

HISTORICAL PROPERTY AGREEMENT MILLS ACT CONTRACT

THIS AGREEMENT is made and entered into by and between **COUNTY OF VENTURA**, State of California, hereinafter called "**COUNTY**" and Limelight Investments, LLC, a Delaware Limited Liability Company hereinafter called "**OWNER**".

RECITALS

OWNER possesses and owns real property located within COUNTY and described in EXHIBIT A attached hereto and incorporated herein by this reference.

The real property is qualified historical property that is privately owned, not exempt from property taxation, and meets either of the following: (a) is listed in the National Register of Historic Places or located in a register of a historic district, as defined in Section 1.191-2(b) of Title 26 of the Code of Federal Regulations; or (b) is 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 defined and referred to as the "Historical Property".

Both COUNTY 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 COUNTY and OWNER desire to limit the use of the Historical Property to retain its characteristics as property of historical significance.

AGREEMENT

NOW, THEREFORE, both OWNER and COUNTY, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. **AGREEMENT SUBJECT TO CALIFORNIA GOVERNMENT CODE SECTIONS 50280-50290.** This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and ARTICLE 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and is subject to all of the provisions of those statutes.
2. **FURNISHING OF INFORMATION.** OWNER shall furnish COUNTY with any information which COUNTY shall require in order to enable COUNTY to determine the eligibility of the Historical Property to be classified as qualified historical property.

County of Ventura
Board of Supervisors
**Exhibit 1 – Proposed Mills Act
Contract**

3. **PRESERVATION 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 described in EXHIBIT B. Attached hereto, marked as EXHIBIT C, and incorporated herein by this reference, is a list of those 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.
 - B. OWNER shall, where necessary, restore and rehabilitate the Historical Property according to the rules and regulations of the Office of Historic Preservation and the Department of Parks and Recreation, the United States Secretary of the Interior's standards for rehabilitation, and the State Historical Building Code, and in accordance with the schedule of improvements attached hereto as EXHIBIT D and incorporated herein by this reference.
4. **INSPECTIONS.** OWNER agrees to permit periodic examinations of the interior and exterior of the Historical Property by the Cultural Heritage Board representative(s), the Assessor, the Department of Parks and Recreation, and the State Board of Equalization, as may be necessary to determine the OWNER's compliance with this Agreement.
5. **PAYMENT OF FEE.** As a condition of the Agreement, on the anniversary date of this Agreement, OWNER shall pay COUNTY an annual fee of \$115 to the Cultural Heritage Board for inspection of the Historical Property by Cultural Heritage Board representative(s).
6. **TERM.** The term of this Agreement shall be for a minimum period of ten (10) years, from January 1, 2013 to January 1, 2023.
7. **NOTIFICATION BY OWNER.** The OWNER or agent of the OWNER shall provide written notice of this Agreement to the Office of Historic Preservation within six (6) months of entering into the Agreement.
8. **AUTOMATIC RENEWAL.** On the anniversary date of this Agreement, one year shall be added automatically to the initial Term of the Agreement, unless Notice of Nonrenewal is given as provided in this Agreement.
9. **NOTICE OF NONRENEWAL.** If in any year either OWNER or COUNTY 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 the OWNER at least 90 days or by the COUNTY at least 60 days prior

to the renewal date, one year shall automatically be added to the Term of this Agreement. Upon receipt by OWNER of a Notice of Nonrenewal from COUNTY, OWNER may make a written protest. At any time prior to the renewal date, COUNTY may withdraw its Notice of Nonrenewal.

10. **EFFECT OF NOTICE OF NONRENEWAL.** If in any year either party serves Notice of Nonrenewal, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of this Agreement, as the case may be.
11. **CANCELLATION.** COUNTY may cancel this Agreement if COUNTY 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 a qualified historical property. COUNTY may cancel this agreement if it determines OWNER has failed to restore or rehabilitate the Historical Property in the manner specified in this Agreement.
12. **NOTICE OF CANCELLATION.** This Agreement cannot be canceled until after the COUNTY has given notice and has held a public hearing regarding the grounds of cancellation set forth in paragraph 11. Notice of the hearing shall be mailed to the last known address of OWNER of the Historical Property, and shall be published in accordance with Government Code Section 6061.
13. **CANCELLATION FEE.** If COUNTY cancels this Agreement in accordance with paragraph 11, above, OWNER shall pay a cancellation fee of twelve and one-half percent (12½%) of the current fair market value of the Historical Property at the time of cancellation. The current fair market value shall be determined by COUNTY Assessor without regard to any restriction on the Historical Property imposed pursuant to this Agreement. The cancellation fee shall be paid to COUNTY Auditor-Controller at such time and in such manner as COUNTY Auditor-Controller shall prescribe, and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the property is located in the same manner as the Auditor allocates the annual tax increment in that tax rate area in that Fiscal year.
14. **ALTERNATIVE ENFORCEMENT.** As an alternative to cancellation of this Agreement for breach of any condition, the COUNTY or a party to this Agreement, may bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance or injunction.
15. **NOTICES.** All notices required by or provided for in this Agreement shall be given in writing and may be mailed or delivered in person. If mailed, the address of OWNER shall be at the address shown on the last equalized County assessment role, and COUNTY's address shall be: Cultural Heritage Board L#1740, County of Ventura, County Government Center, 800 South Victoria

Avenue, Ventura, California 93009. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

16. **NO COMPENSATION.** OWNER shall not receive any payment from COUNTY in consideration of the obligations imposed under this Agreement, it being recognized and agreed that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to OWNER as a result of the effect upon the assessed value of the Historical Property on account of the restrictions on the use and preservation of the Historical Property.
17. **REMEDY IF AGREEMENT HELD NOT AN ENFORCEABLE RESTRICTION.** In the event it is finally determined that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the Term or any renewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historical Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to the Agreement.
18. **EMINENT DOMAIN PROCEEDINGS.** In the event that the Historical Property is acquired in whole or in part by eminent domain or other acquisition by any entity authorized to exercise the power of eminent domain, and the acquisition is determined by the COUNTY to frustrate the purpose of this Agreement, the Agreement shall be canceled and no fee shall be imposed under Government Code Section 50286. This Agreement shall be deemed null and void for all purposes of determining the value of the property so acquired.
19. **RECORDATION.** No later than twenty (20) days after the COUNTY enters into this Agreement, the Clerk of the Board of Supervisors of COUNTY shall record a copy of the Agreement (with properly notarized or attested signatures of the Agreement signatories) with the County Recorder. This Agreement must 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., would apply.
20. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon and shall inure to the benefit of all successors in interest of OWNER. A successor in interest shall have the same rights and obligations under this Agreement as the original OWNER who entered into this Agreement.

IN WITNESS WHEREOF, the parties to this contract have caused their names to be affixed hereto by the proper officers thereof. This Agreement is signed and executed this _____ day of _____, 2012 .

Chair, Board of Supervisors
County of Ventura

ATTEST:

MICHAEL POWERS,
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: _____
Deputy Clerk of the Board



James Tashjian, Manager
For: Limelight Investments, LLC

11/29/12

Date

Attachments:

Exhibit A: Legal Description of Property
Exhibit B: List of Significant Character Defining and Historic Features
Exhibit C: Mills Act Minimum Standards for Maintenance, Use, and Preservation
Exhibit D: Mills Act 10-Year Rehabilitation Plan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Nov 29, 2012
Date

before me, Michael Ohannesian, Notary Public
Here Insert Name and Title of the Officer

personally appeared James Tashjian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Historical Property Agreement Mills Act Contract

Document Date: Nov 29, 2012

Number of Pages: 5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: James Tashjian

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

Signer Is Representing:

Livelihood Investments, LLC

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name:

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Legal Description of Property

Parcel 1:

That portion of the west half of the northwest quarter of Section 20, Township 4 North, Range 18 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the official plat thereof, described as follows:

Beginning at a point in the Northerly line of Park Street, as shown on the Map of the Town of Piru, recorded in Book 5, Page 4 of Maps, in the Office of the County Recorder of said County, at the most easterly corner of the land described in Tract 2 in the deed to David Hotner recorded June 21, 1921 in Book 180, Page 415, of Deeds, thence along the boundary of said last mentioned land by the following two courses:

1st: North 23 degrees 34' 00" West 81.57 feet; thence,

2nd: South 88 degrees 10' 00" West to the intersection with the Southeasterly prolongation of the 8th course recited as "South 21 degrees 50', 17" East 323.20 feet" in the deed to Scott Newhall et ux., recorded August 22, 1980 as instrument No. 43654 in Book 3356 Page 8, of Official Records; thence along said prolongation.

3rd: North 21 degrees 59' 27" West to the Southeasterly terminus of said 8th course: thence along the Southerly, Easterly and Northerly boundary of the land described in said last mentioned deed by the following nine courses:

4th: North 88 degrees 29' 20" East 82.99 feet; thence,

5th: North 73 degrees 00' 23" East 31.64 feet; thence,

6th: North 73 degrees 00' 23" East 176.01 feet; thence,

7th: North 19 degrees 49' 48" West 132.04 feet; thence,

8th: North 40 degrees 56' 26" East 65.36 feet; thence,

9th: North 4 degrees 35' 35" West 117.40 feet; thence,

10th: North 57 degrees 36' 01" West 175.80 feet; thence,

11th: South 72 degrees 42' 29" West 178.99 feet; thence,

12th: South 37 degrees 18' 13" West 118.95 feet; thence,

Cook-Newhall Mansion Mills Act Contract
Property Description

13th: Northerly in a direct line to the Southeasterly corner of the land described in Parcel A in the deed to Warring Water Service, Inc., recorded August 22, 1968 as Instrument No. 43651 in Book 3355, Page 547, of Official Records; thence along the Easterly line of said last mentioned land.

14th: North 7 degrees 28' 48" East 205.85 feet to the Northerly boundary of the land described in the deed recorded in Book 101, Page 39, of deeds; thence along the boundary of said last mentioned land by the following five courses:

15th: South 82 degrees 13' 00" East 89.25 feet, more or less to the angle point; thence,

16th: South 29 degrees 52' 00" East 181 feet; thence,

17th: South 56 degrees 46' 00" East 289 feet; thence,

18th: South 75 degrees 31' 00" East 367 feet; thence,

19th: South 8 degrees 52' 00" East 44.90 feet to an angle point in the northerly line of said Park Street; thence along said Northerly line, by the following three courses:

20th: South 10 degrees 47' 00" West 125.00 feet; thence,

21st: South 60 degrees 46' 00" West 508.10 feet; thence,

22nd: South 38 degrees 46' 00" West 134.98 feet to the point of beginning.

Except therefrom all that portion of the West half of the Northwest Quarter of Section 20, Township 4 North, Range 18 West, San Bernardino Meridian, in the County of Ventura, State of California, according to the Official Plat thereof, described as follows:

Commencing at a point in the Northerly line of Park Street, as shown on the Map of Town of Piru, recorded in Book 5, Page 4 of maps, in the Office of the County Recorder of said County, at the most Easterly corner of the land described in Tract 2, in the deed to David Hotner, recorded June 21, 1921 in Book 180, Pages 415, of deeds; thence along said Northerly line of Park Street by the following two courses:

North 38 degrees 46' East 134.98 feet; thence,

North 60 degrees 46' East 127.29 feet to the true point of beginning; thence,

1st: North 22 degrees 53' 00" West 120.24 feet; thence,

2nd North 60 degrees 56' 00" east 181.88 feet; thence,

3rd: South 23 degrees 14' 54" East 120.16 feet to a point in said Northerly line of Park Street; thence along said Northerly line,

4th: South 60 degrees 46' West 182.65 feet to the true point of beginning.

Cook-Newhall Mansion Mills Act Contract
Property Description

Parcel 2:

That portion of the West half of the Northwest quarter of Section 20, Township 4 North, Range 18 West, San Bernardino Meridian, in the County of Ventura, State of California, and described as follows:

Beginning at the centerline of intersection of Olive Street and Park Street as shown on Map recorded in the Office of the County Recorder of said Ventura County in Book 29, Page 42 of Record of Survey; thence along the centerline of said Park Street North 38 degrees 46'00" East 146.82 feet; thence leaving said centerline of said Park Street North 23 degrees 47' 24" West 251.75 feet to the true point of beginning; thence,

1st: North 73 degrees 00' 23" East 176.01 feet; thence,

2nd: North 19 degrees 49' 48" West 132.04 feet; thence,

3rd: North 40 degrees 56' 26" East 65.36 feet; thence,

4th: North 4 degrees 35' 35" East 117.40 feet; thence,

5th: North 57 degrees 36' 01" West 175.80 feet; thence,

6th: South 72 degrees 42' 29" West 178.99 feet; thence,

7th: South 37 degrees 10' 13" West 118.95 feet; thence,

8th: South 21 degrees 59' 27" East 323.99 feet: thence,

9th: North 88 degrees 29' 38" East 82.99 feet: thence,

10th: North 73 degrees 00' 23" East 31.64 feet to the true point of beginning.

Said Land is also shown as Parcel 1 filed in Book 15, Page 2 of Parcel Maps.

Cook-Newhall Mansion Historical Landmark No. 4

List of Significant Character Defining and Historic Features

The existing three story single family dwelling built in 1983 is a nearly faithful reconstruction of the original David C. Cook Mansion built in the Queen Anne style at 829 Park Street in the unincorporated community of Piru. It is a total of 5,828 square feet (s.f.). The unfinished basement is 2,550 s.f. and the third floor attic is 2,139 s.f. There are currently six bedrooms, five of which have their own private full bath and one bedroom is adjacent to a full bath and there is a full bath in the basement. The property contains 9.03 (gross) acres.

Exterior:

Main House

- The asymmetrical southern elevation features a prominent three-story corner Sespe brownstone and pressed metal tower with a crenelated parapet.
- Conical two story roofed towers flank the northeast and southwest corners
- Slate roof shingles cover the prominent south gabled roof that intersects the main tall truncated hipped roof and other minor hips and gables
- Three monumental brick and Sespe brownstone chimneys adorn the east and west elevations and rear roof and two small cylindrical brick towers flank a west facing second-story window.
- A second-story hipped roof porch is at the front façade and enclosed with a 'C' shaped opening.
- Prominent upper level horseshoe arched windows with stained glass are on the front (south) and east elevations.
- There are pedimented windows at the second-story west and third-story south elevations.
- Double hung windows are abundant throughout the building.
- The prominent bay window at the formal dining room has stained glass arched transom windows and covered with an ornate pedimented roof.
- The asymmetrical wrap-around front porch is supported by circular columns with Corinthian capitals and Sespe brownstone bases.
- The outdoor loggia flanked with detailing from the original Cook conservancy including: circular shaped, latticed clad, colored glass transom windows, an intricately detailed wood frieze and supported by wood-carved columns.
- The entire building is covered with horizontal wood siding and second-story horizontal band of fish-scale wood shingles at the hipped roof porch.
- The foundation is Sespe brownstone.
- The Newhall's added the breakfast room and laundry room and enlarged the kitchen which created a different footprint from the original footprint.

List of Significant Character Defining and Historic Features

- The Newhall's added a second floor office at the rear and an open deck was built onto the office with a decorative wrought iron railing to match the front porch wrought iron railing with a seahorse motif.
- The Newhall's enlarged the third floor gabled dormer window and a segmented arched multi-paned window replaced what had been a small rectangular window.
- The Newhall's added metal cresting on top of the truncated roof. The corner conical shaped tower originally featured a simple wood finial which was replaced by the Newhall's with a Phoenix statute. The corner conical roof at the rear corner of the house originally appeared to have no finial. The Newhall's added a crenelated finial. The corner stone tower is copper.

Grounds

- Landscape alterations include the removal of citrus orchard, palm trees and shrubs in the front of the house and most of the eucalyptus behind the house. Some landscape features still remain from the Cook-era and include California peppers, olives, figs, pomegranate, silk oak, and palms. These features may be further identified in a historic landscape survey to be completed by a professional historian and arborist.
- The two tiered (original) fountain with Sespe brownstone and tile base (added after 1968 by the Newhall's) now stands in front of the house (south side).
- Victorian cast iron street lamps added during the Newhall period were moved to the new road by David Newhall-Hill in 2004.
- The original small circular outhouse was constructed in 1890 and moved to its present location by David Newhall-Hill in 2004
 - The conical roof is covered with slate shingles of various patterns and topped with a finial.
 - The entry door is made of wood and leaded glass
 - Two wood windows with gothic wood panes light the interior
 - The exterior walls have a brick foundation with vertical wood paneling and saw-tooth shaped wood shingles.
- Pool house of 274 s.f. built in 1970
- Garden Shed of 255 s.f. built in 1970
- Pump house built in 1982 converted to a garage in 2007

Interior:

The house's interior features spindle and spool wood detailing, wood wainscoting, twelve foot high ceilings flanked with elaborate plaster mouldings, and geometrically designed tile floors throughout. The only remaining interior element after the fire was the tile from the floors which was reused in the same patterns as the original house. The elaborate carved wood mantle fireplaces are replicated and located in almost every room as are leaded stained glass windows. The third floor attic hall is lit by a large stained glass skylight and the ceiling has carved wood corbels and moulding. The majority of the wood used throughout the house is California native redwood. Leaded stained glass windows are found throughout the house.

List of Significant Character Defining and Historic Features

The Newhall's converted one of the second floor bedrooms into a large master bathroom and added en-suite bathrooms to five of the six bedrooms. The Newhall's changed the original chair rail and batten design of the front hallway wainscot to solid wood paneling and added a variety of wood veneers to the walls and ceiling, as well as an elaborate plaster frieze in the parlor and plaster rosettes around the ceiling chandeliers. The Newhall's enlarged the parlor mantelpiece and made taller.

Floor plan

The floor plan is more formal and symmetrical than the typical irregular plans of the Queen Anne style. However, the asymmetrical front entry porch leading into the vestibule and then opening to the main entry hall with the grand staircase is indicative of the style. Flanking each side of the center main hall, the parlor is the largest room of the house while the slightly smaller dining room and library are the same size. The kitchen at the rear of the house was enlarged and a breakfast room added after the fire in 1981.

Upstairs, the front balcony opens off the hall. Each of the six bedrooms have a closet and fireplace for heating. Even though the Cook-Newhall Mansion did not originally have indoor plumbing, five bedrooms contain an en-suite bathroom and one of the original bedrooms became the master bathroom after the fire.

Entry hall and Stairs:

The paired front entry doors contain arched etched glazing with a mermaid design and a stained glass transom above the doors. Each door also has an elaborate raised wood panel with a center panel featuring a sea horse design.

The first floor has a large main entry hall and elaborately carved wooden platform staircase. The spindle and spool design was found in the overhead entries to the parlor library and as part of a carved wood oval feature adjacent to the staircase below the 12 foot ceilings. The walls in the hallway are covered with 1890s era patterned wallpaper. A carved wood oval featuring a spindle and spool design is adjacent to the staircase. The raised decorative frieze in the main hall incorporates both plant and animal motifs.

Parlor:

- The elaborate curved wood entry to room featuring the spindle and spool design.
- The floor to ceiling fireplace mantelpiece includes Ionic baluster column tops with Egyptian palms, a spindle work screened central tablet with a curvilinear arched top.
- Plaster rosette around the ceiling chandeliers
- Redwood wainscoting and full height paneling.
- Elaborate plaster crown moulding.

Library

- Identical to the Parlor, curved wood entry to room featuring the spindle and spool design.

List of Significant Character Defining and Historic Features

- Redwood paneled ceiling
- Built in redwood bookcase with spindle carved frieze above the entry to the dining room.
- Geometric patterned original tile floors.

Formal Dining Room

- Full height wood paneling on all walls and ceiling
- Marble fireplace with intricately carved wood mantle
- Built-in wet bar with marble top, wood paneled drawers and shelving.
- Large bay with double-hung windows and stained glass transom windows above

Mills Act Contract Minimum Standards for Maintenance, Use, and Preservation

U.S. Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, places and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, Features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size scale and proportion, and massing to protect the integrity of the property and its environment
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Property Maintenance

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

1. Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
2. Abandoned or discarded objects, equipment, or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outside but within property lines.

3. Stagnant water or open excavations.
4. Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
5. Peeling exterior paint or unremoved/uncovered graffiti.
6. Overgrown landscaping, exposed bald areas within yards or grounds and broken hardscape features which could cause injury.
7. Other substandard conditions as cited by the Cultural Heritage Board, the Planning Director, or the Cultural Heritage Board Staff.

Conditions

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

Proposed Mills Act Contract Ten Year Rehabilitation Plan

Piru Mansion (Cook-Newhall Mansion)-829 Park Street, Piru, Landmark No. 4

| Proposed Projects: | Total Est. Cost |
|--------------------|-----------------|
|--------------------|-----------------|

Year 1

Rehabilitation:

- | | |
|--|---------|
| 1. Install Automatic Irrigation System in immediate Mansion planters | \$8,000 |
|--|---------|

Restoration:

- | | |
|---|---------|
| 2. Restore wall covering under grand stairway | \$8,000 |
|---|---------|

Reconstruction:

- | | |
|--|----------|
| 1. Plant original landscape elements in immediate Mansion planters (2) | \$18,000 |
|--|----------|

Year 2

Rehabilitation:

- | | |
|--|---------|
| 1. Install drip irrigation system for Orange Grove | \$6,000 |
|--|---------|

Restoration:

- | | |
|---|---------|
| 1. Restore two windows under Third floor Front Gable & one Tower window | \$5,000 |
|---|---------|

Reconstruction:

- | | |
|---|---------|
| 1. Plant Orange Grove on Southwest property Phase I | \$7,500 |
|---|---------|

Refurbishing:

- | | |
|---|----------|
| 1. Re-grout exterior slate flooring (6) | \$15,000 |
|---|----------|

- | | |
|--|---------|
| 2. Annual Interior Maintenance & Repairs | \$6,000 |
|--|---------|

Paint touch-ups

Wood Polishing

Repairs to wood trim

Victorian tile polish

Window cleaning

Rug cleaning

Light bulb replacement

Faucets/Plumbing maintenance

Fireplace cleaning/maintenance

- | | |
|-------------------------|----------|
| 3. Exterior Maintenance | \$12,500 |
|-------------------------|----------|

Orange grove & landscape maintenance

Pool maintenance

Clean window sills

Maintain glass tile in decorative windows

Proposed Mills Act Contract Ten Year Rehabilitation Plan

Clean and maintain tile and hardscape

Clean and maintain railings

4. Minor Painting and Exterior Repairs \$7,500

Paint touch-ups

Repair/grout Slate Tiling

Repair weather damage

Year 3

Restoration:

1. Repair and reinstall original Lanterns and Light Post **\$3,000**

2. Install original gate at second entrance near parking lot **\$5,000**

Reconstruction:

1. Plant Orange Grove on Southwest property Phase II **\$7,500**

Refurbishing:

1. Annual Interior Maintenance & Repairs **\$6,000**

Paint touch-ups

Wood Polishing

Repairs to wood trim

Victorian tile polish

Window cleaning

Rug cleaning

Light bulb replacement

Faucets/Plumbing maintenance

Fireplace cleaning/maintenance

19th Century doorknob adjustments

2. Exterior Maintenance **\$16,000**

Orange grove & landscape maintenance

Pool maintenance

Clean window sills

Maintain glass tile in decorative windows

Clean and maintain tile and hardscape

Clean and maintain railings

3. Minor Painting and Exterior Repairs **\$7,500**

Paint touch-ups

Repair/grout Slate Tiling

Repair weather damage

Proposed Mills Act Contract Ten Year Rehabilitation Plan

Year 4

Refurbishing:

- | | |
|---|-----------------|
| 1. Annual Interior Maintenance & Repairs | \$6,000 |
| Paint touch-ups | |
| Wood Polishing | |
| Repairs to wood trim | |
| Victorian tile polish | |
| Window cleaning | |
| Rug cleaning | |
| Light bulb replacement | |
| Faucets/Plumbing maintenance | |
| Fireplace cleaning/maintenance | |
| 19th Century doorknob adjustments | |
| 2. Exterior Maintenance | \$16,000 |
| Orange grove & landscape maintenance | |
| Pool maintenance | |
| Clean window sills | |
| Maintain glass tile in decorative windows | |
| Clean and maintain tile and hardscape | |
| Clean and maintain railings | |
| 3. Minor Painting and Exterior Repairs | \$7,500 |
| Paint touch-ups | |
| Repair/grout Slate Tiling | |
| Repair weather damage | |

Year 5

Refurbishing:

- | | |
|--|-----------------|
| 1. Annual Interior Maintenance & Repairs | \$6,000 |
| Paint touch-ups | |
| Wood Polishing | |
| Repairs to wood trim | |
| Victorian tile polish | |
| Window cleaning | |
| Rug cleaning | |
| Light bulb replacement | |
| Faucets/Plumbing maintenance | |
| Fireplace cleaning/maintenance | |
| 19th Century doorknob adjustments | |
| 2. Exterior Maintenance | \$16,000 |
| Orange grove & landscape maintenance | |

Proposed Mills Act Contract Ten Year Rehabilitation Plan

Pool maintenance
Clean window sills
Maintain glass tile in decorative windows
Clean and maintain tile and hardscape
Clean and maintain railings

3. Minor Painting and Exterior Repairs **\$9,000**

Paint touch-ups
Repair/grout Slate Tiling
Repair weather damage
Patio repairs

Restoration:

Restore under sink cabinet tile and tub tile in bedroom **\$4,000**

Year 6

Refurbishing:

1. Annual Interior Maintenance & Repairs **\$6,000**

Paint touch-ups
Wood Polishing
Repairs to wood trim
Victorian tile polish
Window cleaning
Rug cleaning
Light bulb replacement
Faucets/Plumbing maintenance
Fireplace cleaning/maintenance
19th Century doorknob adjustments

2. Exterior Maintenance **\$16,000**

Orange grove & landscape maintenance
Pool maintenance
Clean window sills
Maintain glass tile in decorative windows
Clean and maintain tile and hardscape
Clean and maintain railings

3. Minor Painting and Exterior Repairs **\$7,500**

Paint touch-ups
Repair/grout Slate Tiling
Repair weather damage

Year 7

Rehabilitation:

Proposed Mills Act Contract Ten Year Rehabilitation Plan

| | |
|---|-----------------|
| 1. Install Automatic Irrigation System in Mansion grounds | \$10,000 |
| Reconstruction: | |
| 1. Restore historic trees on Mansion grounds (2) | \$15,000 |
| Refurbishing: | |
| 1. Annual Interior Maintenance & Repairs | \$6,000 |
| Paint touch-ups | |
| Wood Polishing | |
| Repairs to wood trim | |
| Victorian tile polish | |
| Window cleaning | |
| Rug cleaning | |
| Light bulb replacement | |
| Faucets/Plumbing maintenance | |
| Fireplace cleaning/maintenance | |
| 19th Century doorknob adjustments | |
| 2. Exterior Maintenance | \$16,000 |
| Orange grove & landscape maintenance | |
| Pool maintenance | |
| Clean window sills | |
| Maintain glass tile in decorative windows | |
| Clean and maintain tile and hardscape | |
| Clean and maintain railings | |
| 3. Minor Painting and Exterior Repairs | \$7,500 |
| Paint touch-ups | |
| Repair/grout Slate Tiling | |
| Repair weather damage | |

Year 8

Refurbishing:

| | |
|--|----------------|
| 1. Annual Interior Maintenance & Repairs | \$6,000 |
| Paint touch-ups | |
| Wood Polishing | |
| Repairs to wood trim | |
| Victorian tile polish | |
| Window cleaning | |
| Rug cleaning | |
| Light bulb replacement | |
| Faucets/Plumbing maintenance | |

Proposed Mills Act Contract Ten Year Rehabilitation Plan

| | |
|---|-----------------|
| Fireplace cleaning/maintenance | |
| 19th Century doorknob adjustments | |
| 2. Exterior Maintenance | \$18,000 |
| Orange grove & landscape maintenance | |
| Pool maintenance | |
| Clean window sills | |
| Maintain glass tile in decorative windows | |
| Clean and maintain tile and hardscape | |
| Clean and maintain railings | |
| 3. Minor Painting and Exterior Repairs | \$7,500 |
| Paint touch-ups | |
| Repair/grout Slate Tiling | |
| Repair weather damage | |

Year 9

Refurbishing:

| | |
|---|-----------------|
| 1. Annual Interior Maintenance & Repairs | \$6,000 |
| Paint touch-ups | |
| Wood Polishing | |
| Repairs to wood trim | |
| Victorian tile polish | |
| Window cleaning | |
| Rug cleaning | |
| Light bulb replacement | |
| Faucets/Plumbing maintenance | |
| Fireplace cleaning/maintenance | |
| 19th Century doorknob adjustments | |
| 2. Exterior Maintenance | \$18,000 |
| Orange grove & landscape maintenance | |
| Pool maintenance | |
| Clean window sills | |
| Maintain glass tile in decorative windows | |
| Clean and maintain tile and hardscape | |
| Clean and maintain railings | |
| 3. Minor Painting and Exterior Repairs | \$7,500 |
| Paint touch-ups | |
| Repair/grout Slate Tiling | |
| Repair weather damage | |

Proposed Mills Act Contract Ten Year Rehabilitation Plan

Year 10

Rehabilitation:

- | | |
|---------------------------------------|----------------|
| 1. General Irrigation System "tuneup" | \$5,000 |
|---------------------------------------|----------------|

Refurbishing:

- | | |
|--|----------------|
| 1. Annual Interior Maintenance & Repairs | \$6,000 |
|--|----------------|

Paint touch-ups

Wood Polishing

Repairs to wood trim

Victorian tile polish

Window cleaning

Rug cleaning

Light bulb replacement

Faucets/Plumbing maintenance

Fireplace cleaning/maintenance

19th Century doorknob adjustments

- | | |
|-------------------------|-----------------|
| 2. Exterior Maintenance | \$18,000 |
|-------------------------|-----------------|

Orange grove & landscape maintenance

Pool maintenance

Clean window sills

Maintain glass tile in decorative windows

Clean and maintain tile and hardscape

Clean and maintain railings

- | | |
|--|----------------|
| 3. Minor Painting and Exterior Repairs | \$7,500 |
|--|----------------|

Paint touch-ups

Repair/grout Slate Tiling

Repair weather damage

Landscape information and photos from Historic Resources Report and

Mansion paintings to be used as information sources on previous existing landscaping.

Note: Carlos García Contracting Services has been providing full-time maintenance

of the Mansion and grounds since the Mansion was rebuilt. Refurbishing costs are

based on his past records. Costs may increase in later years and the "Plan" modified.

Irrigation and landscape costs are based on preliminary discussion with a landscape contractor; final costs may need to be modified.