



Meeting Date: 12/14/2010

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input checked="" type="checkbox"/> Public Hearing (Info/Consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Juan Martinez, Associate Planner *jm* Agenda Item No. **K-2**

Reviewed By: City Manager *[Signature]* City Attorney *SMF* Finance *[Signature]* Other (Specify)

DATE: December 1, 2010

TO: City Council

FROM: Susan L. Martin, AICP, Planning Manager *smart*
Development Services Department

SUBJECT: Planning and Zoning Permit No. 10-681-01 (Historic Landmark No. 171) and 10-680-02 (Mills Act-Property Tax Abatement Program), Bon Ton Court, 531 South F Street. Filed by Gino Dean, 6418 Hummingbird, LLC.

RECOMMENDATION

That the City Council:

1. Adopt a resolution upholding the City of Oxnard Cultural Heritage Board’s recommendation to designate property known as Bon Ton Court, located at 531 South F Street, as Ventura County Historical Landmark No. 171.
2. Approve and authorize the Mayor to execute a Mills Act Contract (City Contract No. A-7373) with Gino Dean, 6418 Hummingbird LLC to maintain and preserve a historic property located at 531 South F Street (Historic Landmark No. 171) for the benefit of reduction in property taxes.

DISCUSSION

In accordance with City Council Resolution No. 10,135 and 13,215, on November 22, 2010, the City of Oxnard Cultural Heritage Board held a public hearing and adopted a resolution recommending that the City Council designate the subject property (Bon Ton Court Apartments) located at 531 South G Street, as Ventura County Historical Landmark No. 171. In April of 1991, the City of Oxnard adopted Resolution No. 10,135, involving procedures and standards for declaring Ventura County landmarks, monuments, and points of historical interest. Since that time, the Ventura County Cultural Heritage Board has acted as the City of Oxnard Cultural Heritage board. In addition, the adopted resolution endorses the owners request to enter into a Mills Act contract with the City of Oxnard for the benefit of property tax savings in exchange for continued preservation of the subject property.

The Ventura County Cultural Heritage Board staff conducted a site inspection of the property to evaluate and document existing property conditions of structure(s) and surrounding property, and

historic resources. In addition, San Buenaventura Research Associates prepared a historic resources report (attached) that assesses historical and architectural significance in accordance with the City of Oxnard's landmark criteria established by Resolution No. 10,135. The contract agreement incorporates as an attachment specific requirements that outline rehabilitation measures for the life of the contract. Also, the Mills Act contract agreement is contingent upon City Council agreeing and declaring the subject property Ventura County Historical Landmark No. 171. In accordance with City Council Resolution 13,215, the Mills Act agreement will make the property eligible for a reduction of property taxes through the Ventura County Assessor's office. The property tax relief contract involves preservation and rehabilitation schedules agreed to by the owner to restore and/or maintain their historic properties according to the Secretary of the Interior's Standards for the Treatment of Historical Properties guidelines.

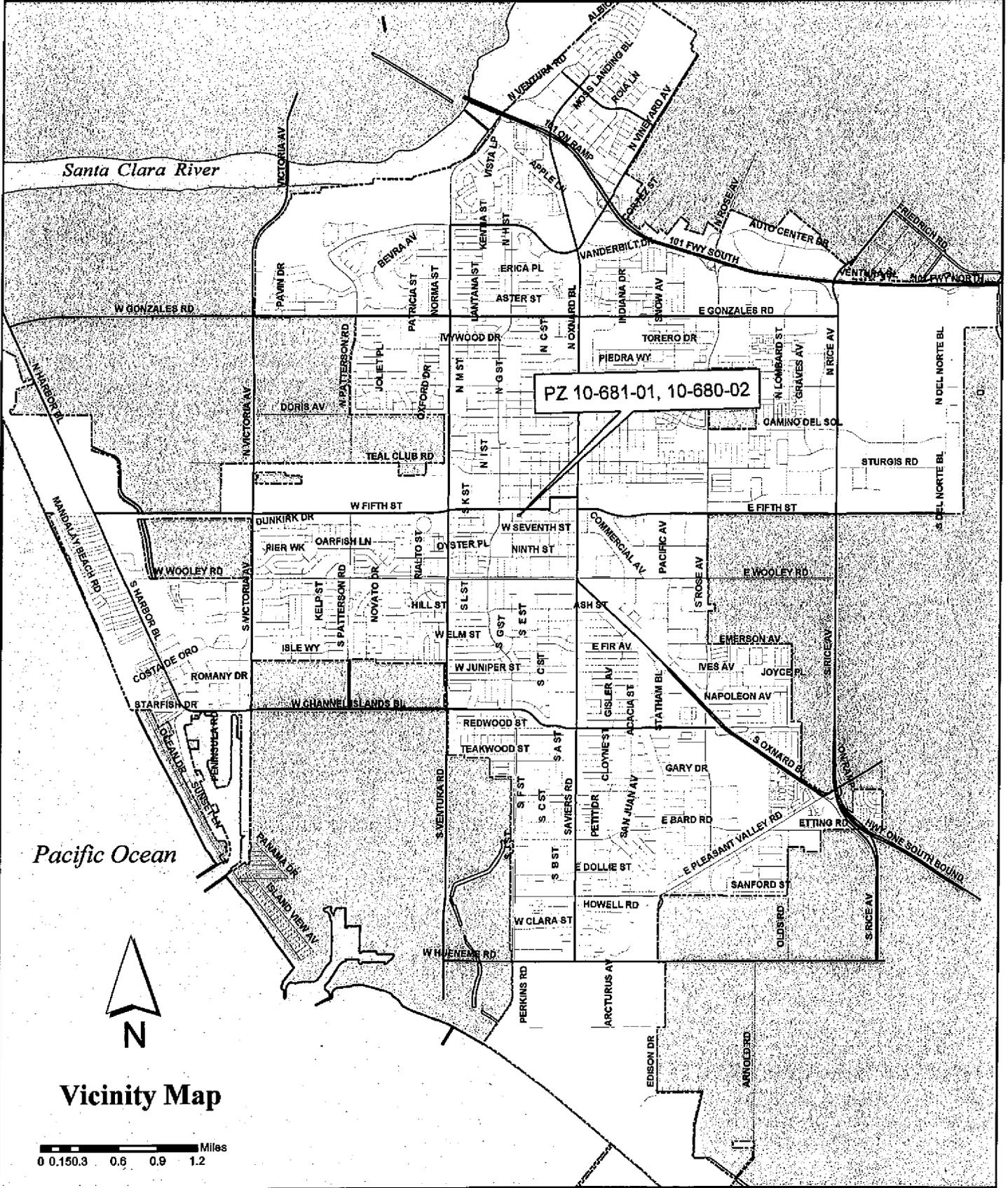
FINANCIAL IMPACT

Approval of a Mills Act contract would result in the annual loss of future property tax revenue to the City of approximately \$900.00 to \$1,200.00 as the Mills Act has the effect of freezing the assessed base value of the property.

Attachment:

1. Location map
2. Oxnard Cultural Heritage Board Staff Report
3. Historic Resources Report
4. Oxnard Cultural Heritage Board Resolution (November 22, 2010)
5. Resolution
6. Mills Act Historical Property Contract (City Contract No. A-7373)

Note: The Historic Resources Report (Attachment 3) has been provided to the City Council. Copies are available for review at the Help Desk (second floor) in the Main Library after 6:00 p.m. on the Thursday prior to the Council meeting, and at the City Clerk's Office after 8:00 a.m. on Monday.



PZ 10-681-01, 10-680-02

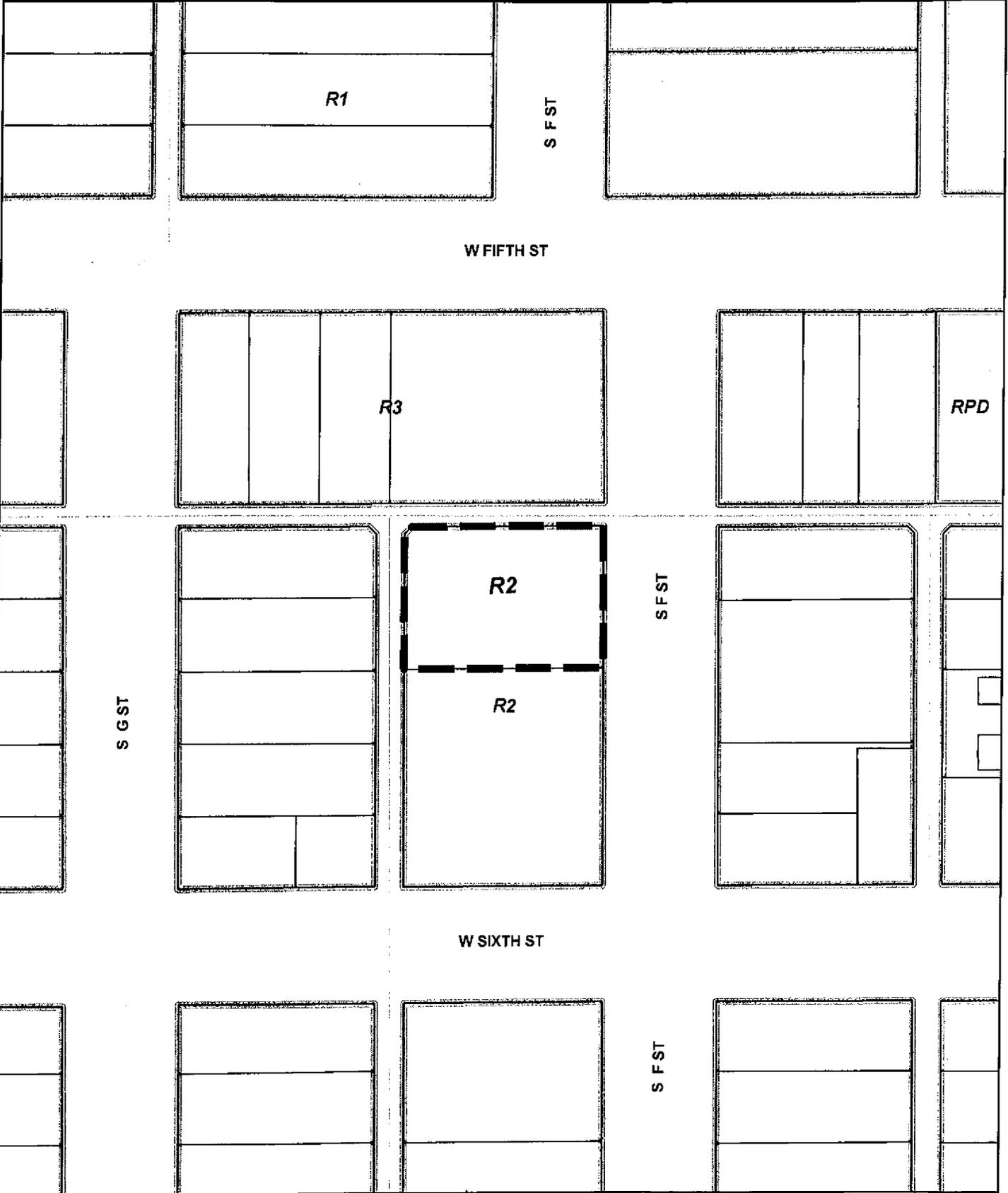


Oxnard Planning
November 29, 2010

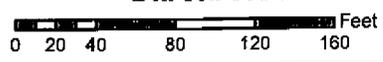
PZ 10-681-01, 10-680-02
Location: 531 S F St
APN: 202012201
Bon Ton Court

ATTACHMENT 1
PAGE 1 OF 2

Zone Map



PZ 10-681-01, 10-680-02
Location: 531 S F St
APN: 202012201
Bon Ton Court



Zone Map

ATTACHMENT 1
PAGE 2 OF 2



1:1,131

**OXNARD CULTURAL HERITAGE BOARD
STAFF REPORT AND RECOMMENDATIONS
AGENDA OF NOVEMBER 22, 2010
ITEM NO. 4a**

SUBJECT:

Recommendation regarding Ventura County Historical Landmark designation and Mills Act Contract for property located at 531 South F Street, Oxnard, Project No. 10-322

APPLICANT/PROPERTY OWNERS

Gino Dean
6418 Hummingbird LLC
790 Cedar st #100
Ventura, CA 93001

REQUEST:

A request to recommend to the Oxnard City Council to designate property located at 531 South F Street, Oxnard as Ventura County Historical Landmark No. 171 and establish a Historical Property Agreement (also known as a Mills Act Contract) pursuant to Section 50280 of the California Government Code for all structures on-site and the site, itself.

LOCATION, AND PARCEL NUMBER:

531 South F Street, Oxnard, CA /APN 202-0-122-010

BACKGROUND:

On September 28, 2010, the property owners requested that their property be considered for local listing as a Ventura County Historical Landmark. Based on the historic resources report (Exhibit 1) that was completed by San Buenaventura Research Associates, and the October 7, 2010 field visit to the property by staff and two members of the Cultural Heritage Board, the property appears to meet the criteria for Ventura County Landmark eligibility under Criteria 1 (exemplifies special elements of the County's social, aesthetic, engineering, architectural or natural history), 4 (embodies elements of architectural design, and craftsmanship) and 8 (one of the few remaining examples in the County possessing distinguishing characteristics) as further discussed in this staff report. As proposed, the historic property would include an eight unit bungalow courtyard complex built in 1926 and designed in the Spanish Revival style.

ATTACHMENT 2

PAGE 1 **OF** 5

The bungalow court is arranged in a U-shaped plan and consists of a duplex and single unit on one side facing a duplex and single unit on the other side. At the rear, connecting the U-plan is a duplex. A long rectangular-shaped eight-bay garage complex is located behind the complex and fronting the alleyway. In the middle of the complex is a rectangular courtyard with a centered scored concrete walkway to the front entry of each unit.

The property owners have also requested to enter into a Mills Act contract with the City of Oxnard for the benefit of property tax savings in exchange for continued preservation of the subject property known as Bon Ton Court (See Exhibit 2, Mills Act Contract application).

Historical Background

Bon Ton Court is located at 531 South F Street, in the City of Oxnard. The property is a part of the Eastwood-Lathrop subdivision recorded in the County Recorder's Office on September 1, 1925. The lots within the subdivision vary in size from 6,700 to 7,250 square feet. The property consists of two lots plus the northerly one foot of a third lot and is rectangular in shape. The bungalow court was built in 1926 for Fred L. Bonn and wife, Lula M. Bonn. Mr. Bonn was a dehydrator operator for the oil industry. The couple resided in one of the units after Bon Ton Court was completed. Over the years, the Bon Ton Court was home for working-class Oxnard citizens.

The Bon Ton Court has retained much of its original integrity although some minor alterations have occurred over the years such as replacement of a front fixed window with a vinyl multi-paned window, addition of wrought iron bars over the windows, removal of heating units from fireplaces, and removal of some of the interior lighting fixtures. Some of the original features of the units include a combination built-in ironing board and breakfast tables, telephone niches, door hardware, picture mouldings and other woodwork.

Architectural Background

Bon Ton Court was built in a Spanish Revival architectural style. The bungalow courtyard complex was designed in a u-shaped arrangement known as the u-court that was popular in the early 20th Century in California, Florida, and Southern Arizona. The u-court is the most common and typical plan with buildings on three sides facing a central open space and landscaped area. According to Robert Winter, one of California's leading architectural historians, bungalow courts were influenced by religious campgrounds of the East and Midwest, which featured cottages built around the common green.

City of Oxnard Landmark Criteria found in the Ventura County Cultural Heritage Ordinance (§§1360-1374)

The Cultural Heritage Board (Board) must find that the proposed Historical Landmark satisfies one of the criteria noted below in Section 1365-5:

- (1) It exemplifies or reflects special elements of the County's social, aesthetic, engineering, architectural or natural history;*
- (2) It is identified with persons or events which are significant in national, state or local history;*
- (3) It shows evidence of habitation, activity or the cultural of prehistoric man;*
- (4) It embodies elements of architectural design, details, materials or craftsmanship which represents a significant structural or architectural achievement or innovation;*
- (5) It is representative of the work of a master builder, designer, architect or artist;*
- (6) It is imbued with traditional or legendary lore;*
- (7) It has a unique location or singular physical characteristics or is a view or vista representing an established and familiar feature associated with a neighborhood, community or the County of Ventura;*
- (8) It is one of the few remaining examples in the County possessing distinguishing characteristics of an architectural or historical type or specimen.*

Staff Analysis: The evidence provided in the Historical Resources Report (HRR) supports making the findings under Criterion 1, 4, and 8 (Exhibit 1; pages 3 and 4 - HRR and Exhibit 3 - Historic Property Characteristics).

According to the San Buenaventura Research Associate's evaluation, "The Bon Ton Court reflects special elements of the County's architectural history under Criterion 1 as a scarce example of a housing type that was built in the 1920's through the 1940's to address the needs of multifamily housing. Under Criterion 4, the Bon Ton Courts embodies the architectural design, details, and materials characteristic of the courtyard housing popular in the 1920's and is one of the earliest examples of this courtyard type designed in the Spanish Revival style. Under Criterion 8, the Bon Ton Courts is one of the two remaining courtyard apartment complexes in Oxnard from the 1920's."

Another five courtyard complexes were identified in the report (Exhibit 1, page 4 -HRR) as built in the 1930's and 1950's in the courtyard u-shaped style. The report further indicated that all seven courtyard complexes (ca 1920's-1950's) appeared to be potentially eligible as a discontinuous Landmark District (Exhibit 4) but would need further research to establish eligibility of this potential district.

The City of Oxnard Ordinance (§§1360-1374 of Ventura Co. Cultural Heritage Ordinance) does not provide for a minimum age for listing or criteria for the level of integrity required for a property to be eligible for landmark designation, however, it does provide criteria for a Point of Interest. As this is not a request for a Point of Interest, these criteria do not apply.

Mills Act Findings: As required by the language of the contract, the following findings must be made by your Board:

1. 6418 Hummingbird, LLC., a California Limited Liability Company, possess and own real property located at 531 South F Street in the City of Oxnard, California;
2. The property is a qualified historical property that is privately owned, not exempt from property taxation and is being considered for designation as Ventura County Historical Landmark No. 171;
3. The owner desires to carry out the relevant purposes of the California Government Code for the entire site and structures thereon, and
4. The owner desires to limit the use of the Historical Property, the Bon Ton Court site, to retain its characteristics as a property of historical significance.

HEARING NOTICE AND PUBLIC COMMENTS

A public notice was sent by U.S. mail to all of the property owners of the subject property not less than fifteen (15) days from the date of this hearing (Exhibit 5 – 15-day Public Hearing Notice). No public comment regarding this request has been received to date.

RECOMMENDATION ACTIONS:

1. **Conduct** public hearing, hear testimony, and consider the staff report;
2. **Find** that the property owners were given a 15-day notice as required (Exhibit 5) and that they concur with the recognition by your Board of the Bon Ton Court as a Landmark and placement of said recognition in County lists;
3. **Find** that the Bon Ton Court meets the standards required by the City of Oxnard Landmark Criteria (§§1360-1374 of Ventura Co. Cultural Heritage Ordinance);
4. Based on the preceding evidence and analysis, **Find**, through adoption of a Resolution (Exhibit 6), that your Board recommends that the Oxnard City Council designate Bon Ton Court as Ventura County Landmark No. 171,

5. **Consider and approve Mills Act Findings 1 through 4 noted above; and**
6. If the findings are approved, the Cultural Heritage Board shall consider recommending the adoption, by Resolution (Exhibit 6), of the proposed Mills Act contract to the Oxnard City Council.

The Cultural Heritage Board's recommendation will be acted upon by the Oxnard City Council within 90 days from the time when the Cultural Heritage Board adopts a recommendation (VCOC §1365-1).

Prepared by:



Nicole Doner, Senior Planner
805-654-5042

Attachments:

- Exhibit 1: Historic Resources Report of the Bon Ton Court
- Exhibit 2: Mills Act Application, Contract, and Legal Description
- Exhibit 3: Historic Property Characteristics/ Mills Act Standards
- Exhibit 4: Potentially Eligible Discontiguous Landmark District in Oxnard
- Exhibit 5: 15-day Public Hearing Notice
- Exhibit 6: Resolution

cc: Property Owners

**RESOLUTION OF
THE OXNARD CULTURAL HERITAGE BOARD
RECOMMENDING APPROVAL OF THE DESIGNATION AS A
VENTURA COUNTY HISTORICAL LANDMARK
AND MILLS ACT CONTRACT FOR THE
BON TON COURT**

WHEREAS, the Ventura County Cultural Heritage Board serves as the Cultural Heritage Board for the City of Oxnard; and

WHEREAS, the Oxnard Cultural Heritage Board, on November 22, 2010, held a public hearing to consider a request to designate property known as Bon Ton Court, located at 531 South F Street, Oxnard as Ventura County Historical Landmark No. 171 and a request for a "Mills Act" historical property contract ("Contract") with the property owners of the Bon Ton Court, pursuant to City of Oxnard procedures and Section 50280 of the California Government Code for all structures on-site and the site; and

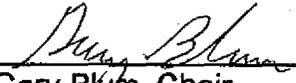
WHEREAS, the Oxnard Cultural Heritage Board, on November 22, 2010, found that Bon Ton Court is a qualified historical property that is privately owned, not exempt from property taxation, and is eligible as a Ventura County Historical Landmark; and

WHEREAS, the property owners of the Bon Ton Court, if designated by the Oxnard City Council as a County Landmark, are eligible to take advantage of the Contract benefits of property tax savings in exchange for restoration, preservation, and maintenance of the Bon Ton Court; and

WHEREAS, the Contract requires that the owner stipulate to proposed rehabilitation measures over a minimum ten-year period and that the Contract is automatically renewed each year and is transferred to new owners when the property is sold.

NOW, THEREFORE, BE IT RESOLVED that the Oxnard Cultural Heritage Board recommends to the City Council that they approve the designation of property located at 531 South F Street, Oxnard as Ventura County Historical Landmark No. 171 and authorize the Mayor to execute a Mills Act Contract for the Bon Ton Court. A recorded copy of such Contract to be on file with the Ventura County Recorder's Office.

Date: 11/22/10

By: 
Gary Blum, Chair

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO APPROVE PLANNING AND ZONING PERMIT NO. 10-681-01 (HISTORIC LANDMARK DESIGNATION NO. 171) TO DESIGNATE PROPERTY LOCATED AT 531 SOUTH F STREET, AND KNOWN AS BON TON COURT AS VENTURA COUNTY HISTORICAL LANDMARK NO. 171. FILED BY GINO DEAN, 6418 HUMMINGBIRD LLC, 790 CEDAR STREET NO. 100 VENTURA, CA 93001.

WHEREAS, in accordance with City Council Resolution No. 10,135, the Ventura County Cultural Heritage Board, serving as the City of Oxnard Cultural Heritage Board, adopted a resolution recommending that the City Council designate Bon Ton Court as Ventura County Landmark No. 171, filed by Gino Dean, 6418 Hummingbird LLC; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the application for historical landmark designation of the Bon Ton Court property; and

WHEREAS, the City Council has carefully reviewed the recommendation of the City of Oxnard Cultural Heritage Board, and has concluded that the Bon Ton Court property is of historical significance to the City of Oxnard and meets criteria set forth by Resolution No. 10,135 regarding historical landmarks; and

WHEREAS, Section 15331 of Title 14 of the California Code of Regulations exempts the project from the requirements for the preparation of documents imposed by the California Environmental Quality Act; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning and Zoning Permit No. PZ 10-681-01 (Historic Landmark Designation No. 171) is approved and hereby declares Bon Ton Court to be Ventura County Historical Landmark No. 171.

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.

WHEN RECORDED MAIL TO:

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

AGREEMENT A-7373

HISTORICAL PROPERTY CONTRACT

THIS AGREEMENT is made and entered into by and between

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

Gino Dean, 6418 Hummingbird, LLC, a California Limited Liability Company

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.

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 fee of \$100 to CITY's Cultural Heritage Board for inspection of the Historical Property by Cultural Heritage Board representative(s).

In accordance with City Council Resolution No. 13,215, Section No. 1, such fees shall be increased annually based on Consumer Price Index (CPI) adjustments starting January 1, 2008.

6. Term of Agreement

The term of this Agreement shall be for a minimum period of ten years, from January 1, 2011 to and including December 31, 2020.

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 14th day of December 2010.

CITY OF OXNARD

OWNER/S

Dr. Thomas E. Holden, Mayor

Gino Dean, Managing Member
6418 Hummingbird, LLC: The Cairo Trust,
Gino Dean, Trustee

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Matthew G. Winegar, Development Services Director

Legal Description

The land referred to herein is situated in the State of California, County of Ventura, City of Oxnard, and is described as follows:

The North one foot of Lot 29 and all of Lots 30 and 31 of the Eastwood-Lathrop Subdivision, as per map recorded in Book 14, Page 35 of Maps, in the Office of the County Recorder of Ventura County, State of California, except any oil or mineral reservations of record.

APN 202-0-122-010

531 S F Street, Oxnard Historic Property Characteristics –
(Photo documentation of all significant architectural features is on file.)

Bon Ton Court is significant architecturally as a relatively unaltered example of Spanish Revival bungalow courtyard housing built in 1926. The one-story courtyard housing is u-shaped in plan typical of the bungalow courts built in the 1920's to the 1950's.

Interior Units have retained many of their original architectural features, including:

- Barrel-vaulted ceilings in the living rooms,
- Coved ceilings in the dining rooms,
- Tiled fireplaces.
- Small arched telephone niches.
- Some original light fixtures in the dining rooms.
- Wooden cabinets in the kitchens and bathrooms.
- Walls and ceilings that have a plaster finish with decorative raised textures.
- Original door hardware.
- Original woodwork including windows, baseboards, and picture mouldings.
- Combination built-in ironing board and breakfast tables.

Exterior Elements of the courtyard housing:

- Heavily troweled stucco finish exterior.
- Raised parapets with rounded arches.
- Wood fixed and casement windows placed in pairs or with segmented arches.
- Gabled porches with tiled roof and arched openings.
- The eight unit bungalow court is arranged in a U-shaped plan and consists of a duplex and single unit on one side facing a duplex and single unit on the other side. At the rear, connecting the U-plan is a duplex.
- A long rectangular-shaped eight-bay garage complex is located behind the complex and fronting the alleyway.
- Alleyway and entrances to garage is asphalted.
- In the center of the courtyard is a lawn with two light posts at each end. The tapered stucco light posts are missing their globes or lanterns.
- Low trimmed hedges, flowering plants around the building and at the entry of the courtyard.
- Heritage trees (Jacaranda, Mock Orange, Oak, and Mexican Fan Palm) are located along the alleyway.
- In the middle of the complex is a rectangular courtyard with a centered scored concrete walkway to the front entry of each unit.

Mills Act Minimum Standards and Conditions for Maintenance, Use, and Preservation:

1. A property shall be used for its historic purpose 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 elements 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 archeological 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.

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

Continued Proposed Mills Act Ten-Year Rehabilitation Plan
For 531 S. F Street, Oxnard, CA*

Proposed Mills Act Ten-Year Rehabilitation Plan
For 531 S F Street, Oxnard, CA*

Year	Proposed Project	Estimated Cost
Year 1	• Remove Iron bars over all windows	350
	• Repair existing holes in side of building and additional holes created from removal of iron bars	500
	• Inspect interior units that have cracked ceiling plaster and repair using smooth finish plaster.	3500
	• Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years.	2000
	• Inspect interior plumbing fixtures and repair or replace as needed.	2000
Year 2	• Replace exterior light fixtures in center of the courtyard property with period sensitive light fixtures.	350
	• Replace exterior chain link gates with period sensitive gates.	3500
	• Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years.	2000
	• Inspect interior plumbing fixtures and repair or replace as needed.	2000
	• Maintain and trim historic trees and landscaping on site.	750
Year 3	• Replace vinyl window in front of building with a custom made wood window to match the rest of the building	500
	• Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years.	2000
	• Inspect interior plumbing fixtures and repair or replace as needed.	2000
	• Repair exterior courtyard light post	500
Year 4	• Install with period sensitive hardwired security lights in the alley fronting the garages.	500
	• Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years.	2000
	• Inspect interior plumbing fixtures and repair or replace as needed.	2000
	• Maintain and trim historic trees and	750

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	landscaping on site.	
Year 5	<ul style="list-style-type: none"> • Re-sod the landscaping on the rear right and rear left side yards. 	2000
	<ul style="list-style-type: none"> • Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years. 	2000
	<ul style="list-style-type: none"> • Inspect interior plumbing fixtures and repair or replace as needed. 	2000
Year 6	<ul style="list-style-type: none"> • Caulk, repair and repaint all exterior and interior windows. 	1000
	<ul style="list-style-type: none"> • Paint all exterior doors with matching color. 	1000
	<ul style="list-style-type: none"> • Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years. 	2000
	<ul style="list-style-type: none"> • Inspect interior plumbing fixtures and repair or replace as needed. 	2000
Year 7	<ul style="list-style-type: none"> • Replace decorative shingles as needed along roof line and over unit entrances. 	750
	<ul style="list-style-type: none"> • Replace roof of all apartment units. 	10000
	<ul style="list-style-type: none"> • Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years. 	2000
	<ul style="list-style-type: none"> • Inspect interior plumbing fixtures and repair or replace as needed. 	2000
Year 8	<ul style="list-style-type: none"> • Re-sod center of courtyard and front lawns to the left and right of the center walkway 	2500
	<ul style="list-style-type: none"> • Replace roof on garage building 	3500
	<ul style="list-style-type: none"> • Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years. 	2000
	<ul style="list-style-type: none"> • Inspect interior plumbing fixtures and repair or replace as needed. 	2000
Year 9	<ul style="list-style-type: none"> • Paint exterior of building 	6500
	<ul style="list-style-type: none"> • Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years. 	2000
	<ul style="list-style-type: none"> • Inspect interior plumbing fixtures and repair or replace as needed. 	2000
Year 10	<ul style="list-style-type: none"> • Caulk, repair and repaint all exterior and interior windows. 	1000
	<ul style="list-style-type: none"> • Paint garage building and all doors 	3000
	<ul style="list-style-type: none"> • Repaint any unit that a tenant has moved out of or any unit where the tenant has lived there for more than five years. 	2000

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	<ul style="list-style-type: none">• Inspect interior plumbing fixtures and repair or replace as needed.	2000
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Please note that projects that affect the exterior of the residence are subject to the Cultural Heritage Board (CHB) or CHB Staff review and approval prior to work commencing. Work must meet all City of Oxnard requirements and *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

Please photograph the before and after conditions of each project for submittal with the annual reports.