

# **EXHIBIT 3**

Compliance Agreement CA19-0002



# COUNTY OF VENTURA

Resource Management Agency

Planning Division

800 South Victoria Avenue  
Ventura, CA 93009  
(805) 654-2488, (805) 654-2509 FAX

## COMPLIANCE AGREEMENT

**CA19-0002**

This Compliance Agreement ("Compliance Agreement") is entered into by and between Ralph G. Hagle and Mary C. Hagle, Trustees of The Hagle Family Trust, dated August 17, 1998 ("Property Owner") and the County of Ventura ("County"), and shall become effective upon the date it is executed by the last of the parties hereto.

### PROPERTY OWNER:

The Hagle Family Trust, dated August 17, 1998  
(Ralph G. Hagle and Mary C. Hagle, Trustees)

### PROPERTY Address:

3100 Somis Road, Somis CA 93066

### Assessor's Parcel Numbers:

163-0-010-115, -795, -845, and -850 ("Property")

### Planning Violation:

PV10-0011

### RECITALS:

WHEREAS, on or about February 9, 2010, the County issued the Notice of Violation No. PV10-0011 attached as Exhibit A hereto ("Notice of Violation") to Property Owner describing the following zoning violations on the Property:

1. Violation of Section 8101-3.1 and/or Section 8101-3.2 of the Ventura County Non-Coastal Zoning Ordinance (NCZO) for the unpermitted expansion of the commercial lumber yard authorized under Development Plan Permit No. DP-244-1 into the Agricultural Exclusive (AE) Zone.
2. Violation of Section 8105-1.3 for the conduct of a use (commercial lumber yard) not identified as allowed in the AE Zone in the Use Matrix set forth in Sections 8105-4 and 8105-5 of the NCZO.
3. Violation of Condition of Approval No. 1 of DP-244-1 due to the unpermitted expansion of the commercial lumber yard outside of the permit boundary depicted on the approved plans and elevations.
4. Violation of Condition of Approval No. 2 of DP-244-1 due to the unpermitted expansion of the commercial lumber yard outside of the M-2 Zone.

5. Violation of Condition of Approval No. 7 of DP-244-1 for failure to apply for, and obtain approval of, a modification of DP-244-1 prior to the unpermitted expansion of the commercial lumber yard outside of the permit boundary depicted on the approved plans for DP-244-1.

WHEREAS, the aforementioned violations described in the Notice of Violation involve the installation of pavement and paving materials (such as asphalt, gravel and other similar materials) on prime agricultural soils over an approximately 11-acre area in the AE Zone;

WHEREAS, the Property Owner is the responsible party for the above-listed violations pursuant to Section 8114-3.6 et seq. of the NCZO;

WHEREAS, on or about July 31, 2009, and supplemented on August 13, 2009, the Property Owner requested a determination from the County Planning Director that "timber products storage" is equivalent to "firewood operations" (an allowed use in the AE zone), pursuant to NCZO Section 8101-4.10 ("Equivalency Determination");

WHEREAS, on February 9, 2010, the Planning Director determined that "timber products storage" is not equivalent to "firewood operations," thereby denying the requested Equivalency Determination;

WHEREAS, the Property Owner filed a timely appeal to the County Planning Commission of both the Notice of Violation (Appeal No. AP10-0002) and the denial of the requested Equivalency Determination (Appeal No. AP10-0003);

WHEREAS, on February 16, 2011, the parties entered into Compliance Agreement No. CA11-0013 ("Compliance Agreement") regarding the violations and Equivalency Determination;

WHEREAS, on October 24, 2013, the Planning Commission denied Appeal Nos. AP10-0002 and AP10-0003 and upheld all violations stated in the Notice of Violation;

WHEREAS, the Property Owner filed a timely appeal of the Planning Commission's October 24, 2013 determinations to the County Board of Supervisors ("Board");

WHEREAS, the Property Owner now intends to attempt to abate the violations stated in the Notice of Violation by seeking approval of a General Plan Amendment re-designating the Property's land use designation under the County General Plan ("GPA"), an NCZO amendment changing the Property's zoning designation under the NCZO, and a new or modified Use Permit under the NCZO, all for the purpose of authorizing Property Owner's use of some or all of the approximately 11-acre AE-zoned portion of the Property as referenced in the Notice of Violation ("Paved Area") as part of Property Owner's existing wholesale lumber yard. The GPA and NCZO Amendment are collectively referred to hereinafter as "Project-Related Legislative Actions" and the Use Permit is hereinafter referred to as "Project-Related Discretionary Entitlement." Together, the Project-Related

Legislative Actions and Discretionary Entitlement are collectively referred to hereinafter as the "Project";

WHEREAS, on February 18, 2015, the parties entered into an Amended and Restated Compliance Agreement regarding the violations and Equivalency Determination;

WHEREAS, on August 4, 2015, the Board conducted an initial pre-screening analysis of the privately-initiated GPA ("Board Screening") and approved for further processing the Project-Related Legislative Actions;

WHEREAS, on September 22, 2015, the Amended and Restated Compliance Agreement was duly amended by the parties pursuant to the "First Amendment to the Amended and Restated Compliance Agreement CA 11-0013";

WHEREAS, on October 30, 2015, the Property Owner filed an application with the Planning Division for the Project-Related Discretionary Entitlement;

WHEREAS, on April 28, 2016, the Amended and Restated Compliance Agreement was duly amended by the parties pursuant to the "Second Amendment to the Amended and Restated Compliance Agreement CA 11-0013";

WHEREAS, in addition to requiring approval from the Board, the Project-related GPA must also be approved by a majority of Ventura County voters in order to comply with the current SOAR provisions of the County General Plan ("SOAR Vote"). The SOAR Vote is referred to hereinafter as a "Project-Related SOAR Measure"; and

WHEREAS, the parties now wish to enter into this Compliance Agreement to replace and supersede the previous two Compliance Agreements in their entirety in order to provide Property Owner with an opportunity to abate the violations described in the Notice of Violation pursuant to the terms and conditions herein.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Processing of Proposed Project**

- a. Having filed for both the Project-Related Legislative Actions and the Project-Related Discretionary Entitlement, the Property Owner shall diligently pursue concurrent processing of the Project applications.
- b. With the Project-Related Legislative Actions having received the Board's initial approval for further processing at the Board Screening, and pending subsequent approval of Project-Related Discretionary Land Use Entitlement, Property Owner shall diligently seek placement of a Project-Related SOAR Measure on the

November 2020 ballot ("2020 Ballot"), including by agreeing to pay all election costs attributable to a Project-Related SOAR Measure charged by the County's Election Division that are not otherwise waived or reduced by formal action of the County.

- c. Property Owner acknowledges that the processing of the Project-Related Legislative Actions will require review under the California Environmental Quality Act "CEQA" (inclusive of the Project-Related Discretionary Entitlement), followed by subsequent review and approval by the Planning Commission and Board at public hearings. It is anticipated that an environmental impact report will be required for the Project; however, regardless of the type of CEQA document required for the Project, the Property Owner and County agree to prepare and process the document in an expeditious manner.
- d. With the Project-Related Legislative Actions having received the Board's initial approval for further processing at the Board Screening, Property Owner may resume interim use of up to five acres of the Paved Area for lumber storage as part of the existing, permitted wholesale lumber yard while the Project is being processed and further considered by County decision-makers, subject to the following conditions ("Interim Use"): Property Owner shall delineate the Interim Use area by a painted and labelled line placed on the pavement in order to facilitate periodic County compliance inspections; no additional permanent structures shall be added to the Paved Area; no additional area may be paved or otherwise covered by impermeable surface in the Paved Area; the height of stored lumber in the Paved Area shall not exceed 15 feet; and accessible driveways shall be provided as follows: (i) 15 feet between and around lumber piles; (ii) 30 feet around the entire perimeter of the Paved Area; and (iii) overall driveway layout results in a grid system of 50 feet by 150 feet. The Interim Use Plan demonstrating compliance with accessible driveway requirements is attached as Exhibit C hereto ("Interim Use Plan"). The Interim Use shall comply with the provisions of the Uniform Building Code and Uniform Fire Code as related to lumber storage.
- e. Property Owner shall provide the Planning Division with any and all information requested by the County to process the Project. In addition, Property Owner shall timely pay any and all County costs incurred to process the Project pursuant to a separate Reimbursement Agreement between the parties.
- f. Property Owner acknowledges and agrees that this Compliance Agreement does not act as, nor shall it be construed as, a guarantee, commitment or promise by the County that the Project will be approved at all and/or in any particular form and/or pursuant to any particular conditions of approval.
- g. Unless terminated sooner pursuant to other provisions stated herein, the Compliance Agreement shall automatically terminate upon certification of the November 2020 election results showing voter approval of a privately-initiated, Project-Related SOAR Measure.

## 2. Property Owner's Pending Appeals

- a. If the Board denies the Project, if the Property Owner withdraws its application with respect to the Project prior to the Ventura County Planning Commission's first hearing of said matters, or if this Compliance Agreement is terminated pursuant to Section 5 below, the Planning Division shall, within 90 days following the first such action to occur, schedule a hearing for the Board's consideration of Appeal Nos. AP10-0002 and AP10-0003.
- b. If the Board approves the Project, and a Project-Related SOAR Measure appears on the November 2020 ballot, Property Owner's Appeal Nos. AP10-0002 and AP10-0003 shall be deemed automatically withdrawn as of the date the Project-Related SOAR Measure appears on the ballot, thereby waiving and releasing Property Owner's right to administratively appeal all issues included in said appeals and regarding the underlying Notice of Violation and Equivalency Determination.
- c. If the Board hears Appeal Nos. AP10-0002 and AP10-0003 pursuant to Section 2a. above and upholds either appeal in whole or in part (i.e., the Board does not uphold some or all violations subject of the Notice of Violation, or approves Property Owner's Equivalency Determination), this Compliance Agreement shall automatically terminate and the parties shall proceed pursuant to the Board's decision in accordance with the applicable provisions of the NCZO.

## 3. Termination of Interim Use; Property Remediation

- a. Property Owner shall cease the Interim Use, and shall complete the Remedial Actions described in Section 3b. below, within 90 days after the earliest to occur, if any, of the following: (i) the Planning Division's termination of this Compliance Agreement pursuant to Section 5 below; (ii) if applicable pursuant to Section 2a. above, the Board's denial of both Appeal Nos. AP10-0002 and AP10-0003 in their entirety (i.e., the Board affirms all violations subject of the Notice of Violation, and denies Property Owner's Equivalency Determination); or (iii) certification of the November 2020 election results showing lack of voter approval of a Project-Related SOAR Measure, including in the event a SOAR Measure does not appear on the ballot.
- b. Remedial Actions
  - i. Property Owner shall discontinue all lumber yard operations and remove all lumber and related materials on the Paved Area; and
  - ii. Property Owner shall remove all pavement and paving materials (such as asphalt, gravel and other similar materials) and underlying fill that have been installed, stored or otherwise placed on the Paved Area. The removal of the pavement, paving materials, and underlying fill must result in the restoration

of the land to a condition suitable for agricultural production consistent with the pre-violation condition of the site as determined by the Planning Director in consultation with the County Agricultural Commissioner, or on such other alternate conditions as may be determined by the Board of Supervisors at the hearing of Appeal Nos. AP10-0002 and AP10-0003 pursuant to Section 2a. above.

- iii. Property Owner shall promptly notify the Planning Director of its completion of the Remedial Actions and schedule an inspection for the County to verify whether all Remedial Actions have been taken and all identified violations have been abated.

c. By-Right Agricultural Uses

Property Owner's obligations to complete the Remedial Actions and to abate the violations shall be subject to, and limited by, the Property Owner's obtaining authorization, by acquiring of all required County permits and approvals, to engage in the following by-right agricultural uses (i.e., no discretionary use permit is required) on portions of the Paved Area as more specifically described in the County's May 31, 2011 letter to Property Owner attached hereto as Exhibit B:

- i. Up to 500 square feet of pavement to accommodate three parking spaces for a small agricultural sales facility to support seasonal tree sales;
- ii. Up to 2,500 square feet of pavement for a "mulching operation";
- iii. One barn up to 6,000 square foot used for hay storage and farm equipment; and/or
- iv. Other by-right improvements determined by the Planning Director as allowable based on the Property's General Plan and zoning designations.

4. Other County Obligations

County agrees to do the following:

- a. Diligently process Project applications including, but not limited to: (i) timely review of submittals by the Property Owner; (ii) reasonable application of CEQA requirements; and (iii) expeditious scheduling of Project hearings before the Board and Planning Commission.
- b. Withhold further code enforcement action against the Property Owner for the violations set forth in the Notice of Violation, and for engaging in the Interim Use, while this Compliance Agreement remains in effect. However, nothing herein shall prohibit the County from taking code enforcement action against the Property Owner for any new violations of the NCZO.

- c. If applicable, pursuant to Section 3b.iii. above, perform a final inspection, as expeditiously as possible upon notification by the Property Owner, to verify whether all Remedial Actions have been completed and all violations have been abated.
- d. Close Violation Case No. PV10-0011 if and when the identified violations are abated in accordance with this Compliance Agreement, and all required fees have been paid to the County by the Property Owner.

#### 5. Termination of this Compliance Agreement and Enforcement Action

Property Owner's failure to timely comply with any of its obligations under Sections 1a., 1b., 1d. and 1e. above, as determined in the Planning Director's sole discretion, shall constitute a breach of this Compliance Agreement and, in the Planning Director's sole discretion, may result in: (i) County's termination of this Compliance Agreement upon 10 days written notice to Property Owner; and (ii) commencement of enforcement actions against Property Owner for violations of the NCZO pursuant to Section 8114-0 et seq. In addition, County shall have the right and authority, in its sole discretion, to pursue additional remedies and related actions including, but not limited to, enforcing Property Owner's obligations hereunder in the appropriate court of law.

#### 6. General Provisions

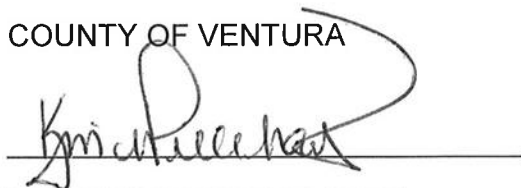
- a. The parties may agree to modify or amend the terms and conditions of this Compliance Agreement. Property Owner's requests for such modifications or amendments shall be subject to Property Owner's prior payment of the applicable County fees for the request set forth in the Planning Division Fee Schedule. No agreement to modify or amend this Compliance Agreement, or any portion hereof, shall be valid or enforceable unless it is in writing and duly executed by the parties hereto.
- b. This Compliance Agreement constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and fully supersedes and replaces the previous Compliance Agreement and all prior negotiations and agreements of any kind or nature, whether written or oral. A party's failure to exercise or delay in exercising any right, power or privilege under this Compliance Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- c. The parties stipulate and agree that each of the statements and representations contained in the above RECITALS section is truthful and accurate. These statements and representations are a binding, material part of this Compliance Agreement.



- d. This Compliance Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages to this Compliance Agreement may be delivered via facsimile or as a .pdf in electronic mail, and such delivery shall be fully effective as if the original had been delivered.
- e. The parties have cause this Compliance Agreement to be duly executed by their respective duly authorized officials, officers, or representatives as of the dates set forth below.
- f. Property Owner shall defend, indemnify and hold harmless the County, any other public agency with a governing body consisting of the members of the County Board of Supervisors, or any of their respective board members, officials, employees and agents (collectively, "Indemnified Parties") from and against any and all third party claims, actions, proceedings, damages, awards, expenses, costs, attorney fees, and other liabilities arising out of or in any way related to the Interim Use or the County's processing of the Project-related Discretionary Entitlement, except to the extent caused by the sole active negligence or intentional misconduct of Indemnified Parties. The County shall promptly notify Property Owner of any such claim, action or proceeding and shall cooperate fully in the defense.

The parties have caused this Compliance Agreement to be duly executed by their respective duly authorized officials, officers, or representatives as of the dates set forth below.

COUNTY OF VENTURA



Kim L. Prillhart, Director  
Planning Division

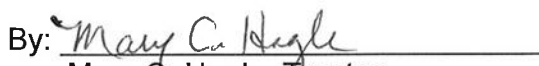
Dated: 3-22-19

PROPERTY OWNER:

The Hagle Family Trust, Dated August  
17, 1998

By:   
Ralph G. Hagle, Trustee

Dated: 3-13-19

By:   
Mary C. Hagle, Trustee

Dated: 3-13-19

EXHIBITS:

- A — Notice of Violation No. PV10-0011
- B — County's May 31, 2011 letter to Property Owner
- C — Interim Use Plan

# Exhibit A

(This page intentionally left blank.)

**NOTICE OF VIOLATION  
(PERMIT)**

February 9, 2010

Please Reply to:  
Nicole Doner  
(805) 654-5042  
FAX (805) 654-2509  
[nicole.doner@ventura.org](mailto:nicole.doner@ventura.org)

Tom Figg, Consultant  
204 Willowbrook Drive  
Port Hueneme, CA 93041

Ralph G. Jr. and Mary Hagle  
Hagle Lumber Company  
3100 Somis Road,  
Somis, CA 93066

**SUBJECT:** Violation Case No.: PV10-0011  
Assessor's Parcel No.: ("APN") 163-0-010-115, -795, -845 and -850  
Permit No.: DP-244-2/Case No. LU09-0059  
Location: 3100 Somis Road, Somis, CA

Dear Permittee and Property Owner:

The Planning Division confirmed that a violation of the Ventura County Non-Coastal Zoning Ordinance ("VCNCZO;" 2009) and conditions of the subject permit Development Plan ("DP") 244 Modification No. 1 exist on the subject property. The DP 244-1 approval is based and limited to the project description in the permit application and the permit conditions of approval approved with the project, which are held at the Resource Management Agency Planning Division. DP 244-1 was originally granted on February 11, 1985 for a lumber storage yard operation located on a 3.25 acre portion of the site zoned "M2-10,000" (Limited Industrial, 10,000 square foot minimum lot size) and a 1.72 acre portion of the site zoned "AE-40ac" (Agricultural Exclusive, 40 acre minimum lot size) located on APN 163-0-010-795 ("APN 79"), APN 163-0-010-850, and on portions of APN 163-0-010-115 and 163-0-010-845.

The violation involves the following activities, uses or structures and code sections or permit conditions:



This is in violation of VCNCZO §8101-3.1 and/or 8101-3.2- General Prohibitions, 8105-1.3 (uses prohibited unless identified in use matrices), 8105-4 or 8105-5 (matrix of allowed uses) and condition(s) 1, 2, and 7; observed on August 6, 2009 by the Condition Compliance Officer.

The pertinent condition from approved DP 244-1 is as follows:

**Planning Division Condition No. 1:**

That the permit is granted for the land and project as shown on the plot plan(s) and elevations labeled Exhibit "A," except or unless indicated otherwise herein.

**Planning Division Condition No. 2:**

That the development is subject to all applicable regulations of the "M-2" (Limited Industrial) zone and all agencies of the State, Ventura County and any other governmental entities.

**Planning Division Condition No. 7:**

That all facilities and uses other than those specifically requested in the application are prohibited unless a modification application has been approved by the Planning Director.

**Abatement can be achieved by:**

- **Option No. 1:** Relocate the unpermitted expansion of the lumber yard storage operation from the AE-40 ac zoned 11-acre portion of APN 79 to the M2 and AE-40 ac split zoned 4.86-acre portion of APN 79 that was approved under DP 244-1, as confirmed to the satisfaction of the Condition Compliance Officer. If you propose to revise the permit boundary to add or remove property, please make sure to reflect this change in the Case No. LU09-0059 project description, application questionnaire, and site plan. Furthermore, the M2 property (APN 163-0-010-845 portion owned by Southern Pacific Transportation Co. and APN 163-0-010-115 portion owned by the Joseph and Corinne Burdullis Trust) that is within the existing permit boundary, but is no longer owned or leased by Mr. Hagle or the Hagle Lumber Company, will require documentation of the current property owner's authorization to relinquish that property from the DP 244-1 permit boundary.
- **Option No. 2:** File a request for a Zone Text Amendment to amend the VCNCZO to allow a lumber yard in the AE-40 ac zone. The Zone Text Amendment would require revisions to the VNCZO Articles: 2 (Definitions), to

define the lumber/timber storage use; 5 (Uses and Structures by Zone), to provide for the use with the approval of a land use entitlement; 7 (Standards for Specific Uses), to establish standards for the use in order so that it is compatible with the goals and objectives of the AE-40 ac zone; and, 9 (Standards for Specific Zones), to add site design guidelines. Since the Zone Text Amendment would affect all property with an AE-40 ac zoning designation, you should consult the County's Agricultural Commissioner's Office to determine if such a Zone Text Amendment would be consistent with the goals and objectives of the AE-40 ac zone.

- Option No. 3: File an application for a: General Plan Amendment ("GPA") to change the land use designation of the portion of the property that has an "Agricultural" land use designation, to a land use designation that would allow lumber yards (e.g., an "Urban"); and, Zone Change ("ZC") to change the zoning designation of the portion of the property from AE-40 ac to M2. Pursuant to the County's "Save Open-Space and Agricultural Resources" ("SOAR") Ordinance (Ventura County General Plan *Goals, Policies and Programs*, 2008, 6-8) you would need to obtain voter approval of the GPA and ZC requests. For more information on SOAR, please see:  
[http://www.ventura.org/rma/planning/pdf/brochures/SOAR\\_3-08.pdf](http://www.ventura.org/rma/planning/pdf/brochures/SOAR_3-08.pdf).

**By March 30, 2010, relocate the unpermitted expansion of the lumber yard storage operation from the AE-40 ac zoned 11-acre portion of APN 79 to the M2 and AE-40 ac zoned 4.86-acre portion of APN 79 as confirmed to the satisfaction of the Condition Compliance Officer. If pursuing either Option 2 or 3, the above violation must be abated by April 15, 2010 by filing a General Plan Amendment Screening application to meet the spring filing deadline or by filing a Zone Text Amendment application.**

If you do not believe a violation exists and wish to appeal this determination and stay further enforcement actions, you must submit your appeal to the Planning Division by February 19, 2010. The current cost for an appeal is \$2,000 deposit (with no billing limit), but if you win your appeal all of your appeal fees will be refunded. You must also fill out and submit an appeal application with the deposit fee. You may also request an Informal Office Hearing, the cost of which is currently a \$500 deposit with staff costs billed at the current hourly charge rate.

If you need additional time beyond the specified deadline to abate the violations, the Condition Compliance Officer can discuss the possibility of a Compliance Agreement. There will be a charge to prepare it, plus costs to administer the agreement through the abatement of the violation(s), and a surety deposit to ensure compliance with the terms of the agreement. This is an agreement between you and the County wherein you agree to

abate the violations in a specific and timely manner. The Condition Compliance Officer is available to answer any of your questions and to discuss these options with you.

**Now that a violation has been confirmed, the following enforcement actions will be instituted and remain in effect until the violations are abated to the Condition Compliance Officer's satisfaction:**

- Each day counts as a new violation for purposes of fines, and penalties that may be assessed if Civil Administrative Penalties are imposed.
- No new Planning or Building permits will be issued on the subject site except to correct a violation.
- The full costs for staff time spent abating the violation will be charged to you and any subsequent owners of the property. This means that all time spent for meetings, site visits, telephone calls, correspondence, etc. that relate to this violation case will be charged to you. Since the violation is related to the property, unpaid bills will fall to subsequent property owners if you do not pay the bills. The minimum cost to confirm the abatement of a violation is currently \$300, plus the accumulated costs for staff time spent to date seeking abatement of the violation. The current staff charge rate exceeds \$150/hour. These costs often reach \$1,000 and more when people do not diligently abate the violations.
- You will be formally billed on a monthly basis for the staff costs incurred and assessed 2% interest for unpaid bills compounded monthly. In other words, the costs for unpaid bills will be similar to credit card charges.
- A Late Filing Fee will be required in addition to the required fees for each permit necessary to legalize a non-permitted use and structure. Each Late Filing Fee shall be equal to the cost of each required permit, but shall not individually exceed \$1,000.00. These fees will be refunded if the required application is submitted within 30 days and deemed "complete" within 90 days of the Notice of Violation. If the property is located in the Coastal Zone there is no 30-day "grace" period. A Late Filing Fee is always charged.
- Copies of the Notice of Violation will be sent to applicable Federal, State and local policing, licensing and taxing agencies alerting them to the conditions on your property.
- A new permit condition is hereby added automatically to the subject permit pursuant to Sec. 8111-6.2.1 of the Non-Coastal Zoning Ordinance which requires the deposit of not less than \$500 to cover staff costs for condition



compliance monitoring and abatement of violations by the County. Failure to submit the required deposit shall also constitute a violation of the permit. The condition reads as follows:

The permittee shall, pursuant to Sec. 8111-6.2.1, submit to the Planning Division within 60 days of the issuance of a Notice of Violation a deposit of \$ 500.00. Said deposit covers the County's costs for periodic condition compliance review of the site pursuant to Sec. 8114-3.4 and the abatement of confirmed violations. As the deposit is drawn down, the permittee shall restore it upon receiving notice to do so. Said deposit shall be maintained for the life of the permit.

**If the Condition Compliance Officer has not confirmed the violation(s) is abated by the above date, and you have not filed for an appeal by the date specified above, the following enforcement actions will be instituted and remain in effect until the violation is abated:**

- A Notice of Noncompliance will be recorded on the property that gives record notice of the violation. This notice will not be removed until the violation(s) are corrected and all fees and charges are paid. These notices effectively stop the sale of the property or securing re-financing of mortgages. The minimal charge for confirming abatement of the violations and removing this notice is currently \$500, plus the accumulated costs for the staff time spent abating the violation. Late charges and interest will also be assessed and must be paid before the recorded notice is released.
- In the Non-Coastal Zone, Civil Administrative Penalties can be levied for each separate violation where violation(s) are not abated. The penalty can range up to \$1,000 per violation and accrue on a daily basis. Thus, if there are several violations on a parcel, the owner could be liable for several thousand dollars in penalties each day. The penalties accrue daily until the Planning Director determines the violations have been corrected to his/her satisfaction.
- An Administrative Nuisance Abatement hearing may be set before an independent hearing officer. If the Hearing Officer finds that violations exist, he can order abatement of the violations, payment to the County for all the costs incurred in seeking abatement of the violations, payment of the hearing officer costs (currently exceeds \$120/hour), payment of fines and penalties, among other orders. A tax lien can also be placed on the property if the costs are not paid in the required time. The rulings from the Hearing Officer usually result in costs and charges to violators of several thousands of dollars.

- The forfeiture of penal sureties will be sought if such sureties are on deposit with the County.
- Criminal charges may be filed against you. If you are convicted of a misdemeanor violation, it would result in a criminal record, probation, fines, and Court penalties equal to 220% of total fines charged, e.g. a \$100 fine becomes a \$320 fine.
- As part of a criminal prosecution the County's attorneys may seek and the Court may place the property in "receivership". The Court-appointed receiver would be ordered to correct the violations and be allowed to sell the property to recover the costs of abating the violations if the property owner does not pay for the work and the receiver's costs.
- Any permit on the property such as a Conditional Use Permit (CUP) or Planned Development Permit (PD) can be modified or revoked by the Planning Commission.
- In cases where violations repeatedly occur and then are corrected, the Planning Staff may take the permit to the Planning Commission for modification, suspension or revocation at the permittee's expense
- Unpaid bills, fines and penalties will be pursued through Small Claims Court or as tax liens on the property.

We want to work with you to avoid the consequences listed above. **I urge you to immediately contact Nicole Doner, the Condition Compliance Officer for this case, at (805) 654-5042 so she can discuss with you how this issue can be resolved.** If you wish to discuss this matter in person, please call for an appointment to be sure she is available. Please reference the "Case No." identified at the top of this letter in all inquiries or replies.

**NOTE: It is your responsibility to inform the Condition Compliance Officer when your violation has been corrected. Until she hears from you that the violation is corrected and this can be confirmed to her satisfaction, the violations are presumed to remain and enforcement actions against you will continue.**

Sincerely,

  
\_\_\_\_\_  
Tricia Maier, Manager  
Program Administration Section

Encl.: DP 244-1 Conditions

c: Condition Compliance File  
Environmental Health Division  
Public Works – Watershed Protection District, Water Resources Division  
Fire Protection District

# Exhibit B

(This page intentionally left blank.)

May 31, 2011

Patrick T. Loughman  
Lowthorp, Richards, McMillan, Miller & Templeman  
P.O. Box 5167  
Oxnard CA 93036

Re: **Hagle Lumber Company: Response to April 19, 2011 letter**

Dear Mr. Loughman:

We have reviewed your April 19, 2011 letter which outlines the property owners' (Mr. & Mrs. Hagle) proposal for the retention and use of the 11 acres of pavement installed on prime agricultural soils during the commission of a zoning violation (PV10-0011). This request is made under the provisions of Paragraph 2.e of the Compliance Agreement CA11-0013. This paragraph states the County's agreement to:

*"Review any proposal to use a portion of the unpermitted pavement installed in the AE Zone to conduct a by-right agricultural use for consistency with the purpose and intent of the AE Zone. Any area of pavement determined by the COUNTY Planning Director to be necessary for a by-right agricultural use shall be allowed to remain."*

Provided below are the results of the County's review of the specific proposals listed in your April 19, 2011 letter.

#### ANALYSIS

1. **Off-street Parking (3 acres):** The Hagel's propose that 3-acres of pavement be used for seasonal (peak period) parking by customers of the Hagle Tree Farm.

Analysis: "Christmas Tree Sales" are specifically addressed in Section 8107-13 of the Non-Coastal Zoning Ordinance (NCZO), which allows "the outdoor sales of trees and wreaths for festive or ornamental purposes" during the 45-day period immediately preceding December 25<sup>th</sup>.



However, pursuant to Section 8105-5 of the NCZO, such sales activities are only allowed in the C1 and CPD zones. Thus, this section is not applicable to the Hagle property as it is zoned AE.

Specific to the AE Zone, Non-Coastal Zoning Ordinance (NCZO) sections 8105-4 and 8107-6.2 allow for "small" agricultural sales facilities with a ministerial Zoning Clearance:

*"The total area of such facilities that is devoted to sales and display which are open and accessible to the public shall not exceed 500 square feet."*

In addition, NCZO sections 8105-4 and 8107-6.3 allow for "large" agricultural sales facilities with a Planning Director-approved Conditional Use Permit, with the following limitation:

*"The total area devoted to sales and display which are open and accessible to the public shall not exceed 5,000 square feet. The sales and display area may be within and/or outside a structure."*

NCZO section 8108-4.7 specifies that the parking requirement for a small agricultural sale facility is 3 spaces, and the parking requirement for a large agricultural sale facility is 1 space per 250 square feet. These requirements can be increased or decreased by 10 percent at the discretion of the property owner, and can be increased or decreased by 20 percent if a parking study has been prepared to assess the land use's parking needs.

The proposed 3 acres of paved parking lot for "seasonal tree sales" vastly exceeds the parking needs of a by-right agricultural use (small agricultural sales facility).

Planning Director Determination: The proposed retention of pavement, beyond the area needed to provide 3 parking spaces (approximately 500 square feet), is not necessary for a by-right agricultural use.

2. **Mulching Operation (3 acres):** It is proposed that 3 acres of pavement be used to accommodate "mulching operations performed in connection with the Hagle Tree Farm." Mr. Loughman states that "utilizing a portion of the 11-acre [paved] area will maximize the area available for cultivation on the Tree Farm parcel."

Analysis: The grinding, mulching or composting of wood waste with the material produced from these activities used solely on the Hagle property (APN 163-0-010-79) would be a by-right agricultural activity. The import of

wood waste or other organic material to the site for processing and export ("Organic Processing Operations") is only allowed in the AE Zone with a Conditional Use Permit pursuant to Section 8105-4 of the NCZO.

While "mulching" is a by-right activity, it is not required or necessary to be done on a paved surface. It may be useful, however, to have a small area of pavement to serve as a foundation for grinding equipment and to minimize dust generation.

The statement that the permanent overcovering of 3 acres of prime agricultural soil with pavement "will maximize the area available for cultivation" is illogical. In fact, the opposite is true. The removal of the unpermitted pavement will maximize the area available for cultivation.

Planning Director Determination: The use of a small area of the unpermitted pavement (not to exceed 2,500 square feet) for a "mulching operation" in support of onsite agricultural operations is determined necessary for a by-right agricultural use. The remainder of the 3 acres of pavement is not necessary for a by-right agricultural use.

3. **Storage and staging (3 acres):** It is proposed to use a 3-acre paved area to "prepare and pre-stand very large (12'-15') commercial trees grown on the premises; store farm equipment used in connection with the Hagle Tree Farm; and stockpile 250-400 hay bales used each year."

Analysis: An area of pavement is not required to "prepare and pre-stand" commercial trees.

The storage of farm equipment in support of onsite agricultural operations is a valid accessory use to a principal agricultural use of the land. Such storage can be accomplished in a barn or other storage structure or be unenclosed (i.e. "open storage"). In any case, it is not necessary for farm equipment to be stored on pavement. The proposed use of 3 acres of the unpermitted pavement for such storage would cause an unnecessary loss of prime agricultural soils.

The storage of hay bales used exclusively for an onsite agricultural operation is considered part of that operation. As hay bales are commonly stored in a barn, the use of the unpermitted 6,000 square foot barn (and its paved floor) for hay storage can be found to be a by-right agricultural use. Such use would require the landowner to obtain a zoning clearance and a building permit for this structure. If the barn were to remain, it could also be used for the storage of farm equipment.



**Planning Director Determination:** The unpermitted 6,000-square foot barn may be used for hay storage as an allowed by-right agricultural activity. This structure can also be used for the storage of farm equipment. The remainder of the 3 acres of pavement is not necessary for a by-right agricultural use.

4. **Heavy Vehicles (2 acres):** The landowner proposes to use 2 acres of the paved area subject to the violation for the parking of heavy vehicles associated with the adjacent Hagle Lumber Yard.

**Analysis:** This proposal is a repeat of the identified violation (PV10-0011) of the unpermitted expansion of the Hagle Lumber Yard into the AE Zone. A commercial lumber yard is not a permitted use in the AE Zone. As justification for this request, Mr. Loughman notes that a portion of the permitted lumber yard is located in the AE Zone. This situation is a mistake that was not recognized or analyzed in the original permitting of the Hagle facility. It has no bearing on the current situation. A permit cannot be granted to expand a lumber yard into the AE Zone without a General Plan Amendment and a Zone Change.

**Planning Director Determination:** The requested expansion of a commercial lumber yard into the AE Zone cannot be authorized as it would constitute a violation of the NCZO. This expansion is not necessary for a by-right agricultural use.

## SUMMARY

The landowner's proposal outlined in the April 19, 2011 letter identifies three potential uses for the unpermitted pavement. The table below lists the area of pavement determined by the Planning Director to be allowed to remain pursuant to Paragraph 2.e of Compliance Agreement CA11-0013.

Use	Area limitation
Parking for tree farm sales	500 SF (3 parking spaces)
Open Storage of farm equipment	6,000 SF (size of unpermitted barn)
Hay storage	
Mulching operation	2,500 SF

Other than the maximum area (9,000 square feet) listed above for the allowable by-right uses, the remainder of the 11 acres of pavement must be removed in accordance with Section 1.c of the February 9, 2011 Compliance Agreement. To account for the time expended in consideration of the April 19, 2011 landowner proposal, the expiration date of the Compliance Agreement is extended from July 15, 2011 to August 31, 2011.

Thank you for your help in addressing the compliance issues associated with the Hagle property.

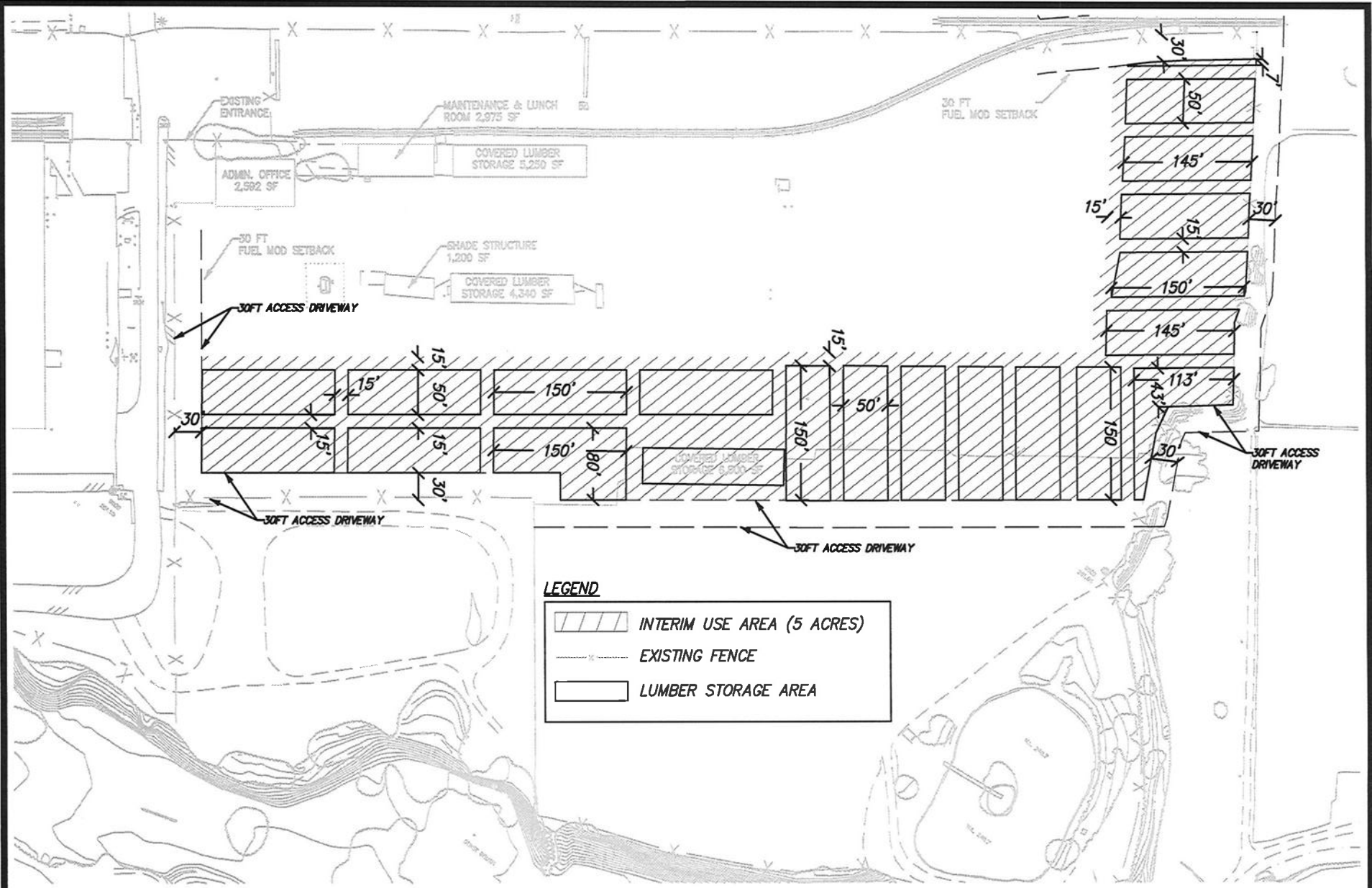
Sincerely,

A handwritten signature in cursive script that reads "Brian R. Baca". The signature is written in dark ink and is positioned above the printed name and title.

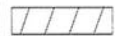


Brian R. Baca, Manager  
Commercial and Industrial Permits Section

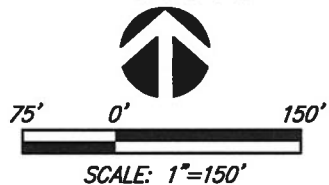
## Exhibit C

(This page intentionally left blank.)



**LEGEND**

-  INTERIM USE AREA (5 ACRES)
-  EXISTING FENCE
-  LUMBER STORAGE AREA



**JENSEN  
DESIGN  
& SURVEY, INC.**  
www.jdscivil.com

1672 DONLON STREET  
VENTURA, CALIF. 93003  
PHONE 805/654-6977  
FAX 805/654-6979

**INTERIM USE PLAN**

**HAGLE LUMBER**

**SHEET**

**1 OF 1**

Feb 28, 2019

**FIRST AMENDMENT TO  
COMPLIANCE AGREEMENT  
CA19-0002**

This First Amendment (Amendment) to the Compliance Agreement ("Compliance Agreement") is entered into by and between Ralph G. Hagle and Mary C. Hagle, Trustees of The Hagle Family Trust, dated August 17, 1998 ("Property Owner") and the County of Ventura ("County"), and shall become effective upon the date last executed by the parties below.

**RECITALS**

WHEREAS, the Compliance Agreement was duly adopted by the parties and became effective on March 22, 2019;

WHEREAS, the Property Owner submitted a new request to add an additional 0.75 acres to the interim use area for lumber storage during the compliance period based on a need created by the local emergencies associated with the Hill, Woolsey and Thomas Fires;

WHEREAS, on December 12, 2017, the Board of Supervisors ("Board") proclaimed a Local Emergency resulting from the Thomas Fire; and

WHEREAS, on December 4, 2018, the Board proclaimed a Local Emergency resulting from the Hill and Woolsey Fires; and

WHEREAS, the parties now wish to amend the Compliance Agreement as set forth in this First Amendment.

**AGREEMENT**

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 1.b. of the Compliance Agreement is deleted and replaced in its entirety with the following:

With the Project-Related Legislative Actions having received the Board's initial approval for further processing at the Board Screening, and pending subsequent approval of Project-Related Discretionary Land Use Entitlement, Property Owner shall diligently seek placement of a Project-Related SOAR Measure on the November 2022 ballot ("2022 Ballot"), including by agreeing to pay all election costs attributable to a Project-Related SOAR Measure charged by the County's Election Division that are not otherwise waived or reduced by formal action of the County.

2. Section 1.d. of the Compliance Agreement is deleted and replaced in its entirety with the following:

With the Project-Related Legislative Actions having received the Board's initial approval for further processing at the Board Screening and with the Property Owner demonstrating an additional temporary urgency for Lumber And Building Materials Sales Yards, Property Owner may resume interim use of up to five acres of the Paved Area for lumber storage as part of the existing, permitted wholesale lumber yard plus an additional area 0.75 acre area, while the Project is being processed and further considered by County decision-makers, subject to the following conditions ("Interim Use"): Property Owner shall delineate the Interim Use area by a painted and labelled line placed on the pavement in order to facilitate periodic County compliance inspections; no additional permanent structures shall be added to the Paved Area; no additional area may be paved or otherwise covered by impermeable surface in the Paved Area; the height of stored lumber in the Paved Area shall not exceed 15 feet; and accessible driveways shall be provided as follows: (i) 15 feet between and around lumber piles; (ii) 30 feet around the entire perimeter of the Paved Area; and (iii) overall driveway layout results in a grid system of 50 feet by 150 feet. The Interim Use Plan demonstrating compliance with accessible driveway requirements is attached as Exhibit C hereto ("Revised Interim Use Plan"). The Revised Interim Use shall comply with the provisions of the Uniform Building Code and Uniform Fire Code as related to lumber storage.

3. Subject Section 1.g. of the Compliance Agreement is deleted and replaced in its entirety with the following:

Unless terminated sooner pursuant to other provisions stated herein, the Compliance Agreement shall automatically terminate upon certification of the November 2022 election results showing voter approval of a privately-initiated, Project-Related SOAR Measure.

4. Subject Section 2.b. of the Compliance Agreement is deleted and replaced in its entirety with the following:

If the Board approves the Project, and a Project-Related SOAR Measure appears on the November 2022 ballot, Property Owner's Appeal Nos. AP10-0002 and AP10-0003 shall be deemed automatically withdrawn as of the date the Project-Related SOAR Measure appears on the ballot, thereby waiving and releasing Property Owner's right to administratively appeal all issues included in said appeals and regarding the underlying Notice of Violation and Equivalency Determination.

5. Subject Section 3.a. of the Compliance Agreement is deleted and replaced in its entirety with the following:

Property Owner shall cease the Interim Use, and shall complete the Remedial Actions described in Section 3b. below, within 90 days after the earliest to occur, if any, of the following: (i) the Planning Division's termination of this Compliance Agreement pursuant to Section 5 below; (ii) if applicable pursuant to Section 2a. above, the Board's denial of both Appeal Nos. AP10-0002 and AP10-0003 in their entirety (i.e., the Board affirms all violations subject of the Notice of Violation, and denies Property Owner's Equivalency Determination); or (iii) certification of the November 2022 election results showing lack of voter approval of a Project-Related SOAR Measure, including in the event a SOAR Measure does not appear on the ballot.

6. Except as set forth in this First Amendment, the Compliance Agreement, as previously executed is unaffected and shall continue in full force and effect in accordance with its terms.
7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages to this Amendment may be delivered via facsimile or as a .pdf in electronic mail, and such delivery shall be fully effective as if the original had been delivered.

COUNTY OF VENTURA



Dave Ward, Director  
Planning Division

Dated: 6/8/20

PROPERTY OWNER:

The Hagle Family Trust, Dated August 17, 1998

By:   
Ralph G. Hagle, Trustee

Dated: 6-1-20

By:   
Mary C. Hagle, Trustee

Dated: 6-1-20

EXHIBITS:

Revised C — Revised Interim Use Plan



# Exhibit C

---

(This page intentionally left blank.)

---



REC'D JUN 03 2020

300 E. ESPLANADE DRIVE, SUITE 850  
OXNARD, CA 93036  
PHONE: 805.981.8555  
FACSIMILE: 805.983.1967

PATRICK T. LOUGHMAN  
ATTORNEY AT LAW  
E-MAIL: [ploughman@lrmmmt.com](mailto:ploughman@lrmmmt.com)

June 1, 2020

**VIA EMAIL - JOHN.OQUENDO@VENTURA.ORG**  
**AND FEDERAL EXPRESS**

John Oquendo, AICP  
County of Ventura  
Resource Management Agency  
Planning Division  
800 South Victoria Avenue  
Ventura, California 93009

***Re: Hagle Lumber Company Project – Case No. PL15-0014***

Dear John:

Enclosed please find the First Amendment to Compliance Agreement executed by Ralph and Mary Hagle which we are also sending to you by Federal Express today.

Please confirm when Dave Ward has signed the Agreement.

Thank you for your assistance.

Very truly yours,

LOWTHORP, RICHARDS, McMILLAN,  
MILLER & TEMPLEMAN  
A Professional Corporation

By:  Patrick T. Loughman

PTL:sem  
Enclosure

**SECOND AMENDMENT TO  
COMPLIANCE AGREEMENT  
CA19-0002**

This Second Amendment to the Compliance Agreement is entered into by and between Ralph G. Hagle and Mary C. Hagle, Trustees of The Hagle Family Trust, dated August 17, 1998, and the County of Ventura, and shall become effective upon the date last executed by the parties below.

**RECITALS**

WHEREAS, the Compliance Agreement was duly adopted by the parties and became effective on March 22, 2019;

WHEREAS, the First Amendment to Compliance Agreement was executed on June 8, 2020.

WHEREAS, the parties now wish to amend the Compliance Agreement as set forth in this Second Amendment.

**AGREEMENT**

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The November 2022 deadline referenced in the First Amendment shall be extended to November 2024 for all purposes.
2. Except as set forth in this Second Amendment, the Compliance Agreement, as previously executed is unaffected and shall continue in full force and effect in accordance with its terms.
3. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages to this Second Amendment may be delivered via facsimile or as a .pdf in electronic mail, and such delivery shall be fully effective as if the original had been delivered.

COUNTY OF VENTURA



Dave Ward, Director  
Planning Division

Dated: 8/4/22

[Signatures Continued On Next Page]

**SECOND AMENDMENT TO  
COMPLIANCE AGREEMENT  
CA196-0002**

**PROPERTY OWNER:**

**The Hagle Family Trust, Dated August 17, 1998**

By: \_\_\_\_\_

Ralph G. Hagle, Trustee

Dated: \_\_\_\_\_

5-13-22

By: \_\_\_\_\_

Mary Hagle, Trustee

Dated: \_\_\_\_\_

5-13-22