


RECORDING REQUESTED BY:

CITY OF OXNARD

Request recording without fee. Record for Benefit of the City of Oxnard pursuant to Section 6103 of Government Code.


20141210-00155483-0 1/12
Ventura County Clerk and Recorder
MARK A. LUNN
12/10/2014 12:05:01 PM
886452 \$.00 JO

WHEN RECORDED MAIL TO:

Oxnard City Clerk's Office
305 West Third Street
Oxnard, CA 93030

AGREEMENT A-7731

HISTORICAL PROPERTY CONTRACT AGREEMENT.

THIS AGREEMENT is made and entered into by and between

CITY OF OXNARD, State of California, hereinafter called ("CITY") and

Armando J. Berriz and Catherine Berriz, husband and wife

holding title to their property as community property, hereinafter called ("**OWNER**")

RECITALS

OWNER possesses and owns real property located within CITY, as described in Exhibit A, attached hereto and incorporated herein by this reference.

The real property is qualified historical property that is privately owned, is not exempt from property taxation, and is either: (a) Listed in the National Register of Historic Places or located in a registered historic district, as defined in Section 1.48-12(d) of Title 26 of the Code of Federal Regulations; or (b) 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 referred to as the "Historical Property."

Both CITY 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 CITY and OWNER desire to preserve the Historical Property and, when necessary, to restore and rehabilitate the Historical Property to retain its characteristics as property of historical significance.

County of Ventura
November 13, 2023
Cultural Heritage Board Meeting
Item 6a
Exhibit 3 - Mills Act Contract

COUNCIL APPROVAL
DATE: 12-2-14 AGENDA # H-1

A G R E E M E N T

NOW, THEREFORE, OWNER and CITY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, 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 Information

OWNER shall furnish CITY with any information requested by CITY to enable CITY to determine the eligibility of the Historical Property to be classified as qualified historical property.

3. Preservation, Restoration and Rehabilitation 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. A list of the 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, is attached hereto as Exhibit B and incorporated herein by this reference.
- 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 schedule of rehabilitations attached hereto as Exhibit C and incorporated herein by this reference.

4. Inspections

OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by CITY's Cultural Heritage Board representative(s), the Assessor of

Ventura County, the State Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine OWNER'S compliance with this Agreement.

5. Annual Fee

Each year on the anniversary date of this Agreement, OWNER shall pay an annual inspection fee to the City of Oxnard for inspection of the Historical Property by Cultural Heritage Board representative(s).

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from January 1, 2015 to and including December 31, 2024.

7. Notification by Owner

OWNER or an agent of OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six months of the execution of this Agreement.

8. Automatic Renewal

On the anniversary date of this Agreement, one year shall be added automatically to the initial ten year 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 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 at least 90 days or by CITY at least 60 days prior to the renewal date, one year shall automatically be added to the term of this Agreement. Upon receipt by OWNER of a Notice of Nonrenewal from CITY, OWNER may make a written protest. At any time prior to the renewal date, CITY 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

CITY may cancel this Agreement if CITY determines OWNER has breached any of the conditions or covenant of this Agreement or has allowed the Historical Property to deteriorate to

the point that it no longer meets the standards for qualified historical property. CITY 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 cancelled until after CITY has given notice and has held a public hearing 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 to each owner of property within the historic zone where the Historical Property is located, and shall be published in accordance with Government Code Section 6061.

13. Cancellation Fee

If CITY cancels this Agreement in accordance with paragraph 12 above, OWNER shall pay a cancellation fee of 12-1/2% of the current fair market value of the Historical Property at the time of cancellation, which shall be determined by the Ventura County Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the Ventura County Auditor-Controller at such time and in such manner as he or she shall prescribe. The Ventura County auditor shall allocate the cancellation fee to each jurisdiction in the tax rate area in which the Historical Property is located in the same manner as he or she 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, CITY 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 that last known address on CITY records, and CITY's address shall be: Planning Division, 214 South C Street, Oxnard, California 93030. 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 CITY 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

If a court determines, and that determination is not appealed or is upheld on appeal, that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of 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 CITY to frustrate the purpose of this Agreement, the Agreement shall be cancelled 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 20 days after CITY enters into this Agreement, the City Clerk of the City of Oxnard shall record a copy of the Agreement (with properly notarized signatures of the Agreement signatories). This Agreement shall 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., will apply. From and after the time of recordation, this Agreement shall impart notice thereof to all persons, as is afforded by the recording laws of the State.

20. Successors and Assigns

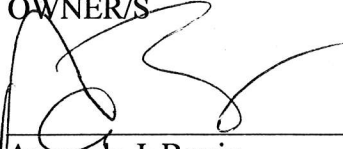
This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

IN WITNESS WHEREOF, CITY and OWNER have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this 2nd day of December 2014.


CITY OF OXNARD



Tim Flynn, Mayor


OWNER/S


Armando J. Berriz




Catherine T. Berriz

ATTEST:



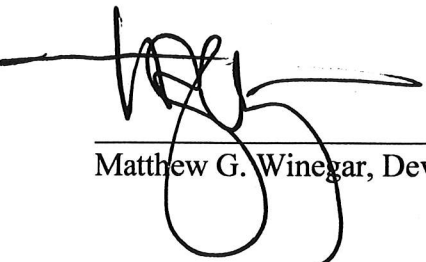
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



Matthew G. Winegar, Development Services Director

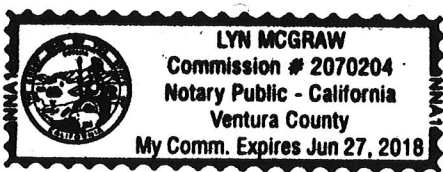
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of Ventura }

On December 8, 2014 before me, Lyn McGraw, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Armando J. Berriz and Catherine Berriz
Name(s) of Signer(s)



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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity 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: [Handwritten 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: Historical Property Contract

Document Date: December 2, 2014 Number of Pages: 11

Signer(s) Other Than Named Above: Tim Flynn, Mayor.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Armando J. Berriz Signer's Name: Catherine Berriz

- Corporate Officer - Title(s)
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura }

On December 2, 2014 before me, Jose Daniel MARTINEZ

Date

Here Insert Name and Title of the Officer

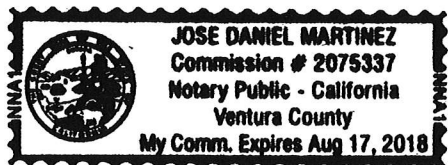
personally appeared Tim Flynn, Mayor

Name(s) of Signer(s)

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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity 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.



Place Notary Seal Above

Signature Jose Daniel Martinez

Signature of Notary Public

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: Historical Property Contract (A-7731)

Document Date: December 2, 2014

Number of Pages: ten (10)

Signer(s) Other Than Named Above: Armando J and Catherine T Berriz

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Mayor

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

City of Oxnard

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Exhibit 'A'

Legal Description

Lots 5 and 6 of the Eastwood and Lathrop Subdivision, in the City of Oxnard, County of Ventura, State of California, as shown on a map recorded in Book 14, Page 35 of Miscellaneous Records, in the Office of the County Recorder of said Ventura County.

APN: 202-0-121-080

McColm Manor Apartments
534-542 South F Street, Oxnard, CA 93030
Historic Property Characteristics

The property is a u-plan courtyard apartment complex with two two-story apartment buildings and two single-story garage buildings. The two residential buildings have L-shaped plans and are arranged symmetrically on the site. Together with a brick wall at the front (west side) of the property, they surround a central courtyard. The garage buildings face an alley at the rear (east side) of the property. The buildings' style is Minimal Traditional, a popularized form of the Modern style, which incorporates familiar design elements derived from historical architectural styles into otherwise Modern buildings. The property exemplifies the "u-parti" form of courtyard apartment complexes, one of the most common and characteristic of the courtyard types built in Southern California.

Exterior:

- Stucco finish
- Low-pitched hipped roofs and shallow boxed eaves
- Four-by-one light steel casement windows
- Tripartite four-by-one light steel casement windows with transoms above
- Glass block windows
- Shallow sills and no framing
- Single, louvered, faux wood shutters mounted on one side of the windows that face the street (west)
- Entrances to second floor apartments accessed via stairways leading to common balconies
- Stucco-clad stairways with steel pipe rails and balusters
- Wood frame pergolas supported by steel pipe columns cover the balconies
- Painted brick wall at front (west side) of property connects the two long arms of the U-plan created by the residential buildings and encloses the courtyard
- Vertical, wood-paneled, awning garage doors

Interior:

- Tile counters in kitchens and bathrooms
- Original wood cabinets in kitchens and bathrooms
- Original flooring (of unknown wood type and condition) remains under contemporary flooring

Landscaping:

- Central courtyard with lawn and plantings
- Large lawn between buildings/wall and sidewalk

MAINTENANCE AND REHABILITATION STANDARDS AND CONDITIONS SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

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, places 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 replaces. 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 such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

PROPERTY MAINTENANCE

All buildings, structures, yards and other improvements shall be maintained in a superior manner. All current building and zoning codes will be enforced. The following conditions are prohibited:

- a. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- b. Abandoned or discarded objects, equipment, or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.
- c. Stagnant water or open excavations.
- d. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- e. Peeling exterior paint or unremoved/uncovered graffiti.
- f. Overgrown landscaping, exposed bald areas within yards or grounds, and broken hardscape features which could cause injury.
- g. Other substandard conditions as cited by the Cultural Heritage Board, the Planning Director, or the Cultural Heritage Board Staff.

CONDITIONS

This Historical Property Contract provides the potential for property tax reduction in exchange for agreement to rehabilitate and maintain a historic building. Existing conditions (interior and exterior) not in conformance with the Secretary of the Interior's Standards may be required to be removed and the original conditions remedied as part of this contract.

Source: United States. Secretary of the Interior's Standards for Rehabilitation.

EXHIBIT C

Proposed Mills Act Contract Ten-Year Rehabilitation Plan For:

534-542 SOUTH F STREET OXNARD CA

Year	Proposed Project* (Describe the rehabilitation project in detail)	Estimated Cost
Year 1	Restore/repair existing pergolas over second story door entrances. Replace four vinyl windows with steel case windows to return windows to original (or near original) condition.	12,000 - 14,000
Year 2	Replace cracked driveway.	28,000
Year 3	Repair eaves and/or overhangs; repair exterior stucco; paint all exterior surfaces, including walking paths	25,000 - 30,000
Year 4	Build pergola over courtyard entrance to restore original condition.	10,000 - 12,000
Year 5	Restore laundry room to 534 South F Street, including flooring, counter and sink; replumb and upgrade electrical circuits and service lines to laundry room; place laundry machines.	9,000 - 11,000
Year 6	Restore original or replace wood flooring in living and bedrooms in multiple apartments.	12,000 - 15,000
Year 7	Upgrade electrical circuits and service lines to three-double garage; replace wooden garage doors with automatic garage doors at 534 South F Street.	12,000 - 15,000
Year 8	Upgrade electrical circuits and service lines to three-double garage, replace wooden garage doors with automatic garage doors at 542 South F Street.	12,000 - 15,000
Year 9	Restore original or replace wood flooring in living and bedrooms in multiple apartments.	12,000 - 15,000
Year 10	Re-Roof all four structures: both apartment buildings and both garages.	35,000

*Please note that projects that affect a residence (exterior or interior) are subject to Cultural Heritage Board or Cultural Heritage Board staff review and approval prior to work commencing. Work must meet all Building Code and Zoning Ordinance requirements and the *Secretary of the Interior's Standards for the Treatment of Historic Rehabilitation*.

See attached list of potential Mills Act Contract projects. All approved Mills Act Contracts will be subject to an annual inspection. The property owner is responsible for providing "before" and "after" photographs for all rehabilitation activities and for covering the costs related to these inspections.

This is a true certified copy of the original public record if it bears the seal, imprinted in purple ink, of the County Clerk and Recorder.

Mark A. Lunn

MARK A. LUNN
County Clerk and Recorder
Ventura County, California



DEC 10 2014