



A Tradition of Stewardship
A Commitment to Service

DRAFT MILLS ACT PROGRAM – APPLICATION PACKET

Purpose: Owners of property containing a structure that is listed or eligible for listing on a national, state or local historic register may be eligible for a Historical Property Preservation Agreement. State law authorizes local jurisdictions to grant property tax reductions when a property owner enters into such an Agreement. The Napa County's Mills Act Program allows three properties per year to enter into the Napa County Mills Act Program on a first-come, first-served basis. Interested owners should contact the Napa County Assessor 1127 1st St Rm 128 Napa Ca 94559 assessor@countyofnapa.org for an estimate of how values may be impacted by an agreement. The cost for an estimate of the impact on value is \$150.00.

PROCEDURE

Required Application Materials:

- [] Completed **APPLICATION FORM**, with all property owner's signatures, including all parties holding a title interest.
 - [] **WRITTEN STATEMENT**, signed and dated, describing historic building and renovation/repairs.
 - [] **MAILING LIST** of all owners of property within a 300' radius of the subject property, prepared and certified by a title company.
 - [] **PRELIMINARY TITLE REPORT** not more than 6 months old.
 - [] **GRANT DEED AND LEGAL DESCRIPTION** of Property identifying all current property owners.
 - [] **LOCATION/VICINITY MAP** - This should include a sketch of the project site in relation to the surrounding area, the location and names of adjacent and abutting streets.
 - [] **SITE PLAN** - This should include a sketch of the buildings on the project site in relation to the site itself and to each other. All plans must be legible and drawn to scale.
 - [] **FLOOR PLANS** (fully dimensioned).
 - [] **MILLS ACT PROGRAM REHABILITATION/RESTORATION PLAN** (included in this packet).
 - [] **OTHER** (photographs, historical evaluation and assessment report, supporting information).
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file Nº _____

Napa County Conservation, Development, and Planning Department

1195 Third Street, Suite 210, Napa, California, 94559 *phone* (707) 253-4417

web www.countyofnapa.org/cdp/ *email* cdp@countyofnapa.org

Mills Act Application

Project Name: _____

Assessor's Parcel Nº: _____ Existing Parcel Size: _____ ac.

Site Address/Location: _____
No. Street City State Zip

Primary Contact: ☐ Owner ☐ Applicant ☐ Representative (attorney, engineer, consulting planner, etc.)

Property Owner: _____

Mailing Address: _____
No. Street City State Zip

Telephone Nº(____) _____ - _____ E-Mail: _____

Applicant (if other than property owner): _____

Mailing Address: _____
No. Street City State Zip

Telephone Nº(____) _____ - _____ E-Mail: _____

Representative (if applicable): _____

Mailing Address: _____
No. Street City State Zip

Telephone Nº(____) _____ - _____ E-Mail: _____



Mills Act Program Rehabilitation/Restoration Plan

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This form is used to document the proposed rehabilitation, restoration and maintenance plan and will be attached to the recorded Historical Property Preservation Agreement. If additional space is needed, note "see attached" and submit additional sheets. The proposed plan may include both interior and exterior work, and must utilize all of the estimated tax savings. Refer to "list of appropriate Improvements". This plan will be reviewed by the Planning and Building Director for comment on historical appropriateness prior to the Planning Commission's approval of the application. All projects that affect the exterior of the structure will be subject to subsequent Planning Director approval before actual work begins. Work must meet all County requirements and the Secretary of the Interior's Standards for Rehabilitation of Historic Structures. Retain copies of all receipts and permits for submittal with the required annual report. After Agreement recordation, the plan may be updated as approved by the Planning Director or to reflect improvements beyond the scope of this initial ten year Agreement term.

Year	Proposed Project	Estimated Cost
1. (20____)		
2. (20____)		
3. (20____)		
4. (20____)		
5. (20____)		
6. (20____)		
7. (20____)		
8. (20____)		
9. (20____)		
10. (20____)		
10 year total costs		



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Mills Act Program Property Owner Annual Report

The Napa County Mills Act program requires self-reporting to verify compliance with a Historical Property Preservation Agreement and associated Rehabilitation/Restoration Plan. Important: Attach copies of photos, receipts, and/or permits to this form for documentation each year. Return form by December 30th to the Planning Director, 1195 Third Street, Suite 210 Napa, CA 94559.

Property Address/APN: _____ Date: _____

What was your project?

What was the cost of the project(s)? _____

What were your tax savings this year? _____

Based on the results of this project, would you like to revise your Ten Year Plan? ☐ Yes ☐ No

If so, how? _____

Comments/Suggestions:

Name: _____ Signature: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Napa County Clerk of the Board
1195 Third Street, Suite 310
Napa, California 94559

WITH A COPY TO:
Director of Napa County Conservation,
Development and Planning Department
1195 Third Street, Suite 210
Napa, California 94559

(Fees waived pursuant to
Government Code §27383)

APN:

“MILLS ACT” HISTORIC PROPERTY PRESERVATION AGREEMENT
(Government Code Section 50280 et. Seq.)

THIS AGREEMENT made and entered into this ____ day of _____, by and between _____, (“Owner”), and the COUNTY OF NAPA, a political subdivision of the State of California (“County”), provides as follows:

RECITALS

WHEREAS, Owner owns certain real property located at _____, in the County of Napa, (“the Property”), more particularly described in Exhibit “A”, attached hereto and made a part hereof; and

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

WHEREAS, both Owner and County desire to protect and preserve such 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 Section 50280 et seq. (“Historical Property Contracts”) and Napa County Code, Chapter 15.52.
2. Term of Agreement. This Agreement shall be effective commencing on _____, and shall remain in effect for a minimum period of ten (10) years therefrom. Such term will

automatically be extended by one year on its anniversary date as provided in Paragraph 6 of the Agreement.

3. Limitations of Land Use. During the term of this Agreement, the Property shall be subject to the following provisions, requirements, and restrictions:

- (a) Owner shall preserve and maintain the historical structures and land, as a qualified historic property, in no less than equal to the conditions of the Property as of the date hereof.
 - i) A Site Plan of the location of all buildings on the Property, and a Landscaping Plan of all major landscaping features is detailed in Exhibit “B” attached and incorporated by reference. Any changes requested for the property must be reviewed and processed in compliance with the Napa County Code.
 - ii) Owner 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.
 - iii) Owner shall complete and submit a signed annual report on a form provided by the County describing maintenance or improvement activities undertaken during the year.
 - iv) Owner shall provide whatever information required by the County to determine the Property’s continuing eligibility as a qualified historic property.
- (b) All buildings, structures, yards and other improvements on the Property 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 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) Owner shall provide for the periodic examinations of the interior and exterior of the premises by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the County or its agent as may be necessary to determine the Owner's compliance with the Agreement.
4. Indemnity. Owner hereby agrees to defend, indemnify and hold harmless the County, its officers, agents, employees and servants, from any actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental agency, arising out of or incident to (i) the direct or indirect use operation, or maintenance of the Property by Owner or any contractor, subcontractor, employee, agent, lessee, licensee, invitee, or any other person; (ii) Owner's activities in connection with the Property; and (iii) any restrictions on the use or development of the Property, from application or enforcement of the Napa County Code, or from the enforcement of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of County, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. Owner's obligation to indemnify shall survive the termination, cancellation, or expiration of this Agreement and shall not be restricted to insurance proceeds, if any, received by County, its elected officials, employees, or agents.
5. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of all successors in interest of the Owner. A successor in interest shall have the same rights and obligations under the Agreement as the original Owner who entered into the Agreement.
6. Renewal.
- (a) Each year on the anniversary 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. If Owner or County desire in any year not to renew the Agreement, that party shall serve written notice of non-renewal of the Agreement on the other party in advance of the annual renewal date of the Agreement. Unless the notice is served by the Owner at least 90 days prior to the renewal date or by the County at least 60 days prior to the renewal date, one year shall automatically be added to the term of the Agreement.
 - (b) Upon receipt by the Owner of a notice from County of non-renewal, Owner may make a written protest of the notice of non-renewal. County may, at any time prior to the renewal date, withdraw the notice of non-renewal.
 - (c) If County or Owner serve notice of intent in any year not to renew the Agreement, the existing Agreement shall remain in effect for the balance of the period

remaining since the original execution or the last renewal of the Agreement, as the case may be.

7. Cancellation for Breach. Following a noticed public hearing as required by Government Code Section 50285, County may cancel this Agreement if it determines that Owner has breached any of the conditions of the Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. County may also cancel the Agreement if it determines that Owner has failed to restore or rehabilitate the property in the manner specified in this Agreement. If the County determines that performance of the Agreement has become infeasible due to damage to the Property caused by earthquake, fire, flood or other natural disaster, the 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.

8. Cancellation Fee. If this Agreement is cancelled pursuant to paragraph 7 above, Owner shall pay a cancellation fee equal to 12 1/2 % of the current fair market value of the property, as determined by the County Assessor as though the property were free of the 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, 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.

9. 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 the respective party as set forth in this section. Communication 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: County

Hillary Gitelman, Director
Napa County CDPD
1195 Third St., Ste 210
Napa, CA 94559

To: Owner

- (b) No later than 20 days after County enters into this Agreement with Owner, the Clerk of the Board of Supervisors shall record a copy of the Agreement with the County Recorder, which shall describe the subject 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) Owner shall provide written notice of this Agreement to the Office of Historic Preservation 1725 23rd Street, Suite 100, Sacramento, CA 95816 within six months of entering into this Agreement.

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

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

12. 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 Owner and the County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Owner and County have hereunto executed this contract the day and year first above written.

COUNTY OF NAPA

OWNER(S)

Chair,
Napa County Board of Supervisors

By: _____
(Signature)

Approved as to form:
Office of Napa County Counsel

Deputy County Counsel

(Type name and title)

Approved by the
Napa County Board of Supervisors

By: _____
(Signature)

Deputy Clerk of the Board

(Type name and title)

Address: _____

Telephone: _____

SUBROGATION

We, the undersigned, trust deed or other encumbrance holders, do hereby agree to, and agree to be bound by, the terms of this Agreement.

Name

Nature of Interest of Encumbrance

CHAIR,
Napa County Board of Supervisors

(NOTE: All holders of a fee interest and all holders of a security interest in the subject property, as of the date of approval by County, shall join in the execution of this Contract. All such signatures must be acknowledged by a Notary).