

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL
TO:**

**CITY OF BREA
1 CIVIC CENTER CIRCLE
BREA, CALIFORNIA 92821
ATTN: CITY CLERK**

Recording Fee: Exempt pursuant to Cal. Gov. Code Section 27383 SPACE ABOVE THIS LINE FOR RECORDER'S USE

HISTORIC PROPERTY PRESERVATION AGREEMENT (MILLS ACT CONTRACT)

THIS HISTORIC PROPERTY PRESERVATION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, ("Effective Date") by and between the City of Brea ("City"), a municipal corporation of the State of California ("City"), and Todd C. Shoepe and Hawley C. A. Shoepe ("Owner").

RECITALS

1. California Government Code Section 50280, *et seq.* authorizes 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.

2. Owner possesses fee title in and to that certain real property, together with only the associated historic structures and improvements thereon, Assessor Parcel No. 284-234-18, and generally located at the street address 315 South Flower Avenue, Brea California (the "Historic Property"). A legal description of the Historic Property is attached hereby marked Exhibit A and is incorporated by this reference.

3. The Historic Property had been declared and designated as a Historic Resource pursuant to Brea City Code Chapter 20.60 *et seq.* and satisfies the requirements of Government Code Section 50280.1 to be deemed a Qualified Historical Property; and

4. 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 Property and to qualify the Historical Property 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 to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1, Part 1, of Division 1 of Title 5 of the California Government Code.

AGREEMENT

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

1. TERM. This shall commence and be effective upon the Effective Date and continue for a period of 10 years and thereafter subject extension by automatic yearly renewal as provided below.

2. AUTOMATIC RENEWAL. The term of this Agreement shall be automatically extended for an additional one (1) year on each anniversary of the Effective Date (hereinafter referred to as a "Renewal Date") unless notice of non-renewal is given as provided in Section B.3 of this Agreement.

3. NOTICE OF NONRENEWAL. If in any year either the Owner or the City desires not to renew this Agreement, that party shall serve written notice of nonrenewal on the other party in advance of the annual renewal date. Unless the notice is served by Owner on City at least 90 calendar days, or by City on Owner at least 60 calendar days, prior to the renewal date, one year shall automatically be added to the term of this Agreement. Within 15 calendar days of receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. Upon receipt of such protest, the City Council shall set a public hearing to be held prior to the expiration of the renewal date of this Agreement or toll the renewal date until such hearing can reasonably be held. Owner may furnish the City Council with any information, which the Owner deems relevant and shall furnish the City Council with any information it may require. At any time prior to the renewal date, the City may withdraw its notice of nonrenewal.

4. EFFECT OF NOTICE OF NONRENEWAL. If in any year either party serves notice of intent not to renew this Agreement, this Agreement shall remain in effect for the balance of the ten-year term remaining since the original execution date if not yet renewed, or the last renewal date of the Agreement.

5. STANDARDS FOR HISTORIC PROPERTY. During the term of this Agreement, this Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall preserve and maintain the characteristics of cultural and historical significance of the Historic Property, as described in the Historic Property's Historical Exhibit, attached hereto, marked as Exhibit B, and incorporated herein by this reference. In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance requiring Owner to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the property to maintain its historic and cultural significance.

b. Owner shall submit annually to the Community Development Director a report which shall specify all work completed during the year to fulfill the requirements of this Agreement as outlined in Exhibit B and D for compliance review by City staff. Furthermore, Owner shall, within six (6) months of the effective date thereof, provide a copy of this Agreement to the State of California Office of Historical Preservation.

c. Owner shall, where necessary, restore and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City. The condition of the exterior of the property, as of the effective date of this Agreement, is documented in photographs attached as Exhibit C. At a minimum, Owner shall continually maintain the Historic Property in the same condition as documented in Exhibit C.

d. Owner shall carry out specific restoration projects on the property as outlined by the City in Exhibit D, in accordance with the Secretary of Interior Standards for Historic Restoration (Exhibit E).

e. Owner shall not be permitted to block the view corridor with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

f. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and the City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

g. Owner shall, at all times, act in conformance with all provisions of local, state, and federal laws and the provisions of this Agreement, throughout the term of this Agreement.

6. PROVISION OF INFORMATION. Owner hereby agrees to furnish the 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.

7. CANCELLATION. City, after conducting a duly noticed public hearing as set forth in California Government Code Section 50285, may cancel this Agreement if it determines that the Owner has breached any of the conditions of this Agreement, or has allowed the historic property to deteriorate to the point that it no longer meets the standards for a qualified historic property, or the historic property, for any other reason is no longer designated to be a qualified historical property. In addition, the 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 5 of this Agreement. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50286, which states that the fee shall be 12 ½% of the fair market value of the property as determined by the County Assessor at the time of cancellation, but without regard as to any restriction imposed by this Agreement. Notwithstanding the foregoing, however, in the event the Historic Property becomes the subject of eminent domain, the City may cancel this Agreement as provided for in California Government Code 50288. In such event, neither party shall have any further obligation to the other under this Agreement.

8. ENFORCEMENT OF AGREEMENT. In lieu of and/or in addition to any provisions related to cancellation of the Agreement as referenced herein, the 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, the 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) calendar days (provided that acts to cure the breach or default must be commenced within thirty (30) calendar days and must thereafter be diligently pursued to completion by Owner), then the 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, and may 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.

9. WAIVER. The City does not waive any claim of default by Owner if the 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 the City's regulations governing historic sites are available to the City to pursue in the event of a breach of this Agreement. No waiver by the 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.

10. BINDING EFFECT OF AGREEMENT. The Owner hereby voluntarily subjects the Property described in Exhibit A hereto to the covenants, reservations, and restrictions as set forth in this Agreement. The 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, heirs, and assigns in title or interest to the Property. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property, 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 whether or not such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

11. 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 the parties hereto.

To City: City of Brea
1 Civic Center Circle
Brea, California 92821
Attn: Community Development Director

To Owner: Todd and Hawley Shoepe
315 South Flower Avenue
Brea, CA 92821

12. NO COMPENSATION. Owner shall not receive any payment from the City in consideration of the obligations imposed under this Agreement. The consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Historic Property.

13. EFFECT OF AGREEMENT. None of the terms, provisions, or conditions of this agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause the parties hereto to be considered joint venturers or members of any joint enterprise.

14. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and hold harmless the City and its elected officials, officers, agents and employees from liability for claims, loss, proceedings, damages, causes of action, costs, or expense, including reasonable attorney's fees in connection with 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 contractor, subcontractor, agent employee or other person acting on his behalf which relate to the use, operation, and maintenance of the Historic Property. This indemnity 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 Property.

15. SUCCESSORS, HEIRS AND ASSIGNS. This Agreement is binding upon and shall inure to the benefit of all successors, heirs, and assigns in interest, of the Owner and each shall have the same rights and obligations under this Agreement as the original Owner who entered into this Agreement.

16. RECORDATION. No later than twenty (20) business days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

17. AMENDMENTS. This Agreement may be amended, in whole or in part, only by a written and recorded instrument by the parties hereto.

18. ATTORNEY FEES. In any proceeding arising from the enforcement of the Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred during the proceeding as may be fixed within the discretion of the court.

19. PARTIAL INVALIDITY. If any provisions of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

CITY:

CITY OF Brea
a Municipal Corporation

OWNER:

By: _____
Mayor

By: _____
Todd C. Shoepe

By: _____
Hawley C.A. Shoepe

ATTEST:

By: _____
Lillian Harris-Neal
City Clerk

By: _____
Todd C. Shoepe

By: _____
Hawley C.A. Shoepe

APPROVED AS TO FORM:

By: _____
Terence R. Boga
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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)
) ss.
County of Los Angeles)

On _____ before me, 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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)
) ss.
County of Los Angeles)

On _____ before me, 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: October 18, 2023

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT A
LEGAL DESCRIPTION

LOTS 4, 5, AND 6 OF TRACT NO. 835, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDEED IN BOOK 25, PAGE 18, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B HISTORICAL EXHIBIT

315 South Flower Avenue Site No. 59 Constructed 1938



Historic Resources Designation No. 2022-01

History: The home was built in 1938, by Donald U. Shaffer, son of William D. Shaffer, one of the largest employers of early Brea. Shaffer Tool Works was a family-owned business opened in 1922 which expanded into a worldwide corporation but retained their main plant and offices in Brea. By 1968, Shaffer Tool Works employed nearly 1000 local citizens and was a significant contributor to local economic growth. The Shaffers invented many tools used in the oil industry. The concept of tools used for blowout prevention became synonymous with the name "Shaffer". In 1968, Shaffer Tool Works was sold to Rucker Company which continued operations at the Brea facility on Birch Street (at Redwood Ave) until 1981.

Architecture: The existing single-family residence was designed by R.L. Warren, Architect and Civil Engineer of Whittier, CA. in 1937. Final construction of the 2472-square foot home was completed in 1938, and its architectural footprint has not changed from the original blueprints. The home, designed in Craftsman, Prairie, and Spanish Colonial Revival design, has 3 bedrooms, 2.5 bathrooms, a 2-car attached garage, and an attached workshop. The home has crown molding, cornice molding, custom built-ins, wood dentils, and wooden doors in the Craftsman style. The decorative and exposed rafter tails are Craftsman-like details included in the original blueprints. The loggia at the front door exhibits flagstone flooring indicated in the original blueprints, and there is matching flagstone under the bay window. The home has archways and tilework in the Spanish Colonial Revival style. The Philippine mahogany front door with side lights and clay tile sill are also original. The exterior horizontal lines created by the rustic wood siding on the second floor and the low-pitched, hipped roof are in the Prairie style.

Historical Significance:

- ✓ It exemplifies or reflects special elements of the City's cultural, social, economic, political, aesthetic, engineering, architectural, or natural history;
- ✓ It is identified with persons or events significant to local, state, or national history.
- ✓ It embodies distinctive characteristics of a style, type, period, or method of construction, or is a valuable example of the use of indigenous materials or craftsmanship;
- ✓ It contributes to the significance of a historic area, being a geographically definable area possessing a concentration of historic or scenic properties or thematically related grouping of properties which contribute to each other and are unified aesthetically by plan or physical development; and
- ✓ It reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of park or community planning

EXHIBIT C PHOTOGRAPHS

Interior and Exterior Color Photographs



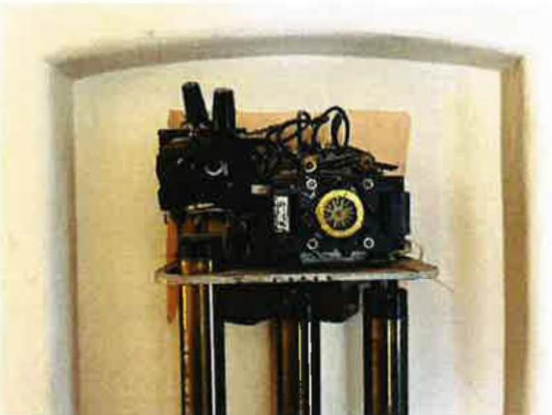
1. Exterior east view



2. Exterior north view



3. Exterior south view



4. Doorbell mechanics



5. Original tubular doorbell chime



6. Gutter example A



7. Gutter example B



8. Gutter example C



9. Oak tree in fence A



10. Oak tree in fence B



11. Damaged wood trim east bay window



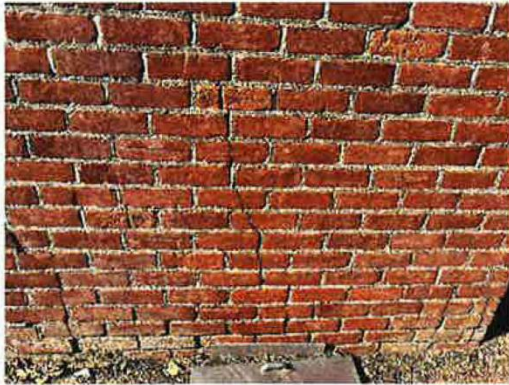
12. Peeling paint, damaged wood trim south bay window



13. Peeling paint on northeast side of home



14. Fireplace exterior A



15. Fireplace exterior B



16. Fireplace exterior C



17. Fireplace exterior D



18. Interior fireplace A



19. Interior fireplace B



20. Interior fireplace C



21. Interior fireplace D



22. Flagstone A



23. Flagstone B



24. Flagstone C



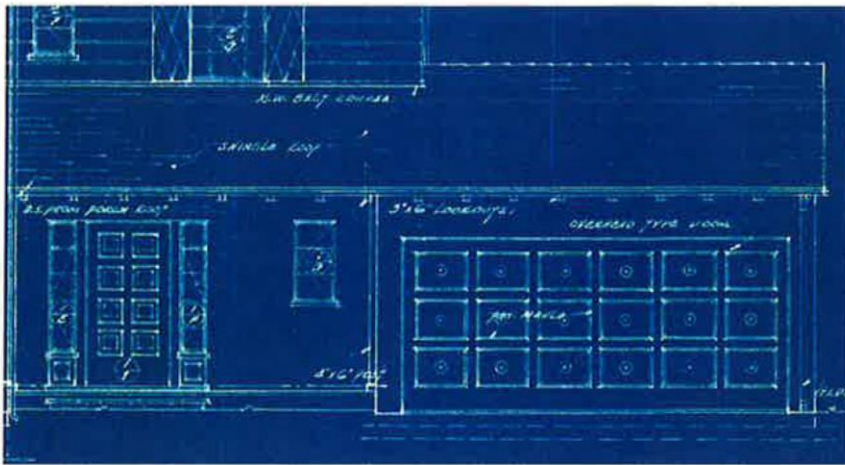
25. Flagstone indication on 1937 blueprints



26. Garage door 2023



27. Garage door ~1980
(photo courtesy of Brea Museum & Historical Society)



28. Garage door indicated in blueprints from 1937



29. Interior hardwood floors A



30. Interior hardwood floors B



31. Interior hardwood floors C

**EXHIBIT D
PRESERVATION PLAN**

EXPECTED COMPLETION DATE (YEAR)	MAJOR IMPROVEMENT, REPAIRS OR MAINTENANCE TO BE COMPLETED	PROFESSIONAL COST ESTIMATE
YEAR 1 Insert Year: 2024	1. Historical Marker: install historical marker at front of home to indicate status on the Brea Historic Register 2. Doorbell: repair electrical/mechanical function and maintenance of original door chime 3. Gutters: repair existing gutters 4. Prune Trees	1. \$1,103 2. \$750 3. \$3,620 4. \$3,295
YEAR 2 Insert Year: 2025	Paint: paint exterior of home, repair wood trim on east and south bay windows, repair water damage	\$18,000
YEAR 3 Insert Year: 2026	Fireplace: work estimate (\$165 Smokey Joe), repair chimney motor joints (\$2750 sj), add CA code compliant spark arresters, (\$290 sj) replace damaged brick masonry inside and outside (\$1700 JR Masonry), covert to gas (\$1700 KB Plumbing), gas fire logs (\$782.45 Home Depot)	\$7387.45
YEAR 4 Insert Year: 2027	Fencing: repair and move fencing on north side of property	\$3,900
YEAR 5 Insert Year: 2028	Flagstone: repair and maintain original flagstone on front porch of home, replace stones as needed	\$3,000
YEAR 6 Insert Year: 2029	Trees: prune to maintain property Windows: replace upstairs windows (Simonton)	\$3,295 \$12,480
YEAR 7 Insert Year: 2030	Windows: replace downstairs windows (Simonton)	\$19,800
YEAR 8 Insert Year: 2031	Garage door: restore to original wood 16'x7'door (\$4225), paint interior/exterior (\$1175 x 2), insulation (\$700), installation kit (\$995), shipping (\$1919.21)	\$10,190
YEAR 9 Insert Year: 2032	Paint: paint exterior of home	\$18,000
YEAR 10 Insert Year: 2033	Hardwood floors: maintain and refinish original hardwood floors throughout the home	\$11,813

EXHIBIT E
SECRETARY OF INTERIOR STANDARDS FOR HISTORIC RESTORATION

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in a such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.