

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: 003-152-008

**"MILLS ACT" HISTORICAL PROPERTY PRESERVATION AGREEMENT**  
(Government Code Sections 50280 et seq.)

**1447 Calistoga Avenue**

THIS AGREEMENT by and between Christine Hernandez and Harvey Gonzalez ("Owner"), and the City of Napa, a California charter city ("City") is effective as of the date last signed by the City, which is identified on the signature page as the "Effective Date."

**RECITALS**

WHEREAS, Owners own certain real property, together with associated historic structures and improvements thereon, located at 1447 Calistoga Avenue, 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 Owners 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 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:

(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 Owners' compliance with this Agreement.

4. Successors in interest. The Owners hereby voluntarily subjects the Property to the covenants, conditions and restrictions set forth in this Agreement. City and Owners 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 Owners. A successor in interest shall have the same rights and obligations under this Agreement as the original Owners 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.

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. On the fifth anniversary of the Effective Date, and every five years thereafter, the Owners shall arrange with the City to inspect the interior and exterior of the Property to determine the Owners' 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 Owners 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 Owners have breached any of the conditions of this Agreement, or have 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 Owners have 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 Owners' 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, Owners 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,  
Christine Hernandez and Harvey Gonzalez  
1447 Calistoga Avenue  
Napa, CA 94559

(b) No later than 20 days after City enters into this Agreement with Owners, 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.

(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  
1725-23<sup>rd</sup> 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, Owners 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 Owners' acts or omissions under this Agreement. Consistent with Civil Code Section 2782, Owners 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. Owners' indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Owners, 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.

**CITY OF NAPA:**

\_\_\_\_\_  
Community Development Director

Date: \_\_\_\_\_  
"Effective Date"

**COUNTERSIGNED:**

\_\_\_\_\_  
Risk Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**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.

**OWNERS:**

Christine Hernandez and Harvey Gonzalez

By: \_\_\_\_\_  
Christine Hernandez

\_\_\_\_\_  
Harvey Gonzalez

Address: 1447 Calistoga Avenue  
Napa, CA 94559

**SIGNATURES MUST BE NOTARIZED**

**EXHIBIT "A"**  
**PROPERTY**

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

Commencing at a point on the Southerly line of Calistoga Avenue, distant thereon 60 feet Westerly from the point of intersection thereof with the Western line of Block 7, according to a Map of an Addition to the Town of Napa, laid out by R.M. Hill, etc, filed October 16, 1907, in the Office of the County Recorder of said Napa County; thence Southerly and parallel with said Western line of said Block 7, a distance of 121 feet, more or less, to the Northerly line of the land conveyed to W.M.R. McDougall, by Deed dated November 4, 1902, and recorded November 8, 1902, in Book 74 of Deeds, at Page 7, said Napa County Records; thence Easterly along the Northerly line of land so conveyed to McDougall, 28 feet and 10 inches to the middle partition in the garage partly located on the herein described property; thence Northerly, parallel with the Westerly line of Seminary Street to the Southerly line of Calistoga Avenue, thence Westerly, along the last mentioned line to the point of commencement.

APN: 003-152-008-000

EXHIBIT "B"  
SITE PLAN



## EXHIBIT C

**Mills Act Contract**  
*Ten Year Rehabilitation Plan*

Mailing Address: Planning Division  
 PO Box 660  
 1600 First Street  
 Napa, CA 94559

| YEAR      | PROPOSED PROJECT                                                                                                                                                                                                                                                                                                                                                 | NOTES ON \$ ESTIMATE                                                                                                                                                                                                  | ESTIMATED COST |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 2026-2035 | Annual pruning and maintenance of mature, character-defining trees to preserve historic sightlines and prevent structural damage. Work includes selective pruning by a certified arborist familiar with heritage landscapes, maintaining the visual integrity of the Victorian streetscape.                                                                      | Estimated once per year at \$450 per visit (10 years). Regular pruning protects the roof, foundation, and façade from moisture and root intrusion.                                                                    | \$ 4,500       |
| 2026-2035 | Annual inspection and touch-up maintenance of the exterior envelope, including siding, trim, gutters, basement sump pump, and porch elements, to prevent water intrusion and deterioration of original materials (mainly protection of the historic foundation). Work will follow the Secretary of the Interior's Standards emphasizing repair over replacement. | Estimated at \$2,000 per year, including paint touch-ups, minor carpentry, and photographic documentation for annual Mills Act reporting.                                                                             | \$ 20,000      |
| 2026      | Upgrade plumbing throughout the home with copper or PEX lines, replacing outdated materials to meet modern safety standards while minimizing disturbance to historic finishes. All visible piping will be concealed in existing chases to preserve the historic interior character.                                                                              | <b>Plumbing contractor quote attached.</b> Includes replacement of supply lines, fixtures (excludes necessary drywall patching).                                                                                      | \$ 15,000      |
| 2026      | Repair original plaster walls damaged during plumbing work. Where necessary, patch using traditional lime plaster or equivalent materials. Repaint repaired areas with historically appropriate colors to match the restored interior finishes.                                                                                                                  | Estimate provided by painter/plaster contractor. Work complements mechanical upgrades and aligns with Standard 5 (preservation of distinctive finishes).                                                              | \$ 7,500       |
| 2027      | Restore existing historic and vintage interior light fixtures and original built-in hardware by carefully removing layers of paint, cleaning, and refinishing original hardware, and replace non-original fixtures with historically accurate replicas or salvaged vintage pieces that complement the home's 1900 Victorian period.                              | <b>Photos attached.</b> Includes fixture restoration, rewiring, and replacement with compatible reproductions that reflect the home's 1900 Victorian style and comply with the Secretary of the Interior's Standards. | \$ 3,500       |
| 2028      | Full roof replacement using historically compatible composition shingles that replicate the appearance of original roofing materials. Work includes underlayment, flashing repair, and attic ventilation improvements to extend longevity and prevent moisture damage.                                                                                           | <b>Roof inspection, insulation photos, and quote attached.</b> Based on licensed roofing contractor quote.                                                                                                            | \$ 30,910      |
| 2029      | Restore and, where absolutely necessary, replace deteriorated wood sash windows in kind, maintaining original profiles, muntin patterns, and operation. Reglaze panes, replace ropes, and ensure smooth functionality. New units, if required, will be custom wood replicas to match originals.                                                                  | <b>Inspection photos attached.</b> Cost includes restoration of front façade windows and selective replacement of non-salvageable units with historically accurate replicas.                                          | \$ 30,000      |
| 2030      | Exterior repainting of all elevations using period-appropriate color palette approved by the City of Napa. Includes full surface preparation—scraping, priming, caulking, and two finish coats—to preserve wood siding and architectural detailing.                                                                                                              | <b>Quote attached.</b> Includes labor, paint, scaffolding, and lead-safe work practices as required.                                                                                                                  | \$ 44,640      |
| 2031      | Upgrade the existing HVAC system with a high-efficiency unit installed in a manner that minimizes visual and physical impact on historic materials, ensuring comfort while preserving the home's historic character and minimizing impact to historic fabric.                                                                                                    | Includes energy-efficient system replacement, ducting adjustments, and discreet exterior unit placement consistent with the Secretary of the Interior's Standards.                                                    | \$ 14,000      |



|                    |                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                              |                   |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 2032               | Inspect and repair areas affected by wood-destroying pests, dry rot, and fungus to prevent further deterioration that compromises the home's historic exterior and architectural character. In-kind wood repairs will use materials matching the original.             | <b>Pest Inspection and Quote attached.</b> Includes localized treatment, and in-kind repair consistent with the Secretary of the Interior's Standards.                                                                                       | \$ 12,900         |
|                    |                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                              |                   |
| 2033               | Repair and restore the original front porch, stairs, and balustrades to their historically accurate appearance using like-for-like materials and millwork that replicate original profiles and detailing.                                                              | Includes structural and decorative wood repair, replacement of deteriorated elements in kind, and repainting per historic color palette. Work preserves key character-defining features of the home's façade.                                | \$ 9,500          |
|                    |                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                              |                   |
| 2034               | Restore exterior lighting fixtures at the front and rear entrances with period-appropriate designs and finishes that complement the home's historic architecture and enhance its original appearance.                                                                  | Includes purchase or reproduction of fixtures using historically compatible materials and finishes, consistent with the Secretary of the Interior's Standards.                                                                               | \$ 6,500          |
|                    |                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                              |                   |
| 2035               | Restore decorative plaster walls in the main parlor, preserving the original embossed floral relief pattern. Where walls were later replastered and the relief lost, replicate the original pattern using traditional plaster techniques to achieve visual continuity. | <b>Illustrative Photo attached</b> showing actual subject property walls. Includes in-kind replication of missing embossed sections using traditional materials and craftsmanship consistent with the Secretary of the Interior's Standards. | \$ 10,500         |
|                    |                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                              |                   |
| <b>10 Yr Total</b> |                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                              | <b>\$ 209,450</b> |