

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 State of California (hereinafter referred to as “City”), and **Wild Orchid Investments LLC, a California Limited Liability Company**, (hereinafter collectively referred to as “Owner”), owner of real property located at **313 N. Birch 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 **313 N. Birch Street, Santa Ana, CA, 92701** 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 **March 22, 2023**, 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 character-defining 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 ½) 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 **313 N. Birch Street**, Assessor Parcel Number, **398-591-10**, 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 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: Liennette Chung
313 N. Birch Street
Santa Ana, CA 92701

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 or 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}

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER


Date: _____

By: _____
Liennette Chung
Wild Orchid Investments LLC, a California
Limited Liability Company

APPROVED AS TO FORM:

SONIA CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL:

By: 
JOHN M. FUNK
Chief Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

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:

PARCEL 1:

COMMENCING ON THE EAST LINE OF BIRCH STREET AT A POINT 110 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 38 OF "THE BIRCH ADDITION TO SANTA ANA", AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGE 145 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE EAST, PARALLEL WITH FOURTH STREET IN SAID CITY, 115 FEET; THENCE SOUTH PARALLEL WITH BIRCH STREET, 65 FEET TO THE NORTH LINE OF LOT 50 OF "THE PARK ADDITION TO SANTA ANA", AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 30 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA; THENCE WEST 115 FEET TO THE EAST LINE OF BIRCH STREET; THENCE NORTH 65 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF LOT 40 OF "THE BIRCH ADDITION TO SANTA ANA", AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGE 145 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA AND SECTION 12, TOWNSHIP 3 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING 110 FEET NORTH AND 115 FEET EAST OF THE INTERSECTION OF THE NORTH LINE OF THIRD STREET WITH THE EAST LINE OF BIRCH STREET, BEING THE NORTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO SANTA ANA ARMORY HALL, RECORDED JULY 26, 1910 IN BOOK 172, PAGE 342 DEEDS; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF THE LANDS SO CONVEYED, 35 FEET; THENCE SOUTH 65 FEET TO THE NORTHEAST CORNER OF LOT 50 OF "THE PARK TRACT ADDITION OF SANTA ANA", AS SHOWN ON A MAP FILED IN BOOK 1, PAGE 30 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA; THENCE WEST, ALONG THE NORTH LINE OF LOT 50, A DISTANCE OF 35 FEET TO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO SAID SANTA ANA ARMORY HALL; THENCE NORTH 65 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 398-591-10

Exhibit B



NAME	Armory Hall/American Legion Hall			REF. NO. 128
ADDRESS	313 North Birch Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1911	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	Downtown Santa Ana	NEIGHBORHOOD	N/A	
NATIONAL REGISTER CRITERIA FOR EVALUATION	A, C	NATIONAL REGISTER STATUS CODE	1D	

Location: ☐ Not for Publication ☒ Unrestricted

USGS 7.5" Quad _____ Date: _____ T _____ R _____ ¼ of _____ ¼ of Sec _____ : _____ B.M.

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Mission/Spanish Colonial Revival

DESCRIPTION/BACKGROUND RELATED TO PERIOD ARCHITECTURE:

The Mission/Spanish Colonial Revival style, as its name implies, encompasses two major subcategories. The Mission Revival vocabulary, popular between 1890 and 1920, drew its inspiration from the missions of the Southwest. Identifying features include curved parapets (or *espadana*); red tiled roofs and coping; low-pitched roofs, often with overhanging eaves; porch roofs supported by large, square piers; arches; and wall surfaces commonly covered in smooth stucco. The Spanish Colonial Revival flourished between 1915 and 1940, reaching its apex during the 1920s and 1930s. The movement received widespread attention after the Panama-California Exposition in San Diego in 1915, where lavish interpretations of Spanish and Mexican prototypes were showcased. Easily recognizable hallmarks of the Spanish Colonial Revival are low-pitched roofs, usually with little or no overhangs and red tile roof coverings, flat roofs surrounded by tiled parapets, and stuccoed walls. The Spanish vocabulary also includes arches, asymmetry, balconies and patios, window grilles, and wood, wrought iron, tile, or stone decorative elements.

CONSTRUCTION HISTORY: (Construction data, alterations, and date of alterations)

September 26, 1983. Rebuild and seismic rehab
March 6, 1984. Tenant improvements

RELATED FEATURES: (Other important features such as barns, sheds, fences, prominent or unusual trees, or landscape)

None

DESCRIPTION: (Describe resource and its major elements. Include design, materials, condition, alterations, size, settings, and boundaries.)

The appearance of this two and three-story brick building dates to its post 1933 earthquake reconstruction and substantial rehabilitation in 1984. An example of the Spanish Colonial Revival style, the building is asymmetrical in its composition, with exposed red brick exterior walls. The focal point of the design is the entry, a two-story high archway located at the southwest corner of the building. The actual doorway is deeply recessed within the barrel-vaulted space. Set high up on the façade next to the opening, a single bulls eye window is the only other feature of this wing, which is crowned by a red tile shed roof. To the north, the flat roofed three-story wing features a row of arched windows beneath a projecting cornice over the first floor. Other notable details of this wing include a row of projecting bricks, which suggest a frieze below the roofline, and shallowly recessed panel containing the current name of the building, "Santa Ana Veterans Hall" on a blue tiled background. In good condition, the building has been modified from its 1934 appearance by the enclosure of some windows and the removal of its stucco facing.

Note: This property has a façade easement with Heritage Orange County.

HISTORIC HIGHLIGHTS:

The Armory Hall/American Legion Hall was built in stages, with the first construction taking place around 1910, a rear addition made in 1922, an entirely new façade created following the Long Beach Earthquake in 1934, and substantial rehabilitation occurring in 1983-84 (Thomas). It was constructed as the third home of Santa Ana's Company L Armory (the first was up the street at 400 West Fourth Street, the second at 214½ East Fourth Street), and was utilized for that purpose from 1910 until the mid-1950s. Founded as the Santa Ana National Guard Company F in 1890, the unit changed its name to Company L when it was called to active duty during the Spanish American War in 1898. The organization played an important dual role in the community, as a vehicle for military service and as a community institution that sponsored social and civic events. Members of Company L provided assistance in the aftermaths of both the 1906 San Francisco Earthquake and Fire and the 1933 Long Beach Earthquake, and went on to serve in World Wars I and II, the Korean War, and the Vietnam War. In World War II, the building was utilized as the West Coast Army Training Center and was used as a broadcasting station. The name of the unit was changed to Company A, 161st Armored Infantry Battalion in 1954 (Marsh).

RESOURCE ATTRIBUTES: (List attributes and codes from Appendix 4 of Instructions for Recording Historical Resources, Office of Historic Preservation.)

(HP13) Community Center/Social Hall
(HP34) Military Property

RESOURCES PRESENT:

☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☒ Element of District ☐ Other

MOVED? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

STATEMENT OF SIGNIFICANCE: (Discuss importance in terms of historical or architectural context as defined by theme, period, geographic scope, and integrity.)

Santa Ana was founded by William Spurgeon in 1869 as a speculative townsite on part of the Spanish land grant known as Rancho Santiago de Santa Ana. Early growth and development was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. By the end of the 1880s, Santa Ana's downtown business district was defined by five city blocks of brick commercial buildings on Fourth Street, with the heart of the city at the intersection of Fourth and Main Streets (Thomas, 8:1). The early 1900s witnessed the construction of many new business blocks or remodels along Fourth and the adjacent streets, and by the 1920s Santa Ana's downtown had expanded in all directions to include both commercial and civic development.

The Armory Hall/American Legion Hall was a significant focal point of the community's life. Company L was a source of patriotic pride to Santa Ana, and the role it played in war efforts as well as in peace time crises such as the cleanup following the 1933 Long Beach Earthquake has been chronicled in Charles Swanner's book, *The Story of Company L, Santa Ana's Own*. This property housed Company L for over 40 years, and was used for drills, as a place of assembly when the unit was called into active duty, and for sponsored activities such as dances and athletic events. The building also possesses architectural interest as an example of the Spanish Colonial Revival of the 1930s, and complements the two Spanish styled buildings around the corner at 309 and 315 West Third Street. Character-defining exterior features of the Armory Hall/American Legion Hall, which should be preserved, include but may not be limited to: brick construction; tile roofing; arched entry; arched and flat-headed window treatments on the façade; brickwork; round window, and architectural detailing such as the first floor cornice.

SUMMARY/CONCLUSION:

This building was listed in the National Register of Historic Places in 1984 as a contributor to the Downtown Historic District. Under the regulations implementing the California Register of Historical Resources, the building is also listed in the California Register. The property is included in the Santa Ana Register of Historical Property and has been categorized as "Landmark" because it "is on the national register," "is on the state register," "has historical/cultural significance to the City of Santa Ana," and "has a unique architectural significance" (Municipal Code, Section 30-2.2).

OWNER AND ADDRESS: _____

RECORDED BY: (Name, affiliation, and address)

Leslie J. Heumann

Science Applications International Corporation

35 S. Raymond Avenue, Suite 204, Pasadena, CA 91105

DATE RECORDED: July 30, 2001

SURVEY TYPE: (Intensive, reconnaissance, or other)

Intensive Survey Update

REPORT CITATION: (Cite survey report and other sources)

Les, Kathleen. "Santa Ana Historic Survey, Final Resources Inventory: Downtown." May 1980.

Thomas, Harold M. "Downtown Santa Ana Historic District" National Register nomination form, 1984.

REFERENCES: (List documents, date of publication, and page numbers. May also include oral interviews.)

Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.

Heritage Orange County and City of Santa Ana, *Downtown Walking Tour*, Santa Ana, 1986.

Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.

McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.

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

Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.

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

Swanner, Charles D. *The Story of Company L, Santa Ana's Own*. Claremont: Fraser Press, 1954.

EVALUATOR: Leslie J. Heumann

DATE OF EVALUATION: July 30, 2001

EXPLANATION OF CODES:

- National Register Criteria for Evaluation: (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - A:** that are associated with events that have made a significant contribution to the broad patterns of our history.
 - C:** that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- National Register Status Code: (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - 1D:** Contributor to a listed district.

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, and such design is compatible with

MILLS ACT AGREEMENT

313 N. Birch Street

Santa Ana, CA 92701

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.