

# HISTORIC PROPERTY CONTRACT APPLICATION

A Historic Property Contract, also known as a Mills Act contract, is formal agreement executed between a local government and a property owner for a minimum ten-year term. Contracts are automatically renewed each year and are transferred to new owners when the property is sold. Property owners agree to restore, maintain, and protect the property in accordance with specific historic preservation standards and conditions identified in the contract.

## PROCESS

### Planning Staff

- Intake the application and fee payment and assign a File Number.
- Review the application with other City departments and have Environmental Review staff assess the project.
- Send a draft contract to the property owner/s for signature.
- Prepare a project with recommendations and public hearing notices for hearings by the Historic Landmarks Commission and City Council.

### Historic Landmarks Commission

- Conducts a public hearing.
- Recommends to City Council the approval, conditional approval, or denial of the requested contract.

### City Council & City Clerk

- The City Council will consider and act on the Historic Landmarks Commission recommendation. If the contract is denied, the decision of the City Council shall be final.
- If approved, the City Clerk will file a notarized signed copy of the approved contract and the City Council Resolution with the County Recorder.

**For questions:** Speak with a City Planner at **408-535-3555**; see phone service hours at [www.sanjoseca.gov/Planning](http://www.sanjoseca.gov/Planning).

Para información en español, comuníquese con un Planificador de la ciudad al **408-793-4100**

Để được hỗ trợ, nói chuyện với Người lập kế hoạch thành phố tại **408-793-4305**.

## INSTRUCTIONS

Download and save this computer-fillable form to your computer. Complete the form, save it, and submit it with the documents outlined herein. Note that a separate application must be filed for each site.

## FEES

For a Historical Property Contract, an Environmental Exemption fee and a Public Noticing Fee are applicable. Your invoice for fees will be generated after you submit your application. Fees are outlined in the [Planning Fee Schedule](#). For initial fees and methods of payment, please visit [www.sanjoseca.gov/PlanningApplications](http://www.sanjoseca.gov/PlanningApplications). Review of your submittal will not begin until initial fees are paid. Full fees must be paid within 14 days.

## APPLICATION PACKAGE

### HOW TO SUBMIT

- Schedule your required virtual appointment at [www.sanjoseca.gov/PlanningAppointments](http://www.sanjoseca.gov/PlanningAppointments).
- Please save all forms and documents as PDF files. You will be asked to email your application at the time of your appointment.

**WHAT TO SUBMIT**

Please include the following in your application package:

- HISTORIC PROPERTY CONTRACT APPLICATION - This form, completed and signed.
- IF A CORPORATION OR PARTNERSHIP - For an application where the owner is a corporation or partnership, you must provide an official document providing evidence of those persons who are authorized to sign contracts on behalf of that entity.
- EXHIBIT A - LEGAL DESCRIPTION OF PARCEL - On a separate sheet labeled as "Exhibit A - Legal Description of Parcel", provide either a legal metes and bounds description covering the entire property OR the lot and tract numbers from a recorded subdivision map with a copy of the recorded tract map attached.
- COUNTY ASSESSOR'S PARCEL MAP - Obtain the map at [www.sccassessor.org](http://www.sccassessor.org) or visit the County Assessor's Office, 70 W. Hedding Street, 5th Floor, San Jose.
- PHOTOGRAPHS. Photographs of existing elevations of all structures. Place photos on a separate sheet and label each photo.
- PLOT PLAN - Draw to scale and date. Site Plan to include the following:
  - Location map and Assessor's Parcel Numbers
  - North arrow and bar scale
  - Dimensions of subject property and all existing lot lines.
  - All existing buildings and structures.
- EXHIBIT B - STANDARDS AND CONDITIONS FOR MAINTENANCE - On a separate sheet labeled as "Exhibit B", list the [The Secretary of the Interior's Standards for Rehabilitation](#) that are in effect when the applicant commences any rehabilitation. These Standards for Rehabilitation are the basic principles to help preserve the distinctive character of a historic building and its site (see example on page 5).
- EXHIBIT C - PRESERVATION PLAN - On a separate sheet labeled as "Exhibit C", describe each work item to be completed over the next 10 years and thereafter during extension periods (see example on page 6).

Staff will assign **FILE #**

Download and save this computer-fillable form to your computer. Signatures, if required, must be a Digital ID Signature.  
 Follow instructions for [Digital Forms & Signatures](#).

**1. PROPERTY INFORMATION** FIND APN: [WWW.SCCASSESSOR.ORG](http://WWW.SCCASSESSOR.ORG)

CITY LANDMARK NAME:  
 \_\_\_\_\_

CITY LANDMARK NUMBER:  
 \_\_\_\_\_

CITY LANDMARK PROPERTY ADDRESS:  
 \_\_\_\_\_

USE A COMMA BETWEEN MULTIPLE NUMBERS

ASSESSOR'S PARCEL NUMBER/S:  
 \_\_\_\_\_

DATE OF PROPERTY ACQUISITION:  
 \_\_\_\_\_

EXISTING ZONING:  
 \_\_\_\_\_

GENERAL PLAN DESIGNATION:  
 \_\_\_\_\_

GROSS ACRES:  
 \_\_\_\_\_

EXISTING USE OF PROPERTY:  
 \_\_\_\_\_

PROPOSED USE OF PROPERTY:  
 \_\_\_\_\_

**2. CONTACT INFORMATION PERSON WHO IS COORDINATING THIS APPLICATION**

CONTACT NAME:  
 \_\_\_\_\_

NAME OF FIRM IF APPLICABLE:  
 \_\_\_\_\_

ADDRESS:  
 \_\_\_\_\_

PHONE: _____	EMAIL: _____
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*CONTINUED >*

<b>OFFICE USE ONLY</b>		
INTAKE DATE:	BY:	PAID: \$
QUAD:	ZONING:	GENERAL PLAN DESIGNATION:
LOCATION:		

**3. AFFIDAVIT OF OWNERSHIP** *Must be a Digital ID Signature. See [DIGITAL FORMS & SIGNATURES](#).*

**THE UNDERSIGNED HEREBY DECLARE THAT THE FOLLOWING IS TRUE AND CORRECT:** The undersigned are all the owners of all the property described in Exhibit A - Legal Description of Subject Property. For an application where the owner is a corporation or partnership, you must provide an official document providing evidence of those persons who are authorized to sign contracts on behalf of that entity.

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OWNER NAME:

FIRM NAME <small>IF APPLICABLE:</small>	TITLE:
MAILING ADDRESS:	
EMAIL:	PHONE:

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● SIGNATURE of Property Owner DATE: [MM/DD/YYYY]

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OWNER NAME:

FIRM NAME <small>IF APPLICABLE:</small>	TITLE:
MAILING ADDRESS:	
EMAIL:	PHONE:

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● SIGNATURE of Property Owner DATE: [MM/DD/YYYY]

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OWNER NAME:

FIRM NAME <small>IF APPLICABLE:</small>	TITLE:
MAILING ADDRESS:	
EMAIL:	PHONE:

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● SIGNATURE of Property Owner DATE: [MM/DD/YYYY]

Signatures must be a Digital ID Signature. See [DIGITAL FORMS & SIGNATURES](#).

By signing this application, you acknowledge that you are the property owner or legally authorized agent of the property owner.

For additional signatures by other property owners, use the [AFFIDAVIT OF OWNERSHIP-MULTIPLE OWNERS FORM](#).

**EXAMPLE FOR EXHIBIT B**

OWNER shall, where necessary, restore and rehabilitate the Historic Landmark and shall do so only in full accordance and compliance with the rules and regulations of the [Secretary of the Interior's Standards for the Treatment of Historic Properties](#) with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings, as the same may be amended from time to time.

A summary of the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for reserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (the "Standards") is provided below for convenient reference. OWNER shall comply with the Standards in effect when OWNER commences any rehabilitation or restoration work on the Historic Landmark.

The Standards (Department of the Interior Regulations, 36 CFR 67) pertain to historic buildings of all materials, construction, types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purposes or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall 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 architectural element from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials, shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**EXAMPLE FOR EXHIBIT C**

OWNER shall annually expend an amount equal to a minimum of 10% of the tax savings attributed to this Agreement for the preservation and maintenance of the Historic Landmark. The rehabilitation of the Historic Landmark shall be completed on or before the 10th anniversary of the Effective Date of this Agreement, and such rehabilitation shall include all of the following tasks.

<b>Year</b>	<b>Description</b>
1	Foundation repairs
2	Plumbing upgrades
3	Three electrical upgrades
4	Basement waterproofing
5	Repaint exterior
6	Original door, window and hardware restoration
7	Reroofing and downspout restoration
8	Repair exterior trim and siding
9	Front iron fencing restoration
10	Repaint exterior

After the 10th anniversary date of the Effective Date of this Agreement, Owner shall expend an amount to a minimum of 10% of the tax savings attributed to this Agreement for the continued preservation and maintenance of the Historic Landmark and more specifically shall perform and complete but without limitation the following tasks each year:

Maintenance

Painting

Repairs