RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Santa Ana 20 Civic Center Plaza (M-30) Santa Ana, CA 92702 Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

#### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement ("Agreement") is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as "City"), and Frank A. Filipponio and Kristen L. Murcucci, Trustees of the Filipponio Marcucci Trust, established August 26, 2014, (hereinafter collectively referred to as "Owner"), owner of real property located at 935 West Twentieth Street, Santa Ana, California, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the "Mills Act") to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **935** West Twentieth Street, Santa Ana, CA, 92706 and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, and hereinafter referred to as the "Historic Property".
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

### 1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **August 18, 2021**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

# 2. Renewal.

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

# 3. Standards and Conditions for Historic Property.

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its characterdefining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

### 4. Furnishing of Information.

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

### 5. Cancellation.

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half  $(12 \frac{1}{2})$  percent by Government Code Section 50286) of the current fair market value of the property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

# 6. Enforcement of Agreement.

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

b. City does not waive any claim of default by the Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

# 7. Binding effect of Agreement.

a. Owner hereby subjects the Historic Property, located at **935 West Twentieth Street**, Assessor Parcel Number, **399-055-06**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall

MILLS ACT AGREEMENT 935 West Twentieth Street Santa Ana, CA 92706

pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

#### 8. No Compensation.

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized 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 Property on the account of the restrictions on the use and preservation of the Property.

#### 9. Notice.

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City:	City of Santa Ana 20 Civic Center Plaza (M-30) Santa Ana, CA 92702 Attn: Clerk of the Council
Owners:	Frank Filipponio and Kristen Marcucci 935 West Twentieth Street Santa Ana, CA 92706

#### **10.** General Provisions.

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property. c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

d. All of the agreements, rights, covenants, conditions, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns, and all persons acquiring any part or portion of the Historic Property, whether by operation of law on in any manner whatsoever.

e. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

f. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

### 11. Recordation.

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

### 12. Amendments.

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

### **13.** Effective Date

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

MILLS ACT AGREEMENT 935 West Twentieth Street Santa Ana, CA 92706

### ATTEST:

### CITY OF SANTA ANA

DAISY GOMEZ Clerk of the Council KRISTINE RIDGE City Manager

#### **OWNER**

Date:	By:
	FRANK FILIPPONIO
	Trustee of The Filipponio Marcucci Trust,
	Established August 26, 2014
Date:	By:
	KRISTEN MARCUCCI
	Trustee of The Filipponio Marcucci Trust,

#### **APPROVED AS TO FORM:**

#### **RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO City Attorney

John M. Funk By:

JOHN M. FUNK Assistant City Attorney

MINH THAI Executive Director Planning and Building Agency

Established August 26, 2014

#### **EXHIBIT A** LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 2 OF TRACT NO. 2949 IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 88, PAGE 40 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 399-055-06

# **EXECUTIVE SUMMARY**

Russell-Irving House 935 West Twentieth Street Santa Ana. CA 92706

NAME	Russell-Irving House REF. NO.						
ADDRESS	935 West Twentieth Street						
CITY	Santa Ana			ZIP	92706	ORANGE COUNTY	
YEAR BUILT	1956			LOCAL REGISTER CATEGORY: Contributive			
HISTORIC DISTRICT N/A				NEIGHBORHOOD West Floral Park			
CALIFORNIA REGISTER CRITERIA FOR EVALUATION C/3				CALIFORNIA REGISTER STATUS CODE			5S3
Location: Not for Publication X Unrestricted							

Exhibit B

Prehistoric Historic Both

ARCHITECTURAL STYLE: Minimal Traditional

During the Great Depression through the immediate postwar years, the Minimal Traditional home rose in popularity as the preferred style for middle-class housing in the United States. This basic house type fulfilled both aesthetic and social needs: in terms of aesthetics, the form represented a stripped-down version of the historic-eclectic styles popular in the 1920s, in particular the Tudor and English Revival styles. In social terms, the Minimal Traditional home satisfied requirements in square footage and plan by the Federal Housing Administration (FHA), which launched a campaign in this period to expand home ownership. The Minimal Traditional home served as the prototype used by the FHA in its efforts to codify and manufacture "a standard, low-cost, minimum house that the majority of American wage earners could afford" (Greg Hise, Magnetic Los Angeles, p. 57). Minimal Traditional homes are typically rectangular in plan and one-story in height, often with a front-gabled wing and prominent attached chimney. In contrast with the English and Tudor Revival styles the one-story version mimics, the Minimal Traditional home is capped with a low or intermediate pitch roof with a hipped or side gable. Sheathing materials include stucco, brick, or wood, often accompanied by stone veneer accents. Fenestration generally consists of multi-light casement, double-hung, and picture windows with wood frames. The eaves and rakes of the Minimal Traditional home are typically shallow (in a departure from the later Ranch House style, which they often resemble). Although they have little applied ornament, many Minimal Traditional homes often display decorative wood shutters and porch-roof supports.

#### SUMMARY/CONCLUSION:

The Russell-Irving House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example of the side-gabled roof variant of the Minimal Traditional style with Colonial Revival detailing in Santa Ana. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of West Floral Park and is a representative example of the side-gabled roof variant of Minimal Traditional architecture (Santa Ana Municipal Code, Section 30-2.2).

#### **EXPLANATION OF CODES:**

- <u>California Register Criteria for Evaluation</u>: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)
  - **3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
  - **5S3:** Appears to be individually eligible for local listing or designation through survey evaluation

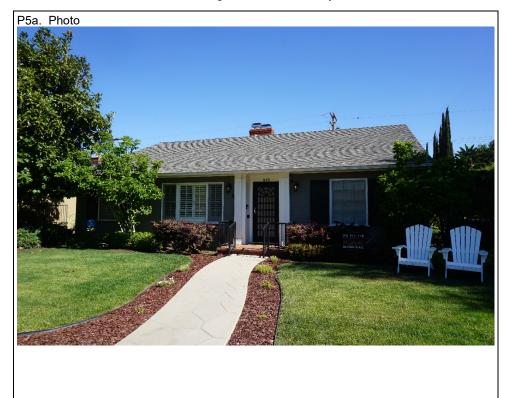
State of California — The Resources Agency	Primary #			
DEPARTMENT OF PARKS AND RECREATION	HRI #			
PRIMARY RECORD	Trinomial			
	NRHP Status Code			
Other Listings				
Review Code Review	eviewer Date			
Page 1_ of 3_         Resource name(s) or number (assigned by recorder)         Russell-Irving House				
P1. Other Identifier:				
*P2. Location: □Not for Publication ■Unrestricted	*a. County Orange County			
*b. USGS 7.5' Quad: TCA 1725	Date: March 3, 2015			
*c. Address 935 West Twentieth Street	City: Santa Ana Zip: 92706			
*e. Other Locational Data: Assessor's Parcel Number 399-055-06				

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

Located in West Floral Park, the Russell-Irving House is a one story single-family residence constructed in the side-gable variant of Minimal Traditional architectural style with Colonial Revival detailing. Simplicity and near symmetry identify the Colonial Revival inspiration for this single-family residence, which features a moderately-pitched, side-gabled roof with modest overhangs. The roof is clad in contemporary asphalt shingle roofing, and the exterior walls are clad in a combination of wood clapboard siding and smooth stucco. The façade (south elevation) consists of four bays, composed in an A-B-C-A pattern. The focal point of the design is the entry, slightly offset from center in the "C" bay, detailed with a Classical surround and containing a non-original wood door with built-in screen. The end ("A") bays feature single, multi-paned, double-hung windows framed with shutters, while the "B" bay features a multi-paned tripartite window composed of two casement windows flanking a fixed central window. Along the north, east, and west elevations, the building incorporates a series of single and tripartite, multi-paned, double-hung windows. An interior brick chimney rises above the roof ridgeline. A one-story, gable-roofed, detached garage is located in the rear of the property. Building permits document removal of the original shake roof. While the residence has been altered by the roofing material and front door replacement, the alterations do not to detract from the integrity of the residence. The property is landscaped with low vegetation and neatly trimmed hedges and features a walkway paved in flagstone leading to the front entry.

\*P3b. Resource Attributes: (list attributes and codes) HP2. Single-Family Residence

\*P4. Resources Present: Building Structure Object Site District Element of District Other



**P5b. Photo:** (view and date) South elevation, view north April 2021

**\*P6. Date Constructed/Age and Sources:** ■historic 1956/ City of Santa Ana Building Permits

**\*P7. Owner and Address:** Frank Filipponio and Kristen Marcucci 935 West Twentieth Street Santa Ana, CA 92706

**\*P8. Recorded by:** Pedro Gomez, City of Santa Ana 20 Civic Center Plaza M-20 Santa Ana, CA 92702

\***P9. Date Recorded:** July 1, 2021

**\*P10. Survey Type:** Intensive Survey Update

\*P11. Report Citation: (Cite survey report and other sources, or enter "none") None

\*Attachments: □None □Location

 Map
 □Sketch Map
 ■Continuation Sheet
 ■Building, Structure, and Object Record

 □Archaeological Record
 □District Record
 □Linear Feature Record
 □Milling Station Record
 □Rock Art Record

 □Artifact Record
 □Photograph Record
 □ Other (list)
 □
 □

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION					Primary # HRI#
					OBJECT RECORD
Page	2 of 3				*NRHP Status Code 5S3
				*Resource Na	me or #: Russell-Irving House
B2.	Historic Na Common I Original U	Name: Sa	me	-	<b>B4. Present Use:</b> Single-family Residence
	-	-	-	Traditional	
		-			erations, and date of alterations): June 1,1956. Constructed. \$17,000.
*B7. N	November	29, 1995. 016. Tear <b>■No</b>	Reroof, i off existi <b>DYes</b>	ng, resheath, ar DUnknown	bake and shingle comp. and apply new comp. \$4,470. nd install new comp. shingle. \$1,415. Date:Original location:
	Architect:				b. Builder: <i>Roy Russell</i>
	Period of s (Discuss imp	<b>Significan</b> portance in sell-Irving F	<b>ce:</b> 1956 terms of h <b>louse</b> is	Property istorical or archite architecturally	Area       Santa Ana         y Type:       Single-family Residence       Applicable Criteria:       C/3         ectural context as defined by theme, period, and geographic scope.       Also address integrity)         significant as a characteristic example of the side-gable variant of Minimal

(See Continuation Sheet 3 of 3.)

B11. Additional Resource Attributes: (List attributes and codes)

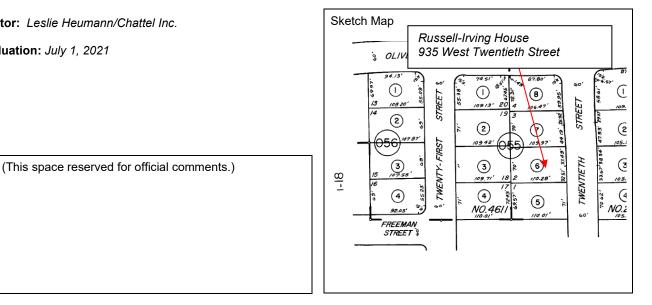
#### \*B12. References:

City of Santa Ana Building Permits Santa Ana History Room Collection, Santa Ana Public Library Sanborn Maps (See Continuation Sheet 3 of 3.)

B13. Remarks:

\*B14. Evaluator: Leslie Heumann/Chattel Inc.

\*Date of Evaluation: July 1, 2021



State of California — The Resources Agency	Primary #	
DEPARTMENT OF PARKS AND RECREATION	HRI #	
CONTINUATION SHEET	Trinomial	

Page <u>3</u> of <u>3</u> \*Recorded by Pedro Gomez Resource Name: Russell-Irving House

\*Date July 1, 2021 Continuation Update

#### \*B10. Significance (continued):

Since the second half of the twentieth century, the neighborhood in which the Russell-Irving House is located has been known as West Floral Park. Bounded by Santiago Creek on the north, West Seventeenth Street on the south, North Flower Street on the east and North Bristol Street on the west, this residential area largely developed after 1947. Prior to that time, the area was primarily agricultural, and other than Flower Street, which was improved with houses during the 1920s and 1930s, contained only a handful of residences on Baker and Bristol Streets, the City Water Works pumping plant at 2315 North Bristol Street, and the Animal Shelter and City/County Pound at 2321 North Bristol Street. Between 1947 and 1950, around two dozen homes were constructed on Baker, Olive, Towner, and Westwood Streets. Construction boomed throughout the neighborhood during the 1950s, with the California Ranch emerging as the favored residential style.

The Russell-Irving House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example of the side-gabled roof variant of the Minimal Traditional style with Colonial Revival detailing in Santa Ana. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of West Floral Park and is a representative example of the side-gabled roof variant of Minimal Traditional architecture (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Russell-Irving House include, but may not be limited to: materials and finishes (stucco and horizontal wood board lapped siding); side-gabled roof with modest overhang; four-bay façade; multi-paned, double-hung windows framed with shutters; and Classical main entry surround.

#### \*B12. References (continued):

Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000. Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002. Harris, Cyril M. <u>American Architecture: An Illustrated Encyclopedia</u>. New York, WW Norton, 1998.

Harris, Cyrin M. American Architecture: An inustrated Encyclopedia. New York, WW Norton, 198

Marsh, Diann. <u>Santa Ana, An Illustrated History</u>. Encinitas, Heritage Publishing, 1994.

McAlester, Virginia and Lee. <u>A Field Guide to American Houses</u>. New York: Alfred A. Knopf, 1984.

National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register

Newspapers.com (Santa Ana Register)

Branch, National Park Service, US Dept. of the Interior, 1991.

Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.

Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.

Santa Ana and Orange County Directories, 1950-1999.

# Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

- 1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
- 2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
- 3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- 4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- 5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
- 6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
- 7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- 8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
- 9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, an such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.