

RECORDING REQUESTED BY:

CITY OF OXNARD

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

WHEN RECORDED MAIL TO:

City of Oxnard
300 West Third Street
Oxnard, CA 93030

AGREEMENT A - XXXX

AGREEMENT AFFECTING REAL PROPERTY

THIS AGREEMENT is made and entered into, by, and between **CITY OF OXNARD**, a California Municipal Corporation, hereinafter called (“**CITY**”) and Jennifer Ashley Diffley and Clayton Emery Robertson, hereinafter called (“**OWNER**”).

RECITALS

OWNER possesses and owns real property located within the City of Oxnard, 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 1.191-2(b) 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.

AGREEMENT

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:

County of Ventura August 10, 2026 Cultural Heritage Board Meeting Item 9a Exhibit 1 – Mills Act Contract
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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, except as modified by this Agreement.

2. Furnishing Information

OWNER hereby agrees to furnish City with any and all information requested by City, which City deems necessary or advisable to enable City to determine compliance with the terms and provisions of this Agreement.

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 as described in Exhibit B and incorporated herein by this reference. 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 C 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 of 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 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 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 OWNERS' compliance with this Agreement.

5. Annual Inspection Fee

Each year on the anniversary date of this Agreement, OWNER shall pay an annual fee listed in the City of Oxnard Planning Department's current fee schedule for Mills Act Contract Inspections for the 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, 2027, to and including December 31, 2036.

7. 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.

8. Update of Improvement Schedule.

At least ninety (90) days prior to the tenth anniversary of the Effective Date of this Agreement, and ninety (90) days prior to every tenth (10th) anniversary thereafter, OWNER shall provide the CITY with an updated schedule of improvements and maintenance items for the Cultural Heritage Board's review and approval, which shall not be unreasonably withheld. Such updated schedule shall contain a list of proposed improvements and/or revisions to be accomplished during the next succeeding ten (10) years of the Agreement and a schedule for the construction of such improvements. Within thirty (30) days after the CITY's receipt of said updated schedule, the Cultural Heritage Board shall either approve or disapprove such proposed schedule of proposed improvements, or shall respond in writing by stating what further information, if any, the Cultural Heritage Board reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the OWNER shall promptly furnish to the CITY such further information as may be reasonably requested.

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 ninety (90) days or by CITY at least sixty (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 covenants 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 12. 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.

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 CITY's Planning and Environmental Services Manager and OWNER are authorized to amend the list of required rehabilitation projects described in Exhibit D.

22. Administration.

This Agreement shall be administered by the CITY's Planning Manager (or his/her designated representative) following approval of this Agreement by the Oxnard City Council. The CITY shall maintain authority of this Agreement through the CITY's Planning Manager (or his/her authorized representative). The CITY's Planning Manager, upon mutual agreement with the OWNER, shall have the authority to issue interpretations, waive provisions and enter into amendments of Exhibit D of this Agreement on behalf of the CITY 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 Oxnard City Council.

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 ____ day of MONTH, 2026.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

OWNER/S

Luis A. Mc Arthur, Mayor

Jennifer Ashley Diffley

Clayton Emery Robertson

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

PZ 26-680-01

William C. Craddock House Mills Act Contract

Month/Day/Year

APPROVED AS TO CONTENT:

Jeff Pengilley, Community Development Director

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

Legal Description of Property

**William C. Craddock House
160 S G Street, Oxnard CA 93030
APN 202-0-030-200**

Real Property in the City of Oxnard, County of Ventura, State of California, described as follows:

Lot 13, in Block 1 of Walter H. Lathrop Subdivision, in the City of Oxnard, County of Ventura, State of California, as per Map Recorded in Book 5, Page(s) 21 1/2 of Maps, in the Office of the County Recorder of said County.

List of Significant Character-Defining and Significant Historic Features

William C. Craddock House 160 S G Street, Oxnard CA 93030

Exterior:

- The property is a one-story, three-bay stucco residence constructed around 1924 for William C. Craddock, a real estate salesman. It was designed in the French Eclectic style, specifically French provincial, characterized by its steeply pitched hipped roof, asymmetrical facade, and curved wall profile.
- The facade is dominated by a large arched multi-light Palladian window with an operable central pair of French doors, topped by a fixed fanlight and flanked by tall vertical sidelights. The window opening is framed with subtle pilasters and a deep stucco sill, emphasizing verticality. Above this feature, the front-facing gable terminates in a gently curved parapet, a hallmark of French Revival residential design. Centered just beneath the eaves is a recessed niche with shelf bracket, likely intended for a decorative urn or religious figure.
- The front entrance is slightly recessed beneath a small portico, with a gently sloping gable extension, and is framed by modest, square columns. The windows throughout the house are a mix of fixed multi-light and awning-style with squared stucco sills.
- The roof is clad in flat concrete shingle tiles, shaped and patterned to resemble slate, and includes minimal eaves with exposed rafter tails. A simple, rectangular chimney with a tapered stack and clay chimney pot projects from the rear gable end.
- The residence retains high material integrity, with its original fenestration, stucco cladding, and roofline unaltered. It reflects the regional popularity of French Eclectic and Storybook styles in Southern California residential construction during the 1920s and 1930s.
- The detached garage retains its stucco cladding, fenestration, and roofline, and features a recessed niche with an integrated shelf bracket centered beneath the eaves, likely intended for a decorative object.

Interior:

- Living room:
 - The rectangular living room features an angled or pitched ceiling and three original windows, the largest being French patio doors leading to the outside. The room retains its original wooden door trim, picture rails, and hardwood floors.
 - The living room fireplace retains a simple wood mantel and surround that appear consistent with the home's period of construction. The hearth is

finished with square ceramic tile that also appears consistent with the building's early construction.

- Dining room:
 - The dining room features a high coved ceiling and three original windows, all wooden with original glass. The room retains its original wooden door trim, picture rails, and hardwood floors.
- Kitchen:
 - The kitchen features original built-in cabinets, one of which is a California cupboard.
 - A recessed ceramic soap holder is set into the backsplash above the sink and appears to be an early or original fixture.
- Bathrooms:
 - The guest bathroom retains its original sink, built-in medicine cabinet, and sink cabinet.
 - The primary bathroom retains its original sink and built-in medicine cabinet, flanked by double wall sconces on either side of the medicine cabinet. It also retains a recessed ceramic soap holder integrated into the backsplash above the sink that appears to be an early or original fixture. The bathroom features a floor of small rectangular tiles laid in a herringbone pattern that appears consistent with the home's early construction.
- Office:
 - Features original wooden trim, original casement windows, original plaster, and original hardwood floors
- Hallway:
 - The hallway retains its original built-in telephone nook.

Mills Act Minimum Standards for Maintenance, Use, and Preservation

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 will 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.

Source: Morton, W. B., Grimmer, A. E., Weeks, K. D., & United States. (1992). *The Secretary of the Interior's standards for rehabilitation & illustrated guidelines for rehabilitating historic buildings*. Washington, D.C: U.S. Department of the Interior, National Park Service, Cultural Resources, Preservation Assistance Division.

Mills Act Ten-Year Rehabilitation Plan
William C. Craddock House
160 S G Street, Oxnard CA 93030

Year	Proposed Project*	Estimated Cost
Year 1	Window repair - Repair original wooden windows (5)	\$9,000
Year 2	Window repair - Repair original wooden windows (5 more)	\$9,000
Year 3	Window repair - Repair original wooden windows (5 more)	\$9,000
Year 4	Masonry - Repair tile hearth and surround	\$4,000
Year 5	Plastering - Replace/repair exterior cracks	\$7,000
Year 6	Gutters and downspouts - Replace and upgrade Kitchen - New counters	\$5,000 \$7,000
Year 7	Architectural trim - Repair on exterior of house and garage Painting - Exterior	\$3,000 \$20,000
Year 8	Bathroom tile (master) - Repair Door - Replace laundry room Fence - Repair gates Garage door - Replace; repair/repaint side door	\$10,000 \$2,000 \$9,000 \$2,000
Year 9	Roof - Strip and install new	\$20,000
Year 10	Bathroom tile (guest) - Replace Plastering - Refinish laundry room (including ceiling) Cabinets - New built-in laundry room	\$10,000 \$5,000 \$7,000

*Please note that projects that affect the residence (exterior or interior) are subject to the Cultural Heritage Board (CHB) or CHB 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 Properties*.