



Ventura County Cultural Heritage Board Agenda

March 9, 2020 Meeting

Notice is hereby given that on Monday, March 9, 2020, at 10:00 a.m. the Ventura County Cultural Heritage Board (CHB) will convene for a public tour to be held at 121 S. F Street, Oxnard, CA 93030. After the tour, the CHB will break before reconvening for a Public Hearing at 1:15 p.m. at the Ventura County Government Center, Administration Building, Second Floor, Atlantic Conference Room, located at 800 S. Victoria Avenue, Ventura, CA. Members of the public are welcome to attend.

1. **10:00 A.M. CALL TO ORDER THE MEETING OF THE VENTURA COUNTY CULTURAL HERITAGE BOARD AT 121 SOUTH F STREET, OXNARD, CA 93030**
2. **ROLL CALL AND DETERMINATION OF A QUORUM**
3. **ADJOURN UNTIL 1:15 P.M.**
4. **1:15 P.M. RECONVENE THE MEETING OF THE VENTURA COUNTY CULTURAL HERITAGE BOARD AT 800 S. VICTORIA AVENUE, VENTURA, CA 93009 (VENTURA COUNTY GOVERNMENT CENTER, ADMINISTRATION BUILDING, SECOND FLOOR, ATLANTIC CONFERENCE ROOM)**
5. **APPROVAL OF AGENDA AND MINUTES OF PREVIOUS MEETINGS**
 - 5.a. Vote to approve the March 9, 2020 Agenda
 - 5.b. Vote to approve the January 27, 2020 Minutes
6. **ELECTION OF OFFICERS**

For Chair and Vice-Chair
7. **PUBLIC COMMENTS**

This time is set aside for public comment on items not otherwise on this agenda which are within the purview of the Cultural Heritage Board (CHB). Speakers wishing to address the Board shall be allowed a maximum of three minutes for their comments. The Board is prohibited from taking action on any item that is not part of the printed and published agenda.
8. **CONTINUED ITEMS**

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Dillan Murray, Cultural Heritage Program Planner, at 805-654-5042 or Dillan.Murray@ventura.org. Reasonable advance notification of the need for accommodation prior to the meeting (48 hours advance notice is preferable) will enable us to make reasonable arrangements to ensure accessibility to this meeting.

None.

9. NEW BUSINESS

ADJOURN AS THE VENTURA COUNTY CULTURAL HERITAGE BOARD

CONVENE AS THE CITY OF OXNARD CULTURAL HERITAGE BOARD

9a. Location: 121 South F Street, Oxnard, CA 93030 (Landmark No. 161)

Action: Consider a recommendation to the Oxnard City Council to establish a Historical Property Contract (also known as a Mills Act Contract) pursuant to Ventura County Ordinance No. 4225 §1364-10 and §50280 of the California Government Code for the subject property at 121 South F Street (see Exhibit 1 – Location Map) (Case No. CH20-0006).

9b. Location: Henry T. Oxnard Historic District (Landmark No. 161)

Action: Receive a briefing from City of Oxnard staff regarding water efficient landscaping in the Henry T. Oxnard Historic District.

ADJOURN AS THE CITY OF OXNARD CULTURAL HERITAGE BOARD

CONVENE AS THE VENTURA COUNTY CULTURAL HERITAGE BOARD

10. REPORTS

10.a. Board Member Reports

10.b. CHB Program Updates from Staff

11. NEXT MEETING

The next regularly scheduled meeting is March 23, 2020.

12. ADJOURNMENT



Ventura County Cultural Heritage Board (CHB) Minutes

January 27, 2020 at 1:15 p.m. – Item 5b

County of Ventura • Resource Management Agency • Planning Division

800 S. Victoria Avenue, Ventura, CA 93009-1740 • (805) 654-5042 • vcrma.org/divisions/planning

1. CALL TO ORDER THE MEETING OF THE VENTURA COUNTY CULTURAL HERITAGE BOARD

Public Meeting was called to order at 1:30 p.m. by Chair Gary Blum at the Ventura County Government Center, Administration Building, Third Floor, Multipurpose Conference Room.

2. ROLL CALL AND DETERMINATION OF A QUORUM

CHB Members Present:

Gary Blum, Miguel Fernandez, Ricki Mikkelsen (arrived late), John Kulwiec, and Linda Plaks.

CHB Members Absent:

Stephen Schafer

Staff Present:

Denice Thomas, AICP, Cultural Heritage Program Manager, Planning Division
Dillan Murray, Cultural Heritage Program Planner, Planning Division

3. APPROVAL OF AGENDA AND MINUTES OF PREVIOUS MEETING(S)

3.a. Vote to approve the revised January 27, 2020 Agenda:

CHB Member Fernandez made a motion to approve the agenda. CHB Member Plaks seconded the motion. Motion passed; 4-0.

3.b. Vote to table the December 9, 2019 Minutes:

CHB Member Fernandez made a motion to move Item 3b to the end of the agenda to allow CHB Member Mikkelsen time to view them once she arrived. CHB Member Kulwiec seconded the motion. Motion passed; 4-0.

Prior to adjournment of the meeting, CHB Member Mikkelsen made a motion to approve the December 9, 2019 Minutes. CHB Member Fernandez seconded the motion. Motion passed; 4-0 (Chair Blum abstaining).

4. PUBLIC COMMENTS

None.

5. CONTINUED ITEMS

None.

6. NEW BUSINESS

None.

7. REPORTS

7.a. Board Member Reports:

CHB Member Kulwicz did not have anything to report.

CHB Member Plaks reported that she attended a planning meeting for the City of Moorpark's Arts Master Plan and discovered that Moorpark is the only city in the county with an arts master plan under development. Ms. Plaks was part of an effort to include a historical resource component to the plan. Ms. Plaks also reported that the Boys & Girls Clubs of Moorpark and Simi Valley have joined together to form one organization which will allow better provision of services for children in those communities.

CHB Member Fernandez did not have anything to report.

CHB Chair Blum reported that the Oxnard Planning Commission declined an applicant's request to demolish the former California Federal Bank building (2900 Saviers Road, Oxnard). Mr. Blum believes the developer is appealing the decision and he will follow the case for any developments. Mr. Blum also noted that the City of Oxnard is exploring the placement of a multi-story integrated housing and social services project in the Wilson neighborhood, located at the intersection of 2nd and B street.

CHB Member Mikkelsen did not have anything to report.

7.b. CHB Program Updates from Staff:

Denice Thomas introduced Dillan Murray, the Planning Division's new Cultural Heritage Program Planner.

Ms. Thomas also stated that Staff would like to revisit CHB Resolution No. 2017-2.1 with CHB members at a future date in order to work to broaden the authority of CHB Staff for administrative approvals and exemptions. Ms. Thomas noted that the current procedure for reviewing some projects whose proposed activities are not explicitly permitted in the Resolution involves referrals to the CHB Chair and respective CHB district member for their determination as to whether the project can be approved administratively. Changes to the Resolution would enable Staff to approve routine projects administratively without having to go to the full CHB, including projects related to detached garages and outbuildings, structures with substantial pre-existing changes to windows and roofs, and others.

Ms. Thomas noted that Staff would like to have a future conversation with CHB members regarding a context statement for some areas of the county, particularly coastal beach areas and portions of the Ojai Valley. This would provide Staff with

a framework to operate within when reviewing projects in these areas so as to avoid broad cumulative change over time.

Ms. Thomas also noted that CHB members can expect to notice coming changes in staff reports. At future CHB meetings, Staff are planning to include information related to how many Certificates of Approval/Review were approved administratively and how many exemptions were granted in the time between the current and prior meetings, as well as location and general descriptive information on these projects.

Ms. Thomas also reported on the Burro Flats Cultural District nomination item that was removed from the Revised Meeting Agenda. Ms. Thomas explained that the State Historic Preservation Office (SHPO) did not provide the Cultural Heritage Board adequate time to review and comment on the nomination as a Certified Local Government (CLG), nor adequate time to conduct a public hearing with the Board of Supervisors. As such, CHB Staff requested that the SHPO remove the nomination item from their scheduled meeting on January 31 in order to provide County staff more time to fully and meaningfully involve public participation in the nomination process. The request was granted, and the item removed. As such, the item will be agendaized before the CHB at a future meeting date. Ms. Thomas requested CHB members to gather any information from known stakeholders or relevant constituents who may have an opinion on the nomination for discussion when that item returns to the CHB.

Ms. Thomas stated the due date is coming up for the annual CLG report and provided an overview of the purpose and requirements of the CLG report. Staff requested current résumés and past trainings from CHB members for inclusion in the report. Ms. Thomas noted that the CHB will hopefully return to two meetings per month beginning in March.

Ms. Thomas also informed CHB members that County parking placards would be reissued for the new year.

Ms. Thomas provided an overview of the Palm Trees along Chambersburg Road (Landmark No. 122), an information item continued from the previous meeting. Ms. Thomas noted that the trees are located within Caltrans right-of-way, so that agency has authority over the site. Ms. Thomas explained that so long as the trees planted in between the palms do not affect the health of the palms, that is the extent County staff would provide enforcement. If it became a health issue, County staff would have a conversation with Caltrans as to how the situation could be remedied. At a future date, Staff will visit the site to determine if the planted species could pose a problem and inform the CHB.

Ms. Thomas stated that she is aware of one potential Mills Act contract application coming forward for a property in the Henry T. Oxnard Historic District (Landmark No. 161). Ms. Thomas stated that the application will be brought before the CHB once received. Ms. Thomas also summarized several potential cultural heritage

review cases that may come before the CHB at a future date, the Villanova Preparatory School dormitory expansion and work at Pierpont Cottages (projects not yet defined or applied for). Additionally, an application for demolition of a residence in the Ojai area (along Creek Road) is currently undergoing outside Historic Resources Report review and the project may come before the CHB at a future date.

Lastly, Ms. Thomas noted that the CHB member representative for District 1 has not yet been appointed, but Staff will inform the CHB members once a recommendation has been made.

Ms. Thomas inquired as to whether the CHB members had any items they would like Staff to look at.

CHB Member Fernandez requested that the issue of water efficient landscaping in the Henry T. Oxnard Historic District come back to the CHB as a formally agenda item. Ms. Thomas provided an overview of the landscaping issue in the district, and informed CHB members that City of Oxnard staff will come back to the CHB to inform them of the issue at a future date. Mr. Fernandez also noted the issue of proposed State housing mandates negatively impacting historic resources. Ms. Thomas discussed how historic resources are treated under the California Environmental Quality Act (CEQA) and the idea of overriding considerations.

CHB Member Kulwicz noted that the issue of residential uses permitted in industrial areas may be a planning issue that arises in the future, as well as having to mitigate the effects of increased housing production on historic resources.

8. NEXT MEETING

Denice Thomas, Cultural Heritage Program Manager announced the next regularly scheduled meeting is February 24, 2020.

9. ADJOURNMENT

At 2:08 p.m., the Cultural Heritage Board concurred to adjourn.

Gary Blum, Chair

ATTEST:

Denice Thomas, Cultural Heritage Program Manager

Oxnard Cultural Heritage Board

Staff Report and Recommendations

Agenda of March 9, 2020, Item 9a

County of Ventura • Resource Management Agency • Planning Division

800 S. Victoria Avenue, Ventura, CA 93009-1740 • (805) 654-5042 • vcrma.org/divisions/planning

APPLICANT/OWNER

Robin Roy
121 South F Street
Oxnard, CA 93030

REQUEST:

Consider a recommendation to the City of Oxnard City Council to establish a Historical Property Contract (also known as a Mills Act Contract) pursuant to Ventura County Ordinance No. 4225 §1364-10 and §50280 of the California Government Code for the subject property at 121 South F Street (see Exhibit 1 – Location Map) (CH20-0006).

LOCATION AND PARCEL NUMBER:

121 South F Street, Oxnard, CA/APN: 202-0-030-140

I. BACKGROUND:

A. Historical Background

Single-story Craftsman Bungalow house built in 1910 for Murray J. Wineman, employed as Vice-President of the Wineman Company, and his wife Ethel. The residence was designated as Ventura County Landmark No. 161 (Henry T. Oxnard Historic District) on September 14, 1999.

B. Architectural Background:

The U-shaped single-story Craftsman Bungalow with Swiss influences features a medium-pitched center gable and a low-pitched shed roof over the porch area. The exterior is dark stained shingles with lattice treatment below the apex of the center gable with brackets projecting under the eaves. The porch columns and chimney are made with concrete cast in a battlement design. The front windows are a series of divided, vertical-shaped cross-sectioned fixed windows.

II. PROJECT ANALYSIS

The property owner is requesting to enter into a Mills Act Contract with the City of Oxnard for the benefit of property tax savings in exchange for the continued

preservation of the residence located at 121 South F Street (see Exhibit 1 – Location Map).

The Contract requires the owner to stipulate proposed rehabilitation measures (see Exhibit 4 – Proposed 10-Year Rehabilitation Plan) for the ten-year contract. These are summarized by the owner on the application. If the owner's proposal is deemed insufficient by the Oxnard Cultural Heritage Board (OCHB), the proposal may be modified with the agreement of the owner. The rehabilitation measures include the following:

- Year 1: Repair termite damage and match finish on floors and eaves (portions of flooring in dining room, living room, porch, and garage)
- Year 2: Add wood preservative to porch floor
- Year 3: Replace missing plate rails in dining room
- Year 4: Replace weights and pulleys in four windows (dining room and kitchen), replace cracked glass in three windows (dining room and office), and repair four windows currently painted shut (office)
- Year 5: Paint exterior (siding and trim)
- Year 6: Repair minor plaster damage in bedroom walls and paint any necessary interior walls
- Year 7: Refinish flooring in dining room and office, add protective coating to living room and master bedroom
- Year 8: Seismic retrofit of foundation (will need assessment at that time, price dependent on condition of foundation)
- Year 9: Add rain gutters and downspouts to north and south sides of house
- Year 10: Clean chimney and repair mortar on the fireplace

All proposed projects are subject to OCHB review or OCHB staff review prior to work commencing.

Additionally, the owner is required to maintain the property in accordance with the Secretary of the Interior Standards for Rehabilitation (SOI Standards), and other regulations cited in paragraph 3 of the Contract, Exhibit 2. The owner shall submit all modifications to the site to be approved by the OCHB pursuant to the City's Cultural Heritage Ordinance (OCHO).

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

1. Robin Roy, Successor Trustee of the William Berkman and Robin Roy Revocable Trust, possesses and owns real property located at 121 South F Street, Oxnard, Ventura County, California;

2. The property is a qualified historical property that is privately owned, not exempt from property taxation and is designated as Ventura County Historical Landmark No. 161;
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, 121 South F Street, Oxnard, to retain its characteristics as a property of historical significance.

The Mills Act Contract application is attached for the OCHB's information (see Exhibit 3) including the proposed ten-year rehabilitation plan (see Exhibit 4). A list of historic characteristics and photos of the subject property are also included (see Exhibit 5). A copy of the relevant California Department of Parks and Recreation (DPR) 523 Form and survey information for the subject property are included for the OCHB's reference (see Exhibit 6).¹ Lastly, a legal description of the property (see Exhibit 7) and title report (see Exhibit 8) are included for the OCHB's review.

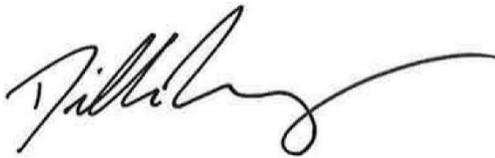
Recommendations:

1. **CONSIDER** and **APPROVE** findings one through four noted above, and if approved, **CONSIDER** recommending adoption of the proposed Mills Act Contract to the Oxnard City Council.

III. PUBLIC COMMENTS

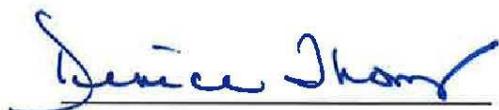
No public comment regarding this application has been received.

Prepared by:



Dillan Murray, Assistant Planner
Planning Programs Section
(805) 654-5042

Reviewed by:



Denice Thomas, AICP, Manager
Planning Programs Section
(805) 654-2685

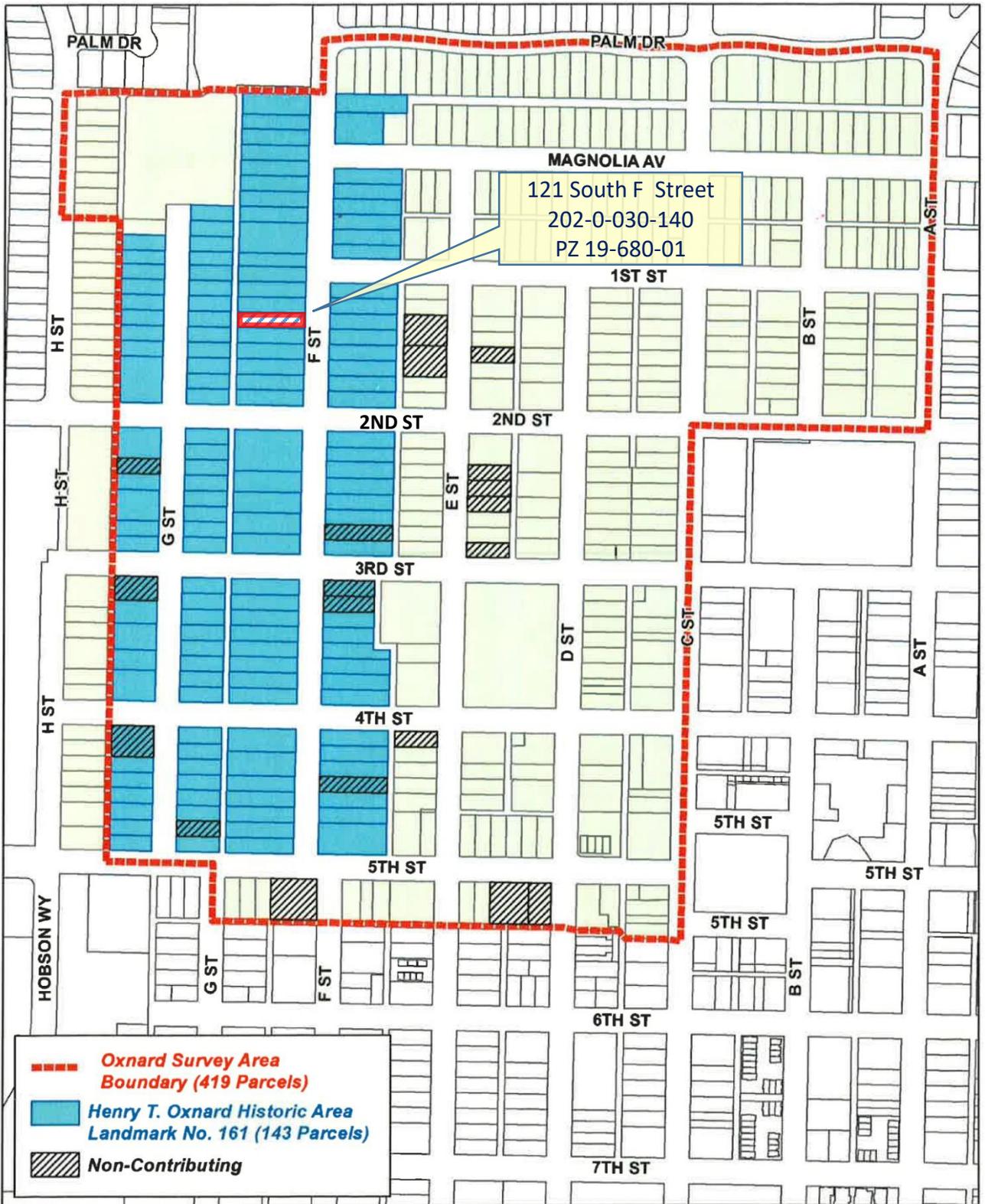
Exhibit 1: Location Map
Exhibit 2: Mills Act Contract Draft
Exhibit 3: Mills Act Contract Application

¹ *Ventura County Cultural Heritage Survey Phase I – Oxnard*, prepared by Judy Triem, 1981.

- Exhibit 4: Proposed 10-Year Rehabilitation Plan
- Exhibit 5: Historic Characteristics and Photos
- Exhibit 6: DPR Form and Survey Information
- Exhibit 7: Legal Description
- Exhibit 8: Title Report

Location Map

Exhibit 1 - Location Map



Ventura County
Resource Management Agency
Information Systems Department
Map created on 05/06/2013



County of Ventura
Cultural Heritage Board Meeting
March 09, 2020
Item 9a
Exhibit 1 - Location Map

0 150 300 600 Feet

Disclaimer: this map was created by the Ventura County Resource Management Agency, Mapping Services - GIS, which is designed and operated solely for the convenience of the County and related public agencies. The County does not warrant the accuracy of this map and no decision involving a risk of economic loss or physical injury should be made in reliance therein.



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- 8200

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

_____, 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.

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, 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 6 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 5 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 4 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 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, 2020 to and including December 31, 2030.

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. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 Community Development Director and OWNER are authorized to amend the list of required rehabilitation projects described in Exhibit C.

23. 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 C 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 C. 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 ____ , 2019.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

OWNER/S

Tim Flynn, Mayor

Robin Roy, Successor Trustee of the
William Berkman and Robin Roy Revocable
Trust Trust, dated October 19, 2014

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Jeffrey Lambert, Community Development Director



LAND USE APPLICATION FORM

APPLICATIONS ARE ACCEPTED BY APPOINTMENT ONLY - PLEASE TYPE OR WRITE LEGIBLY

Type of Permit Requested

- | | | |
|---|--|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Specific Plan Review/Amendment |
| <input type="checkbox"/> Coastal Admin Modification to CDP, DRP | <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Tentative Parcel Map |
| <input type="checkbox"/> Coastal Development Permit (CDP) | <input type="checkbox"/> Major Modification to SUP or PD | <input type="checkbox"/> Tentative Subdivision Map |
| <input type="checkbox"/> CBD Design Review Permit | <input type="checkbox"/> Minor Modification to SUP or PD | <input type="checkbox"/> Zone Change |
| <input type="checkbox"/> Development Design Review Permit (DDR) | <input type="checkbox"/> Planned Development Permit (PD) | <input type="checkbox"/> Zone Variance |
| <input type="checkbox"/> Final Parcel Map | <input type="checkbox"/> Pre-Application | <input checked="" type="checkbox"/> Other <u>Mills Act</u> |
| <input type="checkbox"/> Final Subdivision Map | <input type="checkbox"/> Special Use Permit (SUP) | |

Description of Proposed Project

(Include type of development, number of residential units, number of affordable units/request for payment of in-lieu fee, parcel size, square feet of building area, etc. If this application is for a modification, describe the requested change. Attach more pages if required.)

Property Information

Name of Project _____ (optional)
 Property Location 121 South F Street
Oxnard 93030
 Assessor's Parcel Number(s) 2020030140
 Additional Info _____
 Current Zoning _____ Proposed Zoning _____
 Current General Plan _____ Proposed GP _____

Designated Agent (Attorney-in-Fact)

Designation of Agent (Attorney-in-Fact)
 I, _____
 (property owner)
 hereby designate _____
 (agent) as the Attorney-in-Fact for the Property Owner for all
 purposes of processing this application with the City of Oxnard.

Signature _____
 For multiple property owners, use additional Land Use Application forms.

Primary Contact/Designated Agent (Attorney-in-Fact)

Name _____
 Address _____
 Tel _____ Fax _____
 Signature _____
 Email _____

Property Owner Information

Name Robin Roy
 Address 121 South F Street
Oxnard 93030
 Phone 917-921-4567
 Email robinroy@ca-rr.com

I hereby certify that I am the owner of record of the subject project property(ies) described on this application and that I approve of the action requested herein.

Signature Robin Roy
 For additional property owners & properties, please use the back of this form and additional sheets if necessary.

Other Persons to be Notified

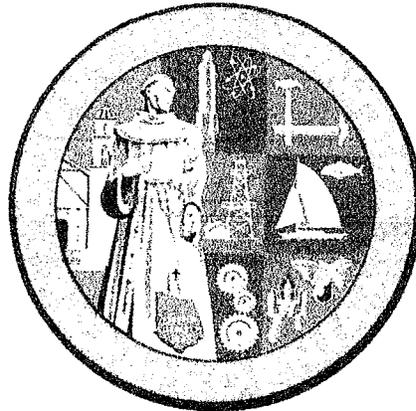
OFFICE USE ONLY

Fees	Amount	Date Received <u>8.06.19</u>	Related / Concurrent Permits
Permit Fee _____	_____	Permit No. <u>19.680.01</u>	_____
Env. Fees _____	_____	Env Det./No. _____	_____
Total _____	_____	Final Action _____	Rec'd By <u>Jan Jan</u>
Verified By _____	_____	Expiration Date _____	Assigned to: _____

County of Ventura
 Cultural Heritage Board Meeting
 March 09, 2020
 Item 9a
 Exhibit 3 - Mills Act Contract Application

County of Ventura

Cultural Heritage Board Mills Act Contract Application



***County of Ventura • Resource Management Agency • Planning Division
800 South Victoria Avenue, L1740, Ventura, CA 93009***

***Phone: (805) 654-5042
Fax (805) 654-2509***



Mills Act Contract Application

County of Ventura • Resource Management Agency • Planning Division
800 S. Victoria Avenue, Ventura, CA 93009-1740 • (805) 654-2478 • ventura.org/rma/planning

Please print or type

OWNER/APPLICANT

Name: Robin Roy
Street Address: 121 South F Street
City: Oxnard State: CA Zip Code: 93030
Phone Number: 917-921-4567 Email Address: robinjroy@ca.rr.com

HISTORIC PROPERTY

Historic Name: Murray Wineman House
Common Name: _____
Street Address: 121 South F Street Zip Code: 93030
Assessor's Parcel Number(s): 2020030140

LANDMARK STATUS

Potential Landmark County Landmark #: 161
Designation Date: _____
California Register of Historic Resources (CRHR) Landmark # and Name: _____
National Register of Historic Places (NRHP) #: _____
NRHP Listing Date: _____ Date of Most Recent Title Report: _____

List the significant historic property characteristics of the structures and the site on a separate sheet (see attached "Sample Description of Historic Property Characteristics" – page 5).

Owner Signature: Robin Roy, Trustee Date: 7/31/19

7. If an Initial Study Biological Assessment (ISBA) report is submitted as part of my application, the County of Ventura may need to refer my ISBA report to a County-contracted biological consultant for review. Should this review occur, I will pay a separate fee for the cost of the consultant review. This fee may vary depending on the size of development footprint and the complexity of the biological resources on the property. Selection of the biological consultant for this work shall be at the sole discretion of the Planning Director. This fee is not related to the above deposit fee and shall be paid within 10 days of written notice that the County has been billed by the biological consultant.
8. The County of Ventura may refer my application to the South Central Coastal Information Center (SCIC), CSU Fullerton, to determine whether an Initial Study (Environmental Analysis) addressing cultural resources will need to be conducted by a cultural resources consultant. Should this referral occur, I will pay a separate flat fee at the currently established rate (not to exceed \$100.00). If further study by a cultural resources consultant is required, I will be responsible for any additional costs above the established fee, and I must select the consultant from among those approved by the County of Ventura. All fees shall be paid within 10 days of written notice that the County has been billed by the SCIC or by the cultural resources consultant.
9. I agree to pay the County of Ventura the cost of placing a legal advertisement (if one is required) in a newspaper of general circulation as required by state law and local ordinance.
10. Upon project approval, if any, I agree to pay the established County Clerk Recorder Environmental Document filing fees.
11. I may, in writing, request a further breakdown or itemization of invoices, but such a request is independent of the payment obligation and time frames.
12. I agree to pay all costs related to permit condition compliance as specified in any conditions of approval for my permit/entitlement.
13. FISH AND GAME REVIEW FEES for discretionary permits and legislative amendments: I further understand that the County, or the State Office of Planning and Research, may refer my application and/or any applicable environmental document for my project to the California Department of Fish and Game for review and comment in accordance with the provisions of the California Environmental Quality Act. Should this referral occur, I understand that I must pay all fees as required by Section 711.4 of the Fish and Game Code (\$2,156.25 for Negative Declarations/Mitigated Negative Declarations or \$2,995.25 for Environmental Impact Reports, plus any County Clerk fees as of January 1, 2013). Should these fees be required, I agree to remit a cashier's check or money order in the required amount, payable to the Ventura County Clerk, to the Planning Division prior to any legal notifications regarding public hearings before the decision making body on my application.

Name of Property Owner or Corporate Principal (please print):

Robin Roy

Driver's License Number: D8447827

Phone Number: 917-921-4567

Name of Company or Corporation (if applicable):

Mailing Address of the Property Owner or Corporation/Company:

If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation

121 South F Street Oxnard 93030

Signature:*

Robin Roy, Trustee

Date:

7/31/19

***ATTENTION — The property owner (or Corporate principal) will be held responsible for all charges.**

**Proposed Mills Act Contract Ten-Year Rehabilitation Plan For:
(Provide Address and Landmark Number)**

Year	Proposed Project* (Describe the rehabilitation project in detail)	Estimated Cost
Year 1	repair termite damage and match finish on floors and eaves (dining room floor near kitchen entrance and living room floor near fireplace, two spots on front porch, two spots on garage)	\$2000
Year 2	add wood preservative to porch floor	\$200
Year 3	replace missing plate rails in dining room (small portions missing on two walls)	\$250
Year 4	replace weights and pulleys in four windows (dining room and kitchen), replace cracked glass in three windows (dining room and office), repair four windows painted shut (office)	\$2000
Year 5	paint exterior (siding and trim)	\$4600
Year 6	repair minor plaster damage in bedroom walls, paint any necessary interior walls (historic colors)	\$2000
Year 7	refinish flooring in dining room and office, add protective coat to living room and master bedroom	\$3000
Year 8	earthquake retrofit to foundation, will need current assessment at that time, price depending on condition of foundation	\$5-10,000
Year 9	add historic rain gutters and downspouts to north and south sides of the house to redirect water especially from foundation outside dining room and office	\$3000
Year 10	clean chimney and repair small spots of mortar on the fireplace	\$700

*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.

HISTORIC PROPERTY CHARACTERISTICS

121 South F Street Oxnard 93030

Built in 1910 for Murray J. Wineman, this U-shaped single-story Craftsman bungalow features a medium-pitched center gable and a low-pitched shed roof over the porch area. The exterior is dark stained shingles with lattice treatment below the apex of the center gable with brackets projecting under eaves. The unusual and distinctive porch columns and chimney are made with concrete cast in a battlement design. The front windows are a series of divided vertical-shaped cross-sectioned fixed windows.

This home's features have been maintained, including original windows and shingles and historic paint colors.

The 1700–square foot property has three railroad-style bedrooms and one bathroom.

There are original plate rails in the dining room and built-in cabinetry.

There are picture rails throughout the home.

There are an original door, window, and floor molding.

Floors are refinished originals.

Push-button light switches throughout.

Photos tell the most! Attached. Thank you for your consideration!















State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

HISTORIC RESOURCES INVENTORY

Ser. No. _____	
HABS _____ HAER _____ NR 3D _____ SHL _____ Loc _____	
UTM: A 11-298845/3786810B	11-298815/3786035
C 11-298670/3786040D	11-298700/3786820

IDENTIFICATION

- Common name: "F" Street
- Historic name: Henry T. Oxnard Subdivision
- Street or rural address: 400 South "F" Street to 200 North "F" Street
City Oxnard Zip 93030 County Ventura
- Parcel number: See individual listings
- Present Owner: Multiple Address: _____
City _____ Zip _____ Ownership is: Public _____ Private X
- Present Use: Single to multi-family residences Original use: Same

DESCRIPTION

Mainly California and Craftsman bungalow houses with some

- Architectural style: later Spanish Colonial Revival and period revival styles.
- Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition: Primarily a residential neighborhood lined with overhanging Sycamore trees. This fine block long area contains mature Sycamore trees in the parkway. Many houses have raised lawns with low walls. A few hitching posts of cast concrete remain in the parkway. Most of the houses maintain deep setback and are on 50 X 220 lots with alleys and parking in the rear. Many lots have converted carriage houses to garages and added additional units to the rear of these unusually deep properties. The zoning is R-1 & 2. The large trees provide a cathedral affect and the houses are well landscaped with lawns, mature trees and foundation plantings. Largely unmodified, these houses represent good examples of bungalows built between 1910 and 1930.



- Construction date:
Estimated X Factual _____
- Architect Paul Staples,
others
- Builder Paul Staples,
others
- Approx. property size (in feet)
Frontage 50' Depth 220'
or approx. acreage average lot
- Date(s) of enclosed photograph(s)
March 1981

County of Ventura
Cultural Heritage Board Meeting
March 09, 2020
Item 9a
Exhibit 6 - DPR Form and Survey Information

13. Condition: Excellent Good Fair Deteriorated _____ No longer in existence _____
14. Alterations: Some alterations noted on individual listings
15. Surroundings: (Check more than one if necessary) Open land _____ Scattered buildings _____ Densely built-up
Residential Industrial _____ Commercial _____ Other: _____
16. Threats to site: None known Private development _____ Zoning _____ Vandalism _____
Public Works project _____ Other: _____
17. Is the structure: On its original site? Moved? _____ Unknown? Most are on original sites.
18. Related features: Many lots have separate garages, dwellings, etc. located on the alley.

SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)
 "F" Street, known as Henry T. Oxnard Subdivision, was developed by the Oxnard Light and Water Company, J. A. Driffill, President and H. R. Staples, Secretary, in April 1909. The City of Oxnard, incorporated in 1903, grew rapidly as a result of the American Beet Sugar Company's arrival in 1898 - 1899. Homes were in great demand and with the opening of the new "F" Street Subdivision, many fine California and Craftsman bungalows were built. One of the early builders and property owners on "F" Street was Paul Staples who also ran the Oxnard Planing Mill. Many fine bungalows are the result of his labors. In addition to the mature Sycamore street trees and well-landscaped houses, the variety and quality of the bungalow houses on "F" Street is exceptional. The elevated yards and low walls are the result of flooding during heavy rains. Before storm drains were built, "F" Street was a natural water channel.

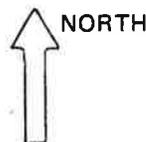
The area is unified by its style and the scale and proportion of its buildings. The majority of houses were constructed for Oxnard's middle and upper income families. Successful early businessmen, developers, professional people and some blue collar workers lived in these houses.

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
 Architecture Arts & Leisure _____
 Economic/Industrial _____ Exploration/Settlement _____
 Government _____ Military _____
 Religion _____ Social/Education _____

21. Sources (List books, documents, surveys, personal interviews and their dates). Assessor's Records 1911-1924, Sanborn Maps 1912-1929, City Directories 1912-13 - 1928. Personal interview - Alice and Ernest Wennerholm, March 1981., Miscellaneous Records, Book 3 & 5.

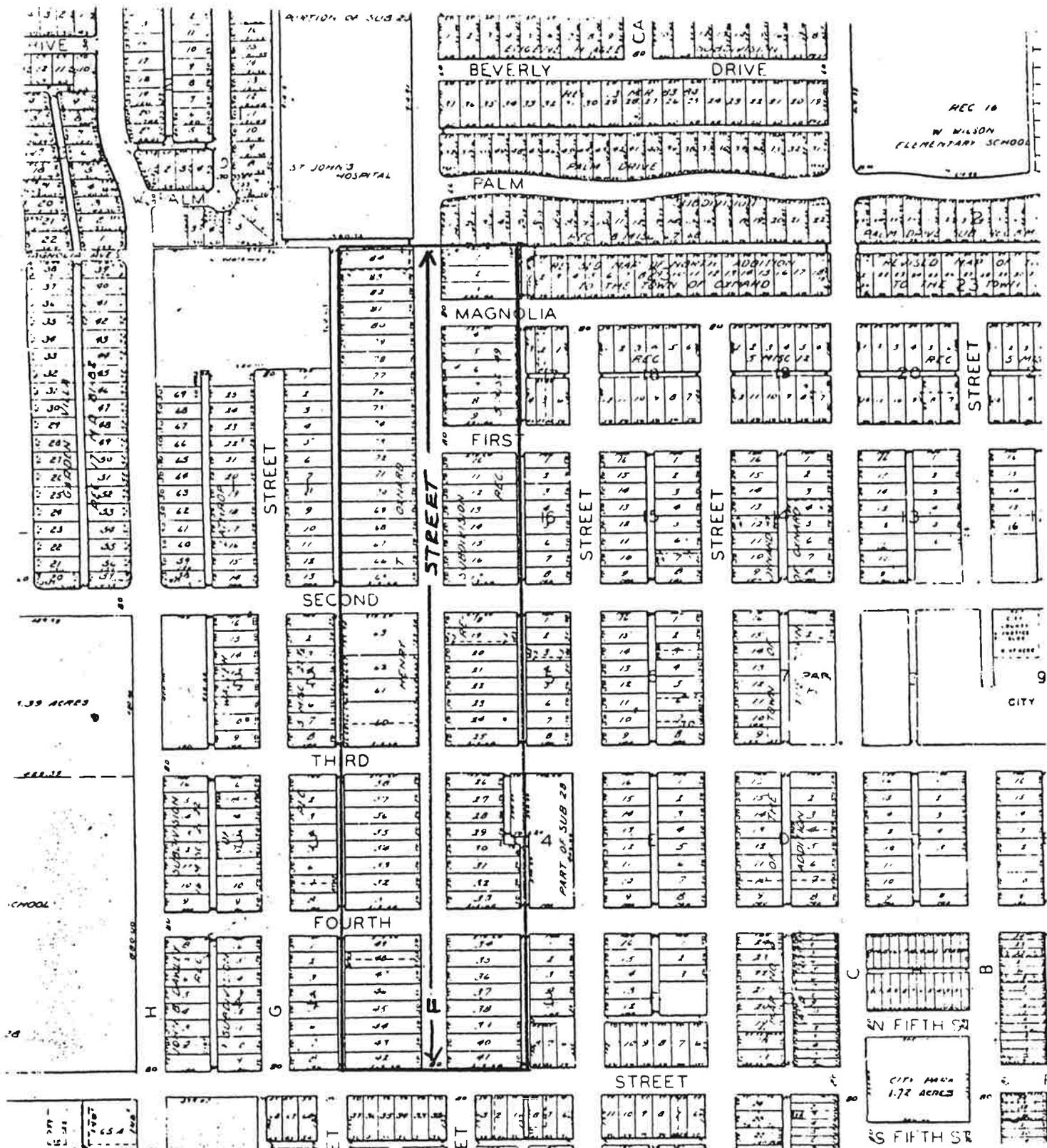
22. Date form prepared March 1981
 By (name) Judy Triem and *below -
 Organization Cultural Heritage Board
 Address: 800 S. Victoria Ave
 City Ventura, CA Zip 93009
 Phone: (805) 654-3968
*Helen Melton, Marge Simpson,
Dan Uhlar, and Charles Chalk

Optional sketch map, draw and label site and surrounding streets, roads, and prominent landmarks):



200 Block North to 400 Block South, F Street, Oxnard

All of the structures in this area are contributing. The asterisks by each address represent the most outstanding examples.



*105 South "F" Street

This residence built in the period of 1912-13 for Jacob Diefenbach, employed as a tailor for Diefenbach's Tailors, and his wife Nina, is a one story California Bungalow with a high pitched gable roof and a center gabled dormer window. The residence features; clapboard siding, elephantine columns, red brick porch, rafters projecting under exposed eaves. Two large juniper trees in the front walkway entrance, with a U-shaped hedge row and a curved concrete walkway to porch entrance.

109 South "F" Street

Built ca 1923 for Harry and Mary Riley, this single story bungalow residence features a low-pitched center gable, clapboard siding and plain shingle pattern exterior.

* 121 South "F" Street

Built ca 1915 for Murray J. Wineman, employed as Vice-President of the Wineman Company, and his wife Ethel, this single story U-shaped Craftsman Bungalow with Swiss influences consists of a medium pitched center gable and a low pitch shed roof over the porch area. The exterior siding is dark stained shingles with lattice treatment below the apex of the center gable, with brackets projecting under eaves. The porch columns are vertical concrete pillars, which are flanked on both sides by high hedge rows. The front windows are a series of divided, vertical shaped cross-sectioned fixed windows.

127 South "F" Street

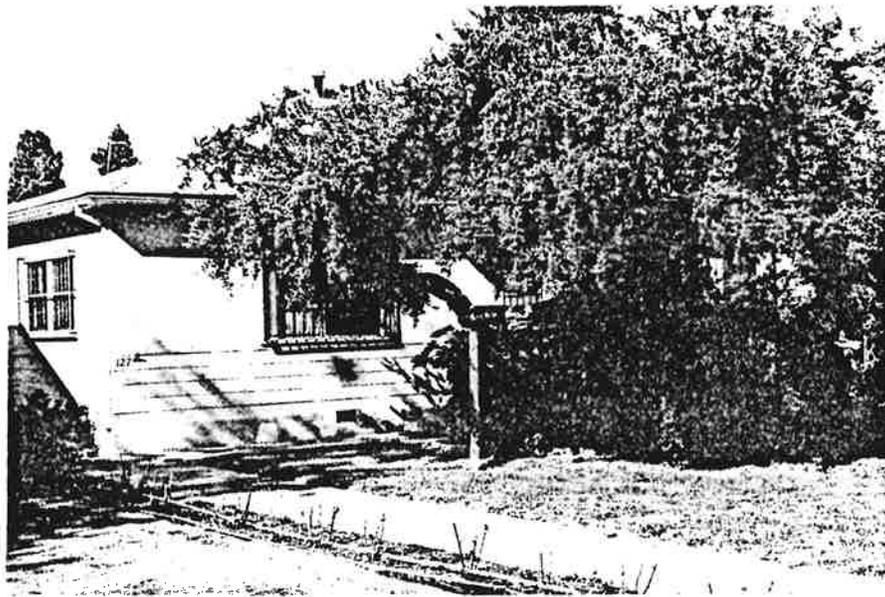
This residence, built in 1924 for Mrs. Lavina Schott, is a single story bungalow with a hipped roof and stucco and wood exterior. A large cypress tree in front screens the residence from view.

137 South "F" Street

Built in the period between 1921-22 for Robert S. Durr, employed as an assistant cashier for Bank of A. Levy, and his wife Dorothy, this single story Colonial Revival bungalow residence features many interesting architectural features; low pitched center gable above porch, prominent portico, classical columns, clapboard siding, lattice treatment on siding, and rafters projecting under exposed eaves. The residence is extensively landscaped and includes a large pine tree in front.



*121 South F Street, Oxnard



127 South F Street, Oxnard

Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 70 OF THE HENRY T. OXNARD SUBDIVISION, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 49 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 202-0-030-140

Equity Title Company
801 N. Brand Boulevard, Suite 400
Glendale, CA 91203
PHONE: (818) 291-4400 FAX: (818) 242-9176

DATE: August 2, 2019

SAIL NORTH HOLLYWOOD ESCROW
12345 VENTURA BOULEVARD, SUITE J
STUDIO CITY, CA 91604

ATTN: JOHN F JANSEN

YOUR NO.: 5794-JFJ
OUR NO.: 3910119-01423

PLEASE FIND ENCLOSED HERewith YOUR POLICY OF TITLE INSURANCE PER
YOUR REQUEST.

By: SCOTT LEGG AND CORY MEZA, TITLE OFFICER

ALTA Homeowner's Policy
CLTA Homeowner's Policy

County of Ventura
Cultural Heritage Board Meeting
March 09, 2020
Item 9a
Exhibit 8 - Title Report



**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE
INSURANCE**
For a one-to-four family residence
Issued By
TITLE RESOURCES GUARANTY COMPANY

OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page 2 of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page 4
- Exclusions on page 4 and 5
- Conditions on pages 5 through 7.

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE 5 and 6.

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy--and not this sheet--is the legal document.

YOU SHOULD READ THE POLICY VERY CAREFULLY.

If You have any questions about Your Policy, contact: TITLE RESOURCES GUARANTY COMPANY, 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251.

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As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.

TRGC Form: HO ALTA Homeowner's Policy of Title Insurance - Revised 12/02/2013

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Page 1 of 7



OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions on page 4 and 5
- The Conditions on pages 5 through 7.

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an Easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.
10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substances unless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.

TRGC Form: HO ALTA Homeowner's Policy of Title Insurance - Revised 12/02/2013

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Page 2 of 7



14. The violation or enforcement of those portions of any law or government regulation concerning:
- building;
 - zoning;
 - land use;
 - improvements on the Land;
 - land division; or
 - environmental protection,
- if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
- You are unable to obtain a building permit;
 - You are required to correct or remove the violation; or
 - someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
- The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
- there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any Easement affecting the Land, even if the Easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date -- other than boundary walls or fences -- which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal

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- bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
 32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B.

In Witness Whereof, Title Resources Guaranty Company has caused this policy to be signed and sealed by duly authorized officers as of Date of Policy shown in Schedule A.

Neil Fulley

 An Authorized Signature



Title Resources Guaranty Company
 By *[Signature]*

 President/CEO
Michael Hayden

 Secretary

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

TRGC Form: HO ALTA Homeowner's Policy of Title Insurance - Revised 12/02/2013

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7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

CONDITIONS

1. DEFINITIONS

- a. Easement - the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity - a legal entity or Trust established by a Natural Person for estate planning.
- c. Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land - the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage - a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title - the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust - a living trust established by a Natural Person for estate planning.
- k. We/Our/Us - Title Resources Guaranty Company
- l. You/Your - the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of Your Trust or any Estate Planning Entity created for You to whom or to which You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim
 - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to Title Resources Guaranty Company, Attention: Claims Department, 8111 LBJ Freeway, Ste. 1200, Dallas, TX 75251, or trgclclaims@titleresources.com. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
 - (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.
- b. Proof Of Your Loss
 - (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
 - (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
 - (3) We may require You to answer questions about Your claim under oath.
 - (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your

failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
 - (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;
 - (4) Pay You the amount required by this Policy;
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
 - (1) Your actual loss;
 - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
 - (3) the Policy Amount then in force.
 and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.
- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
 - (1) the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
 - (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
 - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
- d. All payments We make under this Policy reduce the Policy Amount then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21

TRGC Form: HO ALTA Homeowner's Policy of Title Insurance - Revised 12/02/2013

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Page 6 of 7



also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.

- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;
 - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force ; and
 - (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
 - (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.

ORDER NO.: 3910119-01423

SCHEDULE A

POLICY NO.: 1026-HO-3910119-01423
 ORDER NO.: 3910119-01423

AMOUNT OF INSURANCE: \$629,000.00
 PREMIUM: \$1,786.00

DATE OF POLICY: JULY 10, 2019 AT 8:00 AM

DEDUCTIBLE AMOUNTS AND MAXIMUM DOLLAR LIMITS OF LIABILITY FOR COVERED RISK 16, 18, 19 AND 21:

	<u>YOUR DEDUCTIBLE AMOUNT</u>	<u>OUR MAXIMUM DOLLAR LIMIT OF LIABILITY</u>
COVERED RISK 16 (Subdivision Law Violation):	1% of Policy Amount or \$2,500 (whichever is less)	\$10,000
COVERED RISK 18 (Building Permit):	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
COVERED RISK 19 (Zoning):	1% of Policy Amount or \$5,000 (whichever is less)	\$25,000
COVERED RISK 21 (Encroachment of Boundary Walls or Fences)	1% of Policy Amount or \$2,500 (whichever is less)	\$5,000

STREET ADDRESS OF THE LAND:

121 SOUTH F STREET, OXNARD, CALIFORNIA.

1. NAME OF INSURED:

ROBIN ROY, SUCCESSOR TRUSTEE OF THE WILLIAM BERKMAN AND ROBIN ROY
 REVOCABLE TRUST, DATED OCTOBER 19, 2014

CONTINUED

ALTA Homeowner's Policy
 CLTA Homeowner's Policy

ORDER NO.: 3910119-01423

2. YOUR INTEREST IN THE LAND COVERED BY THIS POLICY IS:

A FEE

3. THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE COUNTY OF Ventura, STATE OF CA, AND IS DESCRIBED AS FOLLOWS:

LOT 70 OF THE HENRY T. OXNARD SUBDIVISION, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 49 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ORDER NO.: 3910119-01423

SCHEDULE B

EXCEPTIONS

IN ADDITION TO THE EXCLUSIONS, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEY'S FEES AND EXPENSES RESULTING FROM:

- A. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2019-2020, A LIEN NOT YET DUE OR PAYABLE.
- B. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
 - 1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
 - 2. ANY EASEMENTS, RECITALS, SETBACKS, NOTATIONS AND OTHER MATTERS AFFECTING SAID LAND FOR THE PURPOSES STATED THEREON, AND INCIDENTAL PURPOSES THEREIN, AS SHOWN ON THE RECORDED MAP REFERENCED IN THE LEGAL DESCRIPTION.
 - 3. AN EASEMENT FOR PURPOSES STATED AND INCIDENTAL RIGHTS.

FOR: WATER PIPELINES
RECORDED: IN BOOK 99, PAGE 224, OF DEEDS.

AFFECTS: SAID LAND

- 4. COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

RECORDED: IN BOOK 124, PAGE 368, OF DEEDS.

- 5. THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE HISTORICAL ENHANCEMENT AND REVITALIZATION REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED JULY 20, 2007 AS INSTRUMENT NO. 20070720-00143712-0, OF OFFICIAL RECORDS.
- 6. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RECORDATION OF HISTORICAL RESOURCES DESIGNATION RESOLUTION COUNTY OF VENTURA HISTORICAL LANDMARK NO. 161" RECORDED NOVEMBER 2, 2016 AS INSTRUMENT NO. 20161102-00162246-0, OF OFFICIAL RECORDS.

ALTA Homeowner's Policy
CLTA Homeowner's Policy

ORDER NO.: 3910119-01423

7. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH WOULD BE DISCLOSED BY A CORRECT ALTA/NSPS SURVEY.

8. A DEED OF TRUST TO SECURE AN INDEBTEDNESS

AMOUNT: \$250,000.00
DATED: JULY 3, 2019
TRUSTOR: ROBIN ROY, SUCCESSOR TRUSTEE OF THE WILLIAM BERKMAN AND ROBIN ROY REVOCABLE TRUST, DATED OCTOBER 19, 2014
TRUSTEE: EQUITY TITLE COMPANY
BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), A SEPARATE CORPORATION, THAT IS ACTING SOLELY AS NOMINEE FOR LENDER FINANCE OF AMERICA MORTGAGE, LLC
RECORDED: JULY 10, 2019 AS INSTRUMENT NO. 20190710-00077470, OFFICIAL RECORDS



AUTHORIZED SIGNATORY

Equity Title Company

801 N. Brand Boulevard, Suite 400
Glendale, CA 91203
(818) 291-4400

DATE: AUGUST 2, 2019

FINANCE OF AMERICA MORTGAGE
300 WELSH ROAD, BUILDING 4, SUITE A
HORSHAM, PA 19044

ATTN: CLOSING DEPARTMENT

YOUR NO.: 301624000953
OUR NO.: 3910119-01423

PLEASE FIND ENCLOSED HERewith YOUR POLICY OF TITLE INSURANCE PER YOUR
REQUEST.

BY: Scott Legg and Cory Meza, TITLE OFFICER

SCHEDULE A

POLICY NO.: 1026-L-3910119-01423 AMOUNT OF INSURANCE: \$250,000.00
ORDER NO.: 3910119-01423
LOAN NO.: 301624000953 PREMIUM: \$ 485.00

ADDRESS REFERENCE: 121 S F St , Oxnard, CA 93030

DATE OF POLICY: JULY 10, 2019 AT 8:00 AM

1. NAME OF INSURED:

 FINANCE OF AMERICA MORTGAGE, LLC, ITS SUCCESSORS AND/OR ASSIGNS, AS
 THEIR INTEREST MAY APPEAR

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS DESCRIBED IN SCHEDULE A
 AND WHICH IS ENCUMBERED BY THE INSURED MORTGAGE IS:

 A FEE

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

 ROBIN ROY, SUCCESSOR TRUSTEE OF THE WILLIAM BERKMAN AND ROBIN ROY
 REVOCABLE TRUST, DATED OCTOBER 19, 2014

4. THE MORTGAGE, HEREIN REFERRED TO AS THE INSURED MORTGAGE, AND
 THE ASSIGNMENTS THEREOF, IF ANY, ARE DESCRIBED AS FOLLOWS:

 A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF \$250,000.00

 DATED: JULY 3, 2019
 TRUSTOR: ROBIN ROY, SUCCESSOR TRUSTEE OF THE WILLIAM
 BERKMAN AND ROBIN ROY REVOCABLE TRUST, DATED
 OCTOBER 19, 2014

 TRUSTEE: EQUITY TITLE COMPANY
 BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
 ("MERS"), A SEPARATE CORPORATION, THAT IS ACTING
 SOLELY AS NOMINEE FOR LENDER FINANCE OF AMERICA
 MORTGAGE, LLC

 RECORDED: JULY 10, 2019 AS INSTRUMENT NO. 20190710-00077470,
 OFFICIAL RECORDS

ORDER NO.: 3910119-01423

SCHEDULE A – CONTINUED

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE COUNTY OF *Ventura*, STATE OF CA, AND IS DESCRIBED AS FOLLOWS:

LOT 70 OF THE HENRY T. OXNARD SUBDIVISION, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5 PAGE 49 OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ORDER NO.: 3910119-01423

SCHEDULE B
PART I

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

- A. GENERAL AND SPECIAL TAXES FOR THE FISCAL YEAR 2019-2020, A LIEN NOT YET DUE OR PAYABLE.
- B. THE LIEN OF SUPPLEMENTAL TAXES ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.
 - 1. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
 - 2. ANY EASEMENTS, RECITALS, SETBACKS, NOTATIONS AND OTHER MATTERS AFFECTING SAID LAND FOR THE PURPOSES STATED THEREON, AND INCIDENTAL PURPOSES THEREIN, AS SHOWN ON THE RECORDED MAP REFERENCED IN THE LEGAL DESCRIPTION.
 - 3. AN EASEMENT FOR PURPOSES STATED AND INCIDENTAL RIGHTS.

FOR: WATER PIPELINES
RECORDED: IN BOOK 99, PAGE 224, OF DEEDS.

AFFECTS: SAID LAND

- 4. COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, MARITAL STATUS, ANCESTRY, SOURCE OF INCOME OR DISABILITY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES OR SECTION 12955 OF THE CALIFORNIA GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

RECORDED: IN BOOK 124, PAGE 368, OF DEEDS.

- 5. THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE HISTORICAL ENHANCEMENT AND REVITALIZATION REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED JULY 20, 2007 AS INSTRUMENT NO. 20070720-00143712-0, OF OFFICIAL RECORDS.
- 6. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RECORDATION OF HISTORICAL RESOURCES DESIGNATION RESOLUTION COUNTY OF VENTURA HISTORICAL LANDMARK NO. 161" RECORDED NOVEMBER 2, 2016 AS INSTRUMENT NO. 20161102-00162246-0, OF OFFICIAL RECORDS.

ALTA Loan Policy

ORDER NO.: 3910119-01423

SCHEDULE B

PART II

IN ADDITION TO THE MATTERS SET FORTH IN PART I OF THIS SCHEDULE, THE TITLE TO THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN SCHEDULE A IS SUBJECT TO THE FOLLOWING MATTERS, IF ANY BE SHOWN, BUT THE COMPANY INSURES THAT THESE MATTERS ARE SUBORDINATE TO THE LIEN OR CHARGE OF THE INSURED MORTGAGE UPON THE ESTATE OR INTEREST:

NONE



AUTHORIZED SIGNATORY

ORDER NO.: 3910119-01423

Charge: \$ 0.00

CLTA Form 110.9-06 Environmental Protection Lien

ENDORSEMENT

Issued by

Title Resources Guaranty Company

Attached to Policy No. **1026-L-3910119-01423**

The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over:

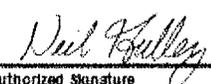
- (a) any environmental protection lien that at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided by any state statute in effect at Date of Policy, except environmental protection liens provided by the following state statutes:

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

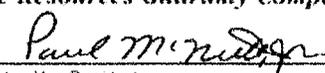
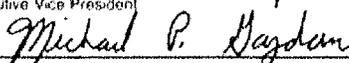
IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Dated: July 10, 2019

CLTA Form 110.9-06 Environmental Protection Lien 6/17/2006
ALTA Endorsement Form 8.1-06
ALTA or CLTA - Lender


Authorized Signature



Title Resources Guaranty Company
By: 
Executive Vice President

Secretary

ALTA Loan Policy

ORDER NO.: 3910119-01423

Charge: \$ 0.00

CLTA Form 100-06 Restrictions, Encroachments & Minerals

ENDORSEMENT

Issued By

Title Resources Guaranty Company

Attached to Policy No. **1026-L-3910119-01423**

The Company insures against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following:
 - (a) Covenants, conditions or restrictions under which the lien of the Insured Mortgage can be cut off, subordinated, or otherwise impaired;
 - (b) Present violations on the Land of any enforceable covenants, conditions or restrictions;
 - (c) Except as shown in Schedule B, encroachments of buildings, structures or improvements located on the Land onto adjoining lands, or any encroachments onto the Land of buildings, structures or improvements located on adjoining lands.

2.
 - (a) Any future violations on the Land of any covenants, conditions or restrictions occurring prior to acquisition of the Title by the Insured, provided such violations result in impairment or loss of the lien of the Insured Mortgage, or result in impairment or loss of the Title if the Insured shall acquire the Title in satisfaction of the Indebtedness;
 - (b) Unmarketability of the Title by reason of any violations on the Land, occurring prior to acquisition of the Title by the Insured, of any covenants, conditions or restrictions.

3. Damage to existing improvements, including lawns, shrubbery or trees
 - (a) That are located or encroach upon that portion of the Land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
 - (b) Resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals excepted from the description of the Land or shown as a reservation in Schedule B.

4. Any final court order or judgment requiring removal from any land adjoining the Land of any encroachment shown in Schedule B.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include the terms, covenants, conditions or restrictions contained in any lease.

Continued on next page

ORDER NO.: 3910119-01423

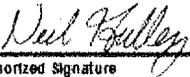
As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

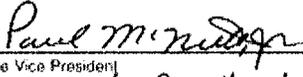
Dated: July 10, 2019

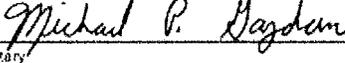
CLTA Form 100-06 Restrictions, Encroachments & Minerals 3/9/2007
ALTA Lender


Authorized Signature



Title Resources Guaranty Company

By: 
Executive Vice President


Secretary

ORDER NO.: 3910119-01423

Charge: \$ 0.00

CLTA Form 116-06 Designation of Improvements, Address

ENDORSEMENT

Issued by

Title Resources Guaranty Company

Attached to Policy No. **1026-L-3910119-01423**

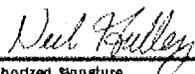
The Company insures against loss or damage sustained by reason of the failure of (i) a **SINGLE FAMILY RESIDENCE** known as **121 S F St , OXNARDM CALIFORNIA**, to be located on the Land at Date of Policy, or (ii) the map attached to this policy to correctly show the location and dimensions of the Land according to the Public Records.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Dated: July 10, 2019

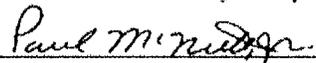
CLTA Form 116-06 Designation of Improvements, Address 3/9/2007
ALTA - Lender



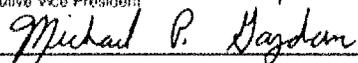
Authorized Signature



Title Resources Guaranty Company

By: 

Executive Vice President



Secretary



Rev. 10-23-2017

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	www.titleresources.com	

Page 2	
Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY COMPANY
What we do	
How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver’s license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can’t I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates’ everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Realogy Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resource Group.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.</i>