

HISTORICAL PROPERTY CONTRACT

THIS AGREEMENT is made and entered into by and between

COUNTY OF VENTURA, State of California, hereinafter called "**COUNTY**" and

John M. and Mary Cuthbert, Trustees of The Cuthbert Family Trust, hereinafter called "**OWNER**".

RECITALS

OWNER possesses and owns real property located within COUNTY, located at 76 Oak Drive, Ojai, CA and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

The real property is qualified historical property pursuant to Section 50280.1 of the California Government Code, as it is privately owned, not exempt from property taxation, and meets either of the following: (a) is listed in the National Register of Historic Places or located in a registered historic district; or (b) is listed in any state, city, county, or city and county official register of historical or architecturally significant sites, places, or landmarks. The real property is hereinafter defined and referred to as the "Historical Property".

Both COUNTY and OWNER desire to carry out the purposes of ARTICLE 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code, and ARTICLE 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Both COUNTY and OWNER desire to limit the use of the Historical Property to retain its characteristics as property of historical significance.

AGREEMENT

NOW, THEREFORE, both OWNER and COUNTY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. **AGREEMENT SUBJECT TO CALIFORNIA GOVERNMENT CODE SECTIONS 50280-50290.** This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and ARTICLE 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes.
2. **FURNISHING OF INFORMATION.** OWNER shall furnish COUNTY with any information which COUNTY shall require in order to enable COUNTY to

County of Ventura
July 25, 2022
Cultural Heritage Board Meeting
Item 7a
Exhibit 1 – Proposed Mills Act Contract

determine the eligibility of the Historical Property to be classified as qualified historical property.

3. **PRESERVATION OF PROPERTY.** OWNER agrees to preserve, restore, and rehabilitate the Historical Property in conformance with the following conditions, requirements, and restrictions.
 - A. OWNER shall preserve and maintain the characteristics of historical significance of the Historical Property described as Exhibit B. Attached hereto, marked as Exhibit C, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use, and preservation of the Historical Property, which shall apply to such Historical Property throughout the term of this Agreement.
 - B. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation and the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and in accordance with the schedule of improvements attached hereto as Exhibit D and incorporated herein by this reference.
4. **INSPECTIONS.** OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by the COUNTY, State Board of Equalization, or State Department of Parks and Recreation as may be necessary to determine the OWNER's compliance with this Agreement.
5. **PAYMENT OF FEE.** As a condition of the Agreement, on the anniversary date of this Agreement OWNER shall pay COUNTY an annual fee as adopted in the Ventura County Planning Division Fee Schedule by the Ventura County Board of Supervisors to the Cultural Heritage Board staff for the cost of administering the Agreement by the COUNTY's Planning Director (or designated representative).
6. **TERM.** The term of this Agreement shall be for a minimum period of ten (10) years, from January 1, 2023 (the "Effective Date"), to and including January 1, 2033.
7. **NOTIFICATION BY OWNER.** The OWNER or agent of the OWNER shall provide written notice of this Agreement to the California State Office of Historic Preservation within six (6) months of entering into the Agreement. At such time, the OWNER or agent of the OWNER shall provide to the COUNTY proof of written notice of this Agreement to the California State Office of Historic Preservation.

8. **AUTOMATIC RENEWAL.** On the anniversary date of the Effective Date of this Agreement, one year shall be added automatically to the initial Term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.
9. **NOTICE OF NONRENEWAL.** If in any year either OWNER or COUNTY 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 the OWNER at least 90 days or by the COUNTY at least 60 days prior to the renewal date, one year shall automatically be added to the Term of this Agreement. OWNER in receipt of a Notice of Nonrenewal from COUNTY may make a written protest to the COUNTY's Planning Director within ten calendar days of the date of service of the Notice of Nonrenewal (or the following work day if the tenth day falls on a weekend or holiday). Should COUNTY Planning Director uphold Notice of Nonrenewal, OWNER may appeal to the COUNTY's Board of Supervisors by filing an appeal application with the COUNTY's Planning Director within ten calendar days of such decision, along with a fee deposit in accordance with the most recently adopted RMA/Planning Division Fee Schedule and a completed fee reimbursement agreement. At any time prior to the renewal date, COUNTY may withdraw its Notice of Nonrenewal.
10. **EFFECT OF NOTICE OF NONRENEWAL.** If in any year either party serves Notice of Nonrenewal, 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.
11. **CANCELLATION.** COUNTY may cancel this Agreement if COUNTY determines OWNER has breached any of the conditions or covenants of this Agreement or has allowed the Historical Property to deteriorate to the point that it no longer meets the standards for a qualified historical property. COUNTY may also cancel this Agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.
12. **NOTICE OF CANCELLATION.** This Agreement cannot be canceled until after the COUNTY has given notice and has held a public hearing before the COUNTY's Planning Director regarding the grounds of cancellation set forth in paragraph 11. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property, and shall be published in accordance with Government Code Section 6060. An aggrieved party may appeal to the COUNTY's Board of Supervisors a decision of the COUNTY's Planning Director by filing an appeal application with the COUNTY's Planning Director within ten calendar days (or the following work day if the tenth day falls on a weekend or holiday) of such decision, along with a fee deposit in accordance with the most recently adopted RMA/Planning Division Fee Schedule and a completed fee reimbursement agreement. Cancellation would be effective on the date as stated in final COUNTY decision, as applicable.

13. **CANCELLATION FEE.** If COUNTY cancels this Agreement in accordance with paragraphs 11 and 12, above, OWNER shall pay a cancellation fee of twelve and one-half percent (12½%) of the current fair market value of the Historical Property at the time of cancellation. The current fair market value shall be determined by COUNTY Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to COUNTY Auditor-Controller at such time and in such manner as COUNTY Auditor-Controller 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.
14. **ALTERNATIVE ENFORCEMENT.** As an alternative to cancellation of this Agreement for breach of any condition or covenant, the COUNTY or any landowner may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.
15. **NOTICES.** All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be at the address shown on the last equalized County assessment role, and COUNTY's address shall be: Planning Director L#1740, County of Ventura, County Government Center, 800 South Victoria Avenue, Ventura, California 93009. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.
16. **NO COMPENSATION.** OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that 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 Historical Property on account of the restrictions on the use and preservation of the Historical Property.
17. **REMEDY IF AGREEMENT HELD NOT AN ENFORCEABLE RESTRICTION.** In the event it is finally determined that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.

18. **EMINENT DOMAIN PROCEEDINGS.** In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the COUNTY to frustrate the purpose of this Agreement, the Agreement shall be canceled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.
19. **RECORDATION.** No later than twenty (20) days after the COUNTY enters into this Agreement, the COUNTY shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories) with the County Recorder. This Agreement must be recorded on or before the lien date for the fiscal year in which the valuation, pursuant to Revenue and Taxation Code Section 439 et seq., would apply.
20. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.
21. **AMENDMENTS.** This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, except that the COUNTY's Planning Director is authorized to amend the list of required rehabilitation projects in Exhibit D, if applicable.
22. **ADMINISTRATION.** This Agreement shall be administered by the COUNTY's Planning Director (or designated representative) following approval of this Agreement by the Ventura County Board of Supervisors. The COUNTY shall maintain authority of this Agreement through the COUNTY's Planning Director (or designated representative). The COUNTY's Planning Director shall have the authority to issue interpretations, waive provisions, and enter into amendments of Exhibit D of this Agreement on behalf of the COUNTY so long as such actions do not change the uses permitted on the Historic Property or the purpose of this Agreement, and such amendments may include extensions of time specified in Exhibit D. All other waivers or amendments shall require the written approval and consent of the Ventura County Board of Supervisors.

IN WITNESS WHEREOF, the parties to this contract have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this _____ day of _____, 2022.

COUNTY OF VENTURA

By: _____
Chair, Board of Supervisors
County of Ventura

ATTEST:

SEVET JOHNSON, PsyD
Interim Clerk of the Board of the Board of Supervisors
County of Ventura, State of California.

By: _____
Deputy Clerk of the Board

John M. Cuthbert, Trustee
For: The Cuthbert Family Trust

Date

Mary Cuthbert, Trustee
For: The Cuthbert Family Trust

Date

Attachments:

- Exhibit A: Legal Description of Property
- Exhibit B: List of Significant Character Defining and Historic Features
- Exhibit C: Mills Act Minimum Standards for Maintenance, Use, and Preservation
- Exhibit D: Mills Act 10 Year Rehabilitation Plan