

# Attachment A

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When recorded return to:  
**MONTEREY COUNTY RESOURCE  
MANAGEMENT AGENCY  
PLANNING DIVISION**  
1441 Schilling Place, 2nd Floor  
Salinas, CA 93901  
(831) 755-5342

Space above for Recorder's Use

<b>Property Owner's Name.:</b>	James Stephen Fields and Wendy Jordan Fields, Trustees of the James and Wendy Fields Trust Dated 8/3/2006
<b>Property Historic Name.:</b>	"A.N. Nastovic House" 25227 Hatton Road, Carmel
<b>Permit No.:</b>	PLN190151
<b>Assessor's Parcel Number:</b>	009-171-011-000

***HISTORIC PROPERTY CONTRACT***

**THIS HISTORIC PROPERTY CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereafter "County"), and **James Stephen Fields and Wendy Jordan Fields, Trustees of the James and Wendy Fields Trust Dated 8/3/2006** (hereafter "Owner").

***RECITALS***

**WHEREAS**, Owner is the owner of that certain real property located within the County of Monterey, State of California, together with associated structures and improvements thereon, as more fully described in Exhibit A attached hereto and incorporated herein by reference (hereafter "Historic Property"). The Historic Property is located at the street address 25227 Hatton Road, Carmel, California; and

**WHEREAS**, Owner holds all right, title, and interest in the Historic Property or has received and furnished to the County written authorization from all persons and entities having any right, title, or interest in the Historic Property to execute this contract on their behalf; and

**WHEREAS**, on April 8, 2014, pursuant to California Government Code Section 50280, et seq. (known as the Mills Act), the County adopted an ordinance establishing a Mills Act Program, as codified in Monterey County Code Chapter 18.28, that authorizes the County to enter into Historic Property Contracts with the owners of qualified historical properties to provide for the appropriate use, maintenance, and restoration of historic properties in exchange for preferential property taxes; and

**WHEREAS**, the Owner filed an application with the County Resource Management Agency for an Historic Property (Mills Act) Contract (PLN190151) and has expressly requested that the Owner and County, for their mutual benefit, enter into this contract to protect and preserve the characteristics of historical significance of the Historic Property as described in the Work Program, attached hereto as Exhibit “B” and incorporated herein by reference, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Sections 439 through 439.9 of the California Revenue and Taxation Code, as may be periodically amended; and

**WHEREAS**, the Historic Property meets the definition of “Qualified Historical Property” as set forth in section 18.28.030 of the County Code; and

**WHEREAS**, the Historic Property is not subject to any recorded notice of violation; and

**WHEREAS**, the Historic Resources Review Board (HRRB) of the County of Monterey, on July 11, 2019, evaluated the application for a Historic Property contract pursuant to the requirements of Chapter 18.28 of the Monterey County Code, found the application meets the eligibility criteria for a Historic Property Contract, recommended the County find that the property qualifies for an exception to the valuation limits as set forth in Section 18.28.040 of the Monterey County Code, and authorized negotiations for a Historic Property Contract with Owner (HRRB Resolution No. 190151); and

**WHEREAS**, pursuant to Chapter 18.28 of the County Code, this contract requires approval by the Board of Supervisors and all persons and entities having any right, title, or interest in the Historic Property; and

**WHEREAS**, this contract is intended to run with the land and be binding upon Owner and Owner's heirs, executors, administrators, trustees, successors, and assigns; and

**WHEREAS**, the Owner and the County have negotiated the terms of this contract in accordance with the requirements of state law and Chapter 18.28 of the Monterey County Code; and

**WHEREAS**, the County finds that approval of this contract is categorically exempt under the California Environmental Quality Act pursuant to Section 15331 because the work program under the contract is limited to the preservation, rehabilitation, and maintenance of the Historic Property in a manner consistent with the Secretary of the Interior's Standards for the treatment of Historic Properties.

**NOW, THEREFORE**, County and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. TERM OF CONTRACT.

This contract shall become effective on the 1<sup>st</sup> day of January 2020 and shall remain in full force and effect for an initial term of ten (10) years. The initial term of ten years shall be measured as commencing as of the first day of January next succeeding the date of execution. Each succeeding first day of January shall be deemed to be the annual renewal date of this contract (hereafter "Anniversary Date"). This contract shall be automatically renewed on each succeeding January 1, and one additional year shall be added automatically to the initial term, unless the contract is not renewed as set forth in section 18.28.120 of the County Code and paragraph 9 of this contract or unless the contract is cancelled as provided in section 18.28.140 of the County Code and paragraph 12 of this contract.

2. RESTRICTIONS ON TREATMENT OF PROPERTY

During the term of this contract, and any and all renewals thereof, the Owner of the Historic Property described in Exhibit "A" agrees and commits to restore, rehabilitate, and/or preserve said property in conformance with the Work Program set forth in Exhibit "B" and in conformance with all of the following rules and regulations:

- (a) The rules and regulations of the California Office of Historic Preservation;
- (b) The Secretary of the Interior's standards for the treatment of historic properties; and
- (c) The California Building Standards Code (Title 24 of the California Code of Regulations) including the State Historic Building Code (Part 8 of Title 24) where applicable, including any modifications duly adopted by the County.

Owner further agrees that, at such time that rehabilitation or restoration of the subject property is achieved and so long as the contract is in effect, Owner commits to be responsible for appropriate maintenance and preservation of the Historic Property in accordance with the Secretary of the Interior's standards for the treatment of historic properties.

3. SUBJECT TO ORDINANCES.

This contract does not relieve the Owner from compliance with all applicable Federal laws, State laws, and County rules, regulations, policies, permit requirements, and associated fees, including those needed to carry out the provisions of this contract.

4. PLAQUE.

Owner shall install and maintain a bronze plaque not to exceed six (6) square feet in size, identifying the property as a historic property. The proposed sign shall be submitted to the Chief of Planning or his or her designee for review and approval prior to installation.

5. PROPERTY TAX VALUATION.

During the term of this contract, the Historic Property, or portion thereof not excepted pursuant to paragraph 6, shall be eligible for property tax valuation pursuant to Sections 439 through 439.4 of the California Revenue and Taxation Code, as may be periodically amended, as determined by the County Assessor and County property tax assessment process. Owner understands and acknowledges that this contract must be approved, fully executed, and recorded in the Office of the Recorder of the County of Monterey on or before December 31 of a calendar year to be eligible for property tax reassessment for the following fiscal year.

6. APPLICABILITY.

During the period this contract is in effect, the Historic Property shall be eligible for property tax valuation as an enforceably restricted historical property pursuant to state law. In the event that only a portion of a property or structure is the subject of this contract, only that portion covered by the contract shall be considered for preferential property tax assessment treatment under state law. The rest of the property or structure shall be subject to standard property tax assessment, and the total assessed value shall be a combination of the appropriate valuations as determined by the County Assessor.

7. INSPECTIONS.

Owner agrees to allow periodic examinations, upon reasonable notice thereof, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, the County Resource Management Agency – Land Use and Community Development Division, other agencies, and other County officials and/or their designated representatives as may be necessary to determine Owner's compliance with the terms and provisions of this contract. At a minimum, after five years from entry into the contract and every five years thereafter, the Owner shall allow the County to inspect the interior and exterior of the premises to determine the Owner's continuing compliance with this contract.

8. PROVISION OF INFORMATION.

Owner agrees to furnish the County with any and all information requested by the County which the County deems necessary or advisable to determine compliance with the terms and provisions of this contract, including but not limited to submittal of the following information at least ninety (90) days prior to each annual Anniversary Date of this contract:

- (a) Color photos of actual work done in conformance with this contract;
- (b) Receipts and copies of financial transactions related to work carried out in conformance with this contract;
- (c) Copies of building permits and/or planning entitlements for work carried out in conformance with this contract;

- (d) Responses to the yearly questionnaire provided by the Chief of Planning;  
and
- (e) Such other information as may be required by the Chief of Planning.

At least sixty (60) days prior to the tenth (10<sup>th</sup>) Anniversary Date of this contract, Owner shall submit a report from a qualified historian to the Chief of Planning. The report shall describe the work carried out pursuant to this contract and shall recommend any appropriate improvements needed to achieve rehabilitation, restoration, or preservation of the Historic Property. Based on those recommendations, the County may require an amendment to the contract pursuant to paragraph 11 of this contract.

Failure to furnish required information in a timely manner may result in cancellation of the contract pursuant to paragraph 12 of this contract. During the life of this contract, Owner shall maintain and preserve all records related to work carried out in conformance with this contract. The County shall have the right to examine, monitor, and audit the records of Owner related to work carried out in conformance with this contract.

9. NOTICE OF NONRENEWAL.

Non-renewal of this contract shall be governed by state law, the procedures set out in Chapter 18.28 of the County Code, and this contract. If the Owner desires in any year not to renew this contract, the Owner shall serve written notice of non-renewal to the Chief of Planning and the Clerk of the Board of Supervisors at least ninety (90) days prior to the annual Anniversary Date. If the County Board of Supervisors determines, following a noticed public hearing, not to renew the contract, the County Board of Supervisors or their authorized designee shall serve written notice of the non-renewal on the Owner at least sixty (60) days prior to the annual Anniversary Date. Unless the notice of non-renewal is served by the Owner or the County in accordance with these requirements, one year shall automatically be added to the term of the contract on the anniversary date.

Upon receipt by Owner of a notice from the County for non-renewal of the contract, Owner may make a written protest of the notice to the Board of Supervisors. Such protest must be in writing and filed with the Clerk of the Board of Supervisors



within ten (10) days after the written notice of non-renewal was mailed to Owner. If a written notice of protest is timely filed, the Clerk of the Board will schedule the protest for a noticed public hearing before the Board of Supervisors within sixty (60) days of the filing of the protest and notify Owner of the hearing date. The Board of Supervisors may, at any time prior to the Anniversary Date, withdraw the notice of non-renewal.

10. EFFECT OF NOTICE OF NON-RENEWAL.

If this contract is not renewed pursuant to Chapter 18.28 of the County Code and paragraph 9 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. Following non-renewal of the contract, the property shall be assessed in accordance with state law (section 439.3 of the California Revenue and Taxation Code, as may be periodically amended). Termination of this contract does not in itself change the historic nature of the Historic Property.

11. AMENDMENTS TO CONTRACT.

This contract may be amended, in whole or in part, upon mutual written agreement of Owner and the County pursuant to the procedures set out in Section 18.28.130 of the County Code. Such amendments must be in writing and approved by Owner and the County Board of Supervisors. The executed amendment must be recorded in the Office of the Recorder of the County of Monterey no later than 20 calendar days after County execution of the amendment.

12. CANCELLATION.

County, following the process set forth in Section 18.28.140 of the County Code, may cancel this contract if the County finds based on substantial evidence that one of the following conditions has occurred:

- (a) The Owner has breached any of the conditions of this contract; or
- (b) The Owner has failed to preserve, restore, or rehabilitate the property in the manner specified in this contract; or
- (c) The Owner has allowed the property to deteriorate to the point that it no longer meets the definition of a qualified historic property; or
- (d) The Owner has failed to submit in a timely manner the information requested by the County for the County's annual compliance review.

13. EFFECT OF CANCELLATION.

If this contract is cancelled pursuant to paragraph 12, the contract shall become immediately null and void. In addition, the Owner shall pay a cancellation fee equal to twelve and one half percent (12 ½%) of the Historic Property's current fair market value, as determined by the County Assessor as though the property were free of this contractual restriction. The cancellation fee shall be paid to the County Auditor, at the time and in the manner that the County Auditor shall prescribe.

14. EMINENT DOMAIN OR OTHER ACQUISITION.

In the event that the Historic Property 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 cancellation fee shall be imposed. Cancellation pursuant to this paragraph shall render this contract null and void.

15. LIABILITY AND INDEMNIFICATION.

Owner agrees to indemnify, defend, and hold harmless the County, its agencies, departments, officers, agents, and employees from any claim, action, or proceeding against the County arising in connection with approval of this contract excepting only injury, loss, or damage caused by the negligence or willful misconduct of the County. Additionally, Owner makes and accepts this contract upon the express condition that the County, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Owner, or property of any kind whatsoever and to whomsoever belonging, including Owner, from any cause or causes whatsoever, while in, upon, or in any way connected with the property, and for any damages, losses or liabilities in connection with labor and materials for work performed on the property, excepting only injury, loss, or damage caused by the negligence or willful misconduct of the County. Owner hereby covenanting and agreeing to indemnify, defend, and hold harmless the County, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring,

Owner shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Owner is obliged to indemnify, defend, and hold harmless the County under this contract.

16. NOTICE.

All notices required or permitted by this contract shall be given in writing and shall be mailed or delivered in person. If mailed, notice shall be sent to Owner and County at the following addresses:

Owner:

James Stephen Fields and Wendy Jordan Fields, Trustees of the James and Wendy Fields Trust Dated 8/3/2006  
25227 Hatton Road  
Carmel, CA 93923

County: County of Monterey  
Resource Management Agency  
Attn: Chief of Planning  
1441 Schilling Pl. 2<sup>nd</sup> Floor  
Salinas, CA 93901

In case of a change of address of a party, that party shall provide written notice to the other party of the change of address within 30 days of the change of address.

17. RECORDATION.

Owner acknowledges that this contract shall be recorded. No later than twenty (20) calendar days after execution by all parties of this contract, the Clerk of the Board shall cause a copy of the executed contract to be recorded in the Office of the Recorder of the County of Monterey, with recording fees to be paid by Owner. Upon non-renewal or cancellation of this contract pursuant to paragraphs 9 or 12 respectively, a notice of said non-renewal or cancellation, in a form acceptable to County Counsel and the Chief of Planning, shall be recorded in the Office of the Recorder of the County of Monterey.

18. SUCCESSORS IN INTEREST.

This contract and the restrictions imposed hereunder shall run with the Historic Property described in Exhibit "A" and shall be binding upon, and insure to the benefit of, all successors in interest of the owner, including the heirs, executors, administrators, trustees, successors, and assigns of Owner. A successor in interest shall have the same rights and obligations under the contract as the original owner who entered into the contract. In the event that the property described in Exhibit "A" is annexed to a city, this contract shall be transferred from County to the city acquiring jurisdiction. On the completion of annexation proceedings by a city, that city 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 city.

19. AUTHORITY

Owner warrants hereby that Owner holds all right, title, and interest in the Historic Property or has received written authorization from all persons and entities having any right, title, or interest in the Historic Property to execute this contract on their behalf and has furnished a copy of that written authorization to the County. Owner further warrants that the individual executing this contract is duly authorized by Owner to execute this contract on Owner's behalf and to bind Owner to the terms and conditions of this contract.

20. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of California.

21. CONSTRUCTION OF AGREEMENT

County and Owner agree that each party has fully participated in the review and revision of this contract and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this contract or any amendment to this contract.

22. COUNTERPARTS

This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

23. INTEGRATION

This contract, including the exhibits, represent the entire agreement between the County and Owner with respect to the subject matter of the agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, relating to the subject matter hereof between the County and Owner as of the effective date of this agreement.

IN WITNESS WHEREOF, County and Owner have executed this contract as of the day and year written below.

James Stephen Fields and Wendy Jordan Fields, Trustees of the James and Wendy Fields Trust Dated 8/3/2006

By: \_\_\_\_\_  
James Stephen Fields

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Wendy Jordan Fields

Date: \_\_\_\_\_

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 MONTEREY)

On \_\_\_\_\_ before me, \_\_\_\_\_, a  
Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)

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 MONTEREY)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)

County of Monterey

By: \_\_\_\_\_  
John M. Phillips, Chair  
Monterey County Board of Supervisors

Date: \_\_\_\_\_

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 MONTEREY)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)



ATTEST:

DATED: \_\_\_\_\_  
Valerie Ralph  
Clerk of the Board of Supervisors

Approved as to form:

Leslie J. Girard, Acting County Counsel

By: \_\_\_\_\_ DATED: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_  
Deputy County Counsel

Approved as to content:

RMA: Planning Department

By: \_\_\_\_\_ DATED: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

**EXHIBITS ATTACHED:**

***HISTORIC PROPERTY CONTRACT***

1. ***EXHIBIT "A"***: Full legal description of the entire property for which the Historic Property Contract is being considered. The legal description may be obtained from a grant deed or title report for the property. A parcel number will not be accepted as a legal description.
2. ***EXHIBIT "B"***: A copy of the Work Program.

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 009-171-011-000**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 10 IN BLOCK 26 AS SHOWN ON THE MAP ENTITLED, "HATTON FIELDS TRACT NO. 2, BEING A SUBDIVISION OF A PORTION OF RANCHO CANADA DE LA SEGUNDA, MONTEREY COUNTY, CAUFORNIA", FILED APRIL 5, 1926 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CAUFORNIA AND NOW ON FILE AND OF RECORD IN SAID OFFICE IN MAP BOOK 3, "CITIES AND TOWNS", AT PAGE 32 THEREIN.























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