

7755

RECORDING REQUESTED BY
CITY OF SAN DIEGO
CITY PLANNING
AND COMMUNITY INVESTMENT

FB
BP

WHEN RECORDED MAIL TO:
HISTORICAL RESOURCES BOARD
ATTN: JACQUELINE DOMINGUEZ
202 C STREET, MS 4A
SAN DIEGO, CA 92101-3864

DOC # 2007-0640228



OCT 02, 2007 2:56 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 28.00

PAGES: 8



2007-0640228

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Read & Received 8 Pages

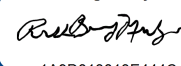
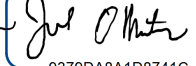
MILLS ACT AGREEMENT

FOR

HISTORICAL RESOURCES SITE NUMBER 801-29

3200 Sixth Avenue, #307

ASSESSOR PARCEL NUMBER 452-555-38-29

DocuSigned by:  DocuSigned by: 
1A9D813813E444C... 9379DA8A1D8741C...

2/24/2022 | 3:23/24/2022 | 3:57 PM EST

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AGREEMENT

THIS AGREEMENT is entered into by and between THE CITY OF SAN DIEGO, a municipal corporation ("City"), and RANDALL N. MCGEOUGH AND CAROLYN LAFRANCE ("Owner(s)").

RECITALS

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

WHEREAS, Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, Assessor Parcel No. **452-555-38-29** and generally located at **3200 Sixth Avenue, #307**, San Diego, California 92103 (the "Historic Site").

WHEREAS, On **February 22, 2007**, after a public hearing, the San Diego Historical Resources Board adopted Resolution No. **R-07022230** declaring and designating the above property as **Historical Site Number 801-29** pursuant to San Diego Municipal Code Section 123.0201 et seq.

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

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

1. Compliance with Council Policy. Owner shall comply with Council Policy Number 700-46 incorporated herein by this reference.
2. Standards for Historical Site. During the term of this Agreement, the Historic Site shall be subject to the following conditions, requirements, and restrictions:

a. Owner shall maintain the regulated characteristics of historical significance of the Historic Site in accordance with the rules and regulations published by the Secretary of the Interior.

b. Owner shall allow reasonable periodic examination of the Historic Site, by prior appointment, if a request is made by representatives of the County Assessor, State Department of Parks and Recreation or the State Board of Equalization.

c. The Owner shall allow visibility of the exterior of the structure from the public right-of-way.

3. Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by the City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

4. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Agreement if it determines that Owner has breached any of the conditions of this Agreement or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. In addition, City may cancel this Agreement if it determines that the Owner has failed to restore or rehabilitate the property in the manner specified in subparagraph 2(a) of this Agreement. In the event of cancellation, Owner may be subject to payment of those cancellation fees set forth in California Government Code Section 50280, et seq.

5. Enforcement of Agreement. In lieu of and/or in addition to any provisions related to cancellation of the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of terms of this Agreement, apply to any court, state or federal for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate.

City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this

Agreement or in City's regulations governing historic sites are available to the City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

6. Binding Effect of Agreement. The Owner hereby subjects the Historic Site to the covenants, reservations, and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historic Site. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Site, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein, touch and concern the land, in that Owner's legal interest in the Historic Site is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historical characteristics and significance of the Historical Site for the benefit of City, the public, and Owner.

7. Effective Date and Term of Agreement. This Agreement shall be in effect for ten years from the date of its execution by the City of San Diego. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in paragraph eight (8) below.

8. Renewal. Each year on the anniversary of the effective date of this Agreement (the "renewal date"), a year shall automatically be added to the initial term of this Agreement unless notice of non-renewal is mailed as provided herein. If either Owner or City desires in any year not to renew this Agreement, Owner or City shall serve written notice of non-renewal on the other party in advance of the annual renewal date of the Agreement. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically

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be added to the term of the Agreement as provided herein. Upon receipt by Owner of a notice of non-renewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice of non-renewal. If either City or Owner serves notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

9. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by either party.

To City: City of San Diego
Attention: Secretary to the Historical Resources Board
202 "C" Street, Mail Station 4A
San Diego, CA 92101

To Owner(s): Randall N. McGeough and Carolyn Lafrance
3568 Sydney Place
San Diego, CA 92103

10. General Provisions.

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. Owner agrees to and shall hold City and its elected officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of Owner or those of his or her contractor, subcontractor, agent, employee or other person acting on his or her behalf which relate to the use, operation, and maintenance of the Historic Site. Owner hereby agrees to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reasons of Owner's activities in connection with the Historic Site. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Historic Site.

c. All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historical Site, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.

f. This Agreement shall not take effect unless and until Owner's signature is notarized by a notary public. Furthermore, if an agent or representative of Owner signs this Agreement on behalf of Owner, the agent or representative must furnish proof, to the satisfaction of City, that the agent or representative has authority to act on Owner's behalf.

g. This Agreement shall be construed and governed in accordance with the laws of the State of California.

11. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, City shall cause this Agreement to be recorded in the office of the County Recorder of the County of San Diego.

12. Amendments. This Agreement may be amended only by a written and recorded instrument executed by the parties hereto.

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IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first written below.

CITY OF SAN DIEGO

Approved:

Dated: 9.04.07

By: Garry Papers

Garry Papers, AIA
Deputy Director - Urban Form
City Planning and Community Investment
For William Anderson, AICP
Interim Deputy Chief Operating Officer
Land Use and Economic Development

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

On Sept. 4, 2007 before me, SHIRLEY ATENCIO, NOTARY PUBLIC, personally appeared GARRY PAPERS, AIA, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shirley Atencio
Shirley Atencio, Notary Public



End of City Planning and Community Investment's All Purpose Acknowledgement

Glen Oaks Escrow
700 Garden View Court, Suite 202
Encinitas, CA 92024
Phone: (760) 705-1554
Fax: (760) 705-1543



TO: Glen Oaks Escrow
700 Garden View Court, Suite 202
Encinitas, CA 92024

Date: February 08, 2022
Order No.: 410-26938-DT
Property: 3200 Sixth Avenue, 307
San Diego, CA 92103

HOA APPROVAL LETTER

The undersigned hereby acknowledges and approve receipt of a copy of the following documents that have been obtained from 3200 6th AVENUE HOA whom is attached to the subject property:

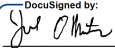
- Statement of Account**
- Articles of Incorporation**
- Bylaws**
- Financial Statement**
- Most Current Meeting Minutes**
- Rental Restrictions**
- Special Assessment**
- Welcome Package**

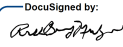
The undersigned state that they have read and confirmed the validity of the above listed documentation.

Date: 2/16/2022, _____

BUYER(S):

The Montenegro Family Trust

By:  _____
9378DA6A1D8741C
Joe Montenegro, Trustee

By:  _____
1A8D814813E444C
Ruth Bermudez Montenegro, Trustee