. Stagnant water or excavations, including pools or spas;
 - v. Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.
 - c. Owner shall allow reasonable periodic examination of the Historic Site, by prior appointment, if a request is made by representatives of the City of Chula Vista Planning Department, County Assessor, State Department of Parks and Recreation or the State Board of Equalization.
 - d. Owner shall allow visibility of the exterior of the structure from the public right-of-way.
 - e. Should Owner apply to the City for a permit for demolition, substantial exterior alteration or removal of the Historic Site, Owner shall attend and participate in a scheduled hearing regarding such application before the board or commission designated by the City Council to oversee the City's historic resources and the City Council prior to the issuance of such permit.
 - f. Notwithstanding the foregoing subparagraph 2.e, should Owner apply to the City for a permit for the demolition, substantial exterior alteration or removal of the Historic Site, Owner shall comply with all City and State of California environmental regulations, policies and requirements prior to City issuance of the requested permit, if any.

3. Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by the City which the City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.
4. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, *et seq.*, may cancel this Agreement if it determines that Owner has breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the City's or State's standards for a qualified historic property. In addition, City may cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 2(a) of this Agreement, or has demolished, substantially altered or removed the historic site. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50286.
5. Enforcement of Agreement. In lieu of and/or in addition to any provisions related to cancellation of the 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 will 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 the City 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 growing out of 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 of law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic sites are available to the City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
6. Binding Effects of Agreement. The Owner hereby subjects the Historic Site to the covenants, reservations and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Site. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Site, 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 restriction are

set forth in such contract, deed, or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein, touch and concern the land, in that Owner's legal interest in the Historic Site 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 historical characteristics and significance of the Historic Site for the benefit of City, the public, and Owner.

7. Effective Date and Term of Agreement. This Agreement shall be effective and commence on December 15, 2015 (but no earlier than approval of the Agreement by the City Council), and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in paragraph 8 below.
8. Renewal. Each year on the anniversary of the effective date of this Agreement (the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of non-renewal 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 non-renewal on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of non-renewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of non-renewal. If either City or Owner serves notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.
9. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by either party.

To City: City of Chula Vista
 Attention: Development Services Director
 276 Fourth Avenue
 Chula Vista, CA 91910

To Owner(s): Max and Brenda Voigtritter
 88 K Street
 Chula Vista, CA 91911

10. 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, successors, or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.
 - b. Approval of this request shall not waive compliance with any sections of Title 19 (Zoning) of the Municipal Code, nor any other applicable City Ordinances
 - c. Owner agrees to and shall hold City and its elected officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use of operations of Owner or those of his or her contractor, subcontractor, agent, employee or other person acting on his or her behalf which relate to the use, operation, and maintenance of the Historic Site. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reasons of Owner's activities in connection with the Historic Site. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Historic Site.
 - d. 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 Historical Site, whether by operation of law or in any manner whatsoever.
 - 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 effected thereby.
 - f. This Agreement shall not take effect unless and until Owner's signature is notarized by a notary public. Furthermore, if an agent or representative of Owner signs this Agreement on behalf of Owner, the agent or representative must furnish proof, to the satisfaction of City, that the agent or representative has authority to act on Owner's behalf.
 - g. This Agreement shall be construed and governed in accordance with the laws of the State of California.
11. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of San Diego.
 12. Amendments. This Agreement may be amended only by a written and recorded instrument executed by the parties hereto.

13. Attorney 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 in this Agreement, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
14. Bargaining Power. This agreement has been agreed to by the parties only after negotiations between City and Owner(s), both of which were represented by counsel or had the ability to be represented by counsel but declined to do so. Accordingly, this agreement shall not be construed as if it had been prepared only by City or Owner(s), but rather as if both City and Owner(s) had prepared the same.
15. Counterparts. This Agreement may be signed in one or more counterparts, each such counterpart shall be considered as part of and the same document as all other related counterparts.

[Remainder of Page Intentionally Left Blank]

**SIGNATURE PAGE TO MILLS ACT AGREEMENT FOR
88 K Street, Chula Vista, CA 91911**

CITY OF CHULA VISTA

Approved:

Mary Casillas Salas, Mayor

Attest:

Donna Norris, City Clerk

Approved as to form:

Glen R. Googins, City Attorney

**OWNER(S) OF RECORD for
88 K Street, Chula Vista 91911**

Brenda J. Vejtus
(Notarized Signature)

[Signature]
(Notarized Signature)

OWNERS PLEASE HAVE NOTARY PUBLIC ATTACH A SEPARATE PROOF OF
NOTARY PAGE WITH SIGNATURE AND SEAL.

SEE ATTACHED DOCUMENT

ATTACHMENT "A"

SECRETARY OF THE INTERIOR STANDARDS FOR RESTORATION AND REHABILITATION OF HISTORIC STRUCTURES

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 alterations 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.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

On 12-4-15 before me, Kyle Xavier Campa Notary Public
Date Here Insert Name and Title of the Officer

personally appeared MAX Ernst Voigtritter and
Brenda Jean Voigtritter
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Signature Page to Mills Act Agreement Form
Document Date: 12-4-15 Number of Pages: 13
Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: MAX E. Voigtritter
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Himself.

Signer's Name: Brenda Jean Voigtritter
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Herself.

ATTACHMENT "B"

MILLS ACT AGREEMENT SUPPLEMENTAL (See Attached) (To be completed by the Owner)

Please list, to the best of your knowledge, the improvements that have been made over the past 10 years to maintain or rehabilitate this property.

YEAR

IMPROVEMENT

Please see attached document.

Please list the improvements and restorations that you intend to make over the next 10 years. List them in order of your priority based upon anticipated need for proper maintenance.

PRIORITY


IMPROVEMENT/RESTORATIONS

Please see attached document.

OWNER CERTIFICATION:

I certify that I am presently the legal owner of the subject property. Further, I acknowledge the supplemental information on this form will be used as an exhibit attached to the Mills Act Agreement.

Signature:

Brenda V. Veytett 

ATTACHMENT "B"
Mills Act Agreement Supplemental (cont.)

Known Improvements over the last 10 Years

<u>Year</u>	<u>Improvement</u>
2015	Removal of tree that was damaging driveway and exterior walls
2015	Removal of tree that was clogging drainage lines and disturbing foundations
2015	Removal of invasive vines that were damaging walls and stucco and killing trees
2015	Repair/Resurface of driveway
2015	Remediated infestations of mold, fungus, rats, thrips, loopers, ants, bees, spiders, cats, and whitefly
2015	Repair of walls lining driveway
2015	Repair of corroded/bent front driveway gate
2015	Numerous repairs to walls across the property
2015	Relocated sprinkler controls and repaired concrete between garage and side yard
2015	Replaced broken/termite destroyed garage door
2015	Reconstructed sash window in garage and replaced counter weights/sash cord
2015	Repaired and repainted stucco on garage
2015	Replaced missing door between garage and studio/office
2015	Replaced Irreparable exterior door and frame on studio/office with like door
2015	Capped walls on the west and south of the property and applied stucco and paint in the same fashion as the interior and west property line masonry walls
2015	Removed many dead trees and excess vegetation. Ground over 25 stumps. Engaged an arborist and a landscaper to review remaining plants and clean up the property
2015	Engaged landscape architect with Balboa Park experience to draw a base plan for concepts
2015	Cleaned up curb side area and planted mature sego palms, elephant foot palms and cactus
2015	Added several ornamental fruit trees to street-side yard (guava, papaya, kumquat, kaffir lime). Added several succulents.
2015	Installed a temporary landscape in the front yard to enhance the street view of the home
2015	Repaired and refinished wood flooring throughout the house
2015	Removed an non-operational asbestos lined gas floor heater from upstairs bedroom and repaired flooring
2015	Removed visible exterior telephone wire
2015	Repaired numerous critical electric problems on 1 st floor of home
2015	Replaced X10 electrical with UPB
2015	Repaired outside lighting
2015	Replaced wrought iron courtyard gate
2015	Replaced worn and failing electrical breaker panel (175A) with new panel (200A)
2015	New electrical circuits added to the second floor of the home to increase functionality
2015	Installed wrought iron fixtures in the bathrooms to bring them more in line with the style of the house

ATTACHMENT "B"
Mills Act Agreement Supplemental (cont.)

- 2015 Added new doors to kitchen cabinetry and had a new custom cabinet added to match existing style
- 2015 Replaced dishwasher and garbage disposal and installed water filtration system
- 2015 Began repair/restoration of interior sash windows
- 2015 Fireplaces were inspected, chimneys cleaned and flues replaced with stainless steel flues
- 2015 Repaired roof of pool pump house and replaced all termite damaged fascia.
- 2015 Resurfaced and retiled existing pool
- 2015 Added hot tub in the style of the pool
- 2015 Replaced/supplemented pool pumps and heating equipment
- 2015 Ground out exterior drainage pipes that were blocked with tree roots
- 2015 Replaced repaired fascia on Pool house
- 2015 Repaired numerous cracked windows in the Pool house and screened all the windows
- 2015 Replaced toilet in Pool house
- 2015 Repaired clothes dryer in Pool house
- 2015 Treated for termites throughout property
- 2015 Began formal planting of mission style garden in the back yard. Planters built and 18 fruit trees planted as well as numerous fruit vines.
- 2015 Courtyard fountain repaired/resealed
- 2015 Installed courtyard lighting
- 2015 Replaced incandescent bulbs and canned lighting with LED's throughout the main house
- 2015 Replaced/Repaired leaky gas hose in kitchen
- 2015 Restored garden benches

ATTACHMENT "B"
Mills Act Agreement Supplemental (cont.)

Planned Improvements/Restoration over the next 10 Years

<u>Priority</u>	<u>Improvement/Restorations</u>
1)	Solar Installation (in process – awaiting permit)
2)	Continued repair of the original casement windows (ongoing)
3)	Replace existing studio/office outbuilding with an "in-kind" structure that is up to code
4)	Replace ivy covered, dilapidated fencing on north and east sides with masonry fence and wrought iron fencing (see attached concept drawing)
5)	Formal Spanish garden in front yard with hardscape and fountain (see attached concept drawing)
6)	Electrical upgrades to replace the remaining existing knob and tube electrical system
7)	Repair and maintenance of exterior stucco and add period/style appropriate ornamentation
8)	Restore and protect exterior ornamental iron work
9)	Replace galvanized (some leaking) and polybutylene water distribution with copper
10)	Replace accessible cast iron (some leaking) plumbing waste line with ABS
11)	Structural reinforcement (if necessary)
12)	Restore Mission garden gate
13)	Restore outside closet doors
14)	Run gas line to studio/office
15)	Drip irrigation system throughout property
16)	Add tile ornamentation to outdoor fireplace
17)	Repair/replace awning fabric
18)	Install style appropriate ornamental railing on stairs to front door
19)	Add insulation to attic and basement
20)	Add exhaust fan to first floor bathroom
21)	Improve stormwater handling

ATTACHMENT "B"
Mills Act Agreement Supplemental (cont.)

VOIGTRITTER RESIDENCE



VOIGTRITTER
RESIDENCE
1000 W. 10th St.
Berkeley, CA 94710

BASE SHEET

SHEET
L-1
OF 1

