

ATTACHMENT 1

RECORDING REQUESTED BY
CITY OF NAPA
Exempt from Recording Fees
Government Code 27383

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF NAPA
P.O. Box 660
Napa, CA 94558

SPACE ABOVE THIS LINE FOR RECORDER'S USE _____
APN: 003-271-007

“MILLS ACT” HISTORICAL PROPERTY PRESERVATION AGREEMENT
(Government Code Sections 50280 et seq.)

608 Randolph Street
(Ackerman Heritage House)

THIS AGREEMENT, dated _____, 2021, is by and between Lauren Ackerman (“Owner”), and the City of Napa, a California charter city (“City”), and provides as follows:

RECITALS

WHEREAS, Owner owns certain real property, together with associated historic structures and improvements thereon, located at 608 Randolph Street, in the City of Napa, Napa County (“the Property”), more particularly described in Exhibit “A”, attached hereto and made a part hereof; and

WHEREAS, the Property is a “qualified historical property” as defined in California Government Code Section 50280.1; and

WHEREAS, both Owner and City desire to protect and preserve the Property so as to retain its characteristics of historical significance;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, declarations, covenants and agreements of the parties set forth herein, and the substantial public benefit derived therefrom, the parties agree as follows:

1. Authority. This Agreement is made under authority of Government Code Sections 50280 et seq. (“Historical Property Contracts”).
2. Term of Agreement. This Agreement shall be effective commencing on the date it is signed by the City Clerk below, attesting to full execution of the Agreement by both parties (“Effective Date”), and shall remain in effect for a minimum period of ten years therefrom. Each year on the anniversary of the Effective Date, the term will automatically be extended by a year as provided in Paragraph 5 of this Agreement.
3. Limitations on Land Use. During the term of this Agreement, the Property shall be subject to the following provisions, requirements, and restrictions:

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(a) Owners shall preserve and maintain the Property, as a qualified historic property, in no less than equal to the condition of the Property as of the date hereof.

(i.) A Site Plan of the location of all buildings on the Property is detailed in Exhibit "B" attached hereto and incorporated herein by reference. Any proposed work to be performed on the Property, including any restoration, rehabilitation or preservation, must be reviewed and processed by the City in compliance with Napa Municipal Code Chapter 15.52, "Historic Preservation."

(ii.) Owners shall, when necessary, restore and rehabilitate the Property to conform to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation and the State Historical Building Code as articulated in the Attached *Ten Year Rehabilitation Plan* (Exhibit "C") or as confirmed through a Certificate of Appropriateness approved by the City in accordance with Napa Municipal Code Chapter 15.52. Additionally, Owners shall provide whatever information shall be required by City to determine the Property's continuing eligibility as a qualified historic property.

(b) All buildings, structures, yards and other improvements shall be maintained 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 and components, such as fences, roof, 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, can containers, or similar items;

(iv.) Stagnant water or excavations, including in pools or spas; and

(v.) Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.

(c) Owners shall provide for the periodic examinations of the interior and exterior of the premises by the Office of the Napa County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to determine the Owner's compliance with this Agreement.

4. Successors in interest. The Owner hereby voluntarily subjects the Property to the covenants, conditions and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of, all successors and assigns in title or interest of the Owner. A successor in interest shall have the same rights and obligations under this Agreement as the original Owner who entered into this Agreement.

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, conditions and restrictions expressed in this Agreement whether or not such covenant, conditions and restrictions are set forth in such contract, deed or other instrument.

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5. Renewal.

(a) Each year on the anniversary of the Effective Date of this Agreement one year shall automatically be added to the term of this Agreement, unless notice of non-renewal is given as provided in this paragraph. After five years, and every five years thereafter, the Owners shall arrange with the City to inspect the interior and exterior of the Property to determine the Owner's continued compliance with this Agreement. If Owners or City desire in any year not to renew this Agreement, that party shall serve written notice of non-renewal of this Agreement on the other party in advance of the annual renewal date of this Agreement. Unless the notice is served by the Owners at least 90 days prior to the renewal date, or by the City at least 60 days prior to the renewal date, one year shall automatically be added to the term of this Agreement.

(b) Upon receipt by the Owners of a notice from City of non-renewal, the Owner may make a written protest of the notice of non-renewal. City may, at any time prior to the renewal date, withdraw the notice of non-renewal.

(c) If City or Owners serve a notice of intent in any year not to renew this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.

6. Cancellation for Breach. Following a noticed public hearing as required by Government Code Section 50285, City 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 standard for a qualified historic property. City may also cancel this Agreement if it determines that Owner has failed to restore or rehabilitate the Property in the manner specified in this Agreement. If the City determines that performance of this Agreement has become infeasible due to damage to the Property caused by force majeure (such as flood, tornado, lightening, or earthquake), this Agreement may be cancelled upon the Owner's application without payment of the cancellation fee, to the extent that non-payment is permitted by law.

7. Cancellation Fee. If this Agreement is cancelled pursuant to paragraph 6 above, Owner shall pay a cancellation fee equal to 12 ½ % of the current fair market value of the Property, as determined by the Office of the Napa County Assessor as though the Property were free of the restrictions set forth in this Agreement. The cancellation fee shall be paid to the Office of the Napa County Auditor ("County Auditor"), at the time and in the manner that the County Auditor shall prescribe, and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the Property is located in the same manner as the auditor allocates the annual tax increment in that tax rate area in that fiscal year.

8. Notice and Recordation.

(a) All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: City of Napa
Attn: Community Development Director
City of Napa
P.O. Box 660
Napa, CA 94559

To: Owner,
Lauren Ackerman
2101 Kirkland Avenue
Napa, CA 94558

(b) No later than 20 days after City enters into this Agreement with Owner, the City Clerk shall record a copy of this Agreement with the Office of the Napa County Recorder, which shall describe the Property. From and after the time of the recordation, this Agreement shall impart a notice thereof to all persons as is afforded by the recording laws of the State of California.

ATTACHMENT 1

(c) Owners shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement and attention to:

Julianne Polanco, State Historic Preservation Officer
State of California Office of Historic Preservation
1725-23rd Street, Suite 100
Sacramento, CA 95816

9. Prevailing Party. The prevailing party in any action to interpret or enforce this Agreement shall be entitled to recover its reasonable attorney's fees.

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

11. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective legal entities of the Owners and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. Indemnification. To the full extent permitted by law, Owner will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "Liability") of any nature, arising out of, pertaining to, or relating to Owner's acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Owner will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. Owner's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Owner, including, but not limited to, workers' compensation insurance.

13. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.

15. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

16. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTACHMENT 1

CITY OF NAPA:

Steve Potter, City Manager

ATTEST:

(Signature)
Tiffany Carranza, City Clerk

(Type name and title)

COUNTERSIGNED:

(Signature)
Joy Riesenberg, City Auditor

(Type name and title)

OWNER:

Lauren Ackerman

By: _____
(Signature)

(Print name and title)

By: _____
(Signature)

(Print name and title)

Address: 2101 Kirkland Avenue
Napa, CA 94558

APPROVED AS TO FORM:

(Signature)
Michael W. Barrett, City Attorney

(Type name and title)

BUDGET CODE: _____

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

SIGNATURES MUST BE NOTARIZED



ORDER NO: 00144383-CR1

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this report is situated in the City of Napa, County of Napa, State of California, and is described as follows:

All that portion of Lot 4 in Block 25, as the same are laid down and delineated upon that certain map entitled, "Plan of Napa City", recorded November 28, 1853 in [Volume B of Deeds, page 433](#) in the office of the County Recorder of said Napa County, described as follows:

BEGINNING at the southwest corner of said Block 25; running thence northerly along the east line of Randolph Street 80 feet; thence easterly and parallel with Fifth Street 110 feet; thence southerly and parallel with Randolph Street 80 feet to the northerly line of Fifth Street; thence westerly along the northerly line of Fifth Street 110 feet to the place of beginning.

APN 003-271-007



5. Rehabilitation, Restoration and Preservation Plan.

In thoroughly restoring the dilapidated house over five years, great care was taken to retain and preserve the distinctive features, materials, and historic character of the property. Where alterations were made, such as creating a kitchen with fully modern functionality for wine-country entertaining, colors and materials were chosen to be compatible with existing historic features of the house, as is called for in the Secretary of the Interior's Standards for Rehabilitation. While the planned use for the house after restoration was to open it to the community for events, "minimal changes to the defining characteristics of the building and its site" were made, as specified in the Secretary of the Interior's standards. In fact, the original design was maintained in such a way that it could, without any modifications at all, revert to its historic purpose and be used as a single-family home at any time.

But even without significant changes to the design of the structure, the house required major structural work to ensure its survival for another century and beyond. The house's foundation was repaired. The sagging turret had to be jacked up and the framing below, suffering from dry rot, replaced. The cast-iron plumbing and knob-and-tube electrical systems were replaced and modernized. And there were major seismic safety upgrades made to the house: bolting the house's frame to the foundation, putting plywood sheer walls in the crawl space, and wrapping the masonry chimney in metal and anchoring it. When the August 2014 earthquake severely damaged all the plaster walls on the first floor of the house, the additional seismic safety measure of adding plywood shearing to those walls was undertaken.

The first order of business on the grounds outside of the house was to clear the overgrowth that was largely obscuring the house. New landscaping soon followed. To complete the public presentation of the grounds, the ornate iron fence, installed in 1896 by the second family to own the house, was restored to its original appearance by being stripped of rust and repainted.

On the exterior of the house, a rotting sunporch was repaired and raised to become part of an enlarged kitchen. The original front-entry steps, which at some relatively recent date (relative to the overall age of the house) had been replaced with historically inappropriate concrete steps, were recreated out of wood from a portion of the original newel post and balusters that were discovered in the crawl space during the foundation work. All of the historic Victorian millwork on the exterior was preserved by being stripped and repainted. Rotten and broken pieces of the woodwork were replaced with pieces custom-cut from wood on site to match the originals. The entire house was repainted with colors chosen by the owner from a selection of historically appropriate color schemes provided by the designer and project lead, Marianne Michael. The restoration of the original steps and railing design, the raising of the sunporch, and the repainting of the house in different colors were the only alterations to the exterior appearance of the house, none of which destroyed the historic materials or altered the historic character of the house.

Inside, the intricately detailed redwood staircase in the lobby, the redwood pocket doors, and all the other original doors, moldings, and trims were all preserved in as close to original condition as possible, and simply refinished to remove years of built-up varnish and wax. The original

wood floors throughout the house were lightly sanded to reduce the number of scratches and refinished. A few floorboards had to be replaced with pieces stained to match the originals. All the original hardware in the house was removed, cleaned, and put back on, except for the original light switches, which only worked with knob-and-tube wiring.

Four stained-glass windows in the small room created by closing in a portion of the veranda in the 1920s were carefully cleaned, but otherwise left as is, preserving this now historic alteration to the house, as is called for in the Secretary of the Interior's standards. Four of the original nineteenth-century stained glass windows in the house were also preserved in original condition, three in the attic, and one in the transom above the door between the dining room and the small room created from a portion of the veranda in the 1920s (originally that would have been an exterior door). The rest of the original nineteenth-century stained glass windows in the house, ten in all, were badly deteriorating, and required a painstaking restoration by artist Ken Boyd to preserve them. The windows had to be completely taken apart and the lead replaced with new lead, as lead becomes brittle over time. Broken pieces of glass were glued together, and the few missing sections of glass were recreated to closely match the original glass. Today the 14 total original nineteenth-century and four original 1920s stained glass windows are one of the most striking features of the house.

Of course, with a house of this size, age, and decorative detail, the work is never done. Full restoration of the house took 5 years, but maintaining the 130-year-old house's remarkable condition is a never-ending task requiring continual repairs, cleaning, painting, yardwork, etc. Ackerman is determined to ensure that the house never again deteriorates to the condition it was in when she bought it.

Marianne Michael Interior Design
308 Poplar Street
Mill Valley, California 94941
415-383-3057

April 6, 2019

Information for Submission to California Preservation/Mills Act

EXTERIOR MODIFICATIONS

West Side (Randolph St.)

- replaced existing concrete steps with wood steps appropriate to the style of the house.
- replaced existing metal handrail with the original wood handrails (which were found under the house). Replacement parts were custom milled for the handrail where needed.
- existing porch was in very poor condition and was repaired as needed to match.
- painted entry doors were stripped and stained to expose the original wood
- mosaic tile step pattern at entry door was custom designed and executed using encaustic tile imported from England.

North Side:

- added period-appropriate doors with stained glass, a porch and stairs to lead from the dining room to the side garden

The doors, which were placed in the location of existing windows, were custom made to be similar in style to the original front entry doors. The doors have transoms above, also similar to the front entry. Local stained glass artist Ken Boyd created historically appropriate stained glass windows for the transoms.

- the porch and stairs are wood, the handrail and newel post are similar in design to other exterior staircases.

East Side:

- added a small covered porch to protect the entry from the elements. Porch is in the style of existing elements.

South Side:

- extended the kitchen into a space that had been occupied by a dilapidated screen porch. Necessitated raising the floor level at the porch.
- reconfigured exterior stairs to meet new floor level. Reused existing handrails and newel posts.
- the existing divided light screens were replaced with entry doors and windows in a similar divided light style to minimize change in appearance.

Stained Glass/ glazing:

- stained glass windows were removed, cleaned and restored to replace broken or historically inappropriate pieces.
- new stained glass windows, designed by local glass artist Ken Boyd in historically appropriate style, were added.
- the inappropriate flat glass windows in the turret were replaced with curved glass.

Landscape:

- some existing plants relocated to more suitable areas.
- dense overgrowth pruned and cleaned out
- a Victorian inspired garden was added at the north side
- replaced broken and failing sidewalks traversing the property with similar. Added some sidewalks for better access.
- replaced sections of metal fencing with pieces of original fencing found under the house. Had additional fencing custom made to match original.
- replaced cracked concrete driveway.

Structural:

Early in the project the foundation was strengthened. This allowed the house to survive with only (extensive) cosmetic damage following the 2014 earthquake. Many nearby houses were severely structuarally compromised.

Marianne Michael Interior Design
308 Poplar Street
Mill Valley, California 94941
415-383-3057

April 6, 2019

Information for Submission to California Preservation/Mills Act

INTERIOR MODIFICATIONS

Kitchen:

- extended the space into an existing dilapidated screen porch. Opened two small rooms adjacent to the kitchen up to make one large kitchen space.
- Kitchen functions as a modern work area but is designed to be consistent with the Victorian look.
- cabinets have shaker-style doors and are painted gloss black. Cabinets were brushed (not sprayed) to show brush marks and give the look of years of repainting.
- patinaed copper look tin ceiling
- custom designed mosaic tile floor pattern

Bedrooms & Bathrooms:

- a rabbit warren of inappropriately remodeled, half-finished bathrooms and small bedrooms were redesigned to create three ensuite bedrooms.
- Master Bath features an imported vintage light fixture in the turret, high-end Perrin & Rowe English-style fittings, custom made vanities with slab tops, and marble floors and marble shower. A claw foot tub was added.
- the other Bathrooms feature the same Perrin & Rowe fittings, and custom designed mosaic tile floors.
- Bedrooms are painted with historically appropriate colors.
- an existing "servants bathroom" at the back of the house was refreshed with new fixtures and fittings. The existing lavatory sink was re-enameled and reused. An existing old linen cupboard outside of this bathroom was kept.

Library and Adjacent Bathroom:

- existing paneling was kept and refurbished. New fixtures and fittings were used, including new brass and marble washstand was added to the bathroom.
- Bathroom has been wallpapered using a Morris & Co. wallpaper.

Dining Room:

- a non-working fireplace was removed. Paneling was filled in with new paneling custom milled and finished to match the existing old paneling.
- new plaster ceiling medallions and other moldings added to complement the existing ceiling medallion

Parlour:

- an existing non-operational fireplace was replaced with a working fireplace. An antique surround and overmantel were installed. The existing fire screen was repaired and refurbished for reuse.

Moldings and Paneling Throughout:

- an attempt was made to save the existing plaster moldings. Unfortunately many of the plaster moldings were destroyed in the 2014 earthquake. New moldings very similar to the original were made and installed.
- In several areas throughout the house new matching millwork was custom made to replace or augment existing.

Chandeliers:

- antique and vintage chandeliers were purchased, refurbished, rewired and installed to replace sub-standard light fixtures installed by previous owners.