RECORDING REQUESTED BY
AND, WHEN RECORDED,
MAIL TO:

City Clerk
City of Orange
300 E. Chapman Avenue
Orange, California, 92866

Exempt from recording fees pursuant to
Gov. Code Sections 6103 and 27383

Property Address: 826 E. Ferndale Avenue
APN: 374-222-14
Mills Act Contract Number: 436.0-23

HISTORIC PROPERTY PRESERVATION AGREEMENT (MILLS ACT CONTRACT)

THIS HISTORIC PROPERTY PRESERVATION AGREEMENT ("Agreement") is made and entered into as of the date of execution by the City ("Effective Date"), by and between the CITY OF ORANGE, a municipal corporation ("City"), and JOSHUA RICHARD DOWNS and ANN MARIE VANDERHELM, husband and wife, as community property with right of survivorship, ("Owner"), with reference to the following:

RECITALS

WHEREAS, the Mills Act (Government Code Section 50280 *et seq*.) provides cities with the opportunity to contract with owners of qualified historical properties whereby the owner promises to preserve and rehabilitate the property in return for a potential reduced property tax assessment; and

WHEREAS, the City of Orange has established Historic Districts consisting of the Plaza Historic District, listed in the National Register of Historic Places; the Old Towne Orange Historic District, listed in the National Register of Historic Places; the local Old Towne Orange Historic District, designated by the Orange City Council; and the local Eichler Fairhaven, Fairhills, and Fairmeadow Historic Districts, designated by the Orange City Council; and

WHEREAS the City desires to promote the character, quality of life, and historic features of said Districts for its residents and visitors; and

WHEREAS, the City is dedicated to the protection and stabilization of property values by maintaining and upgrading its older housing stock, through the use of incentives such as the Mills Act; and

WHEREAS, the Mills Act also has beneficial effects on City businesses, economic stability and community pride by preserving important neighborhood historic resources; and

WHEREAS, the use of the Mills Act will fulfill one of the goals of the City's 2010 General Plan Cultural Resources Element; specifically,

> "Provide incentives and expand education efforts for historic preservation" (Goal 3.0, CR-22); and

WHEREAS, Owner possesses fee simple title in and to that certain real property, together with associated structures and improvements thereon, located at 826 E. Ferndale Avenue in the City of Orange, County of Orange, State of California, having Assessor's Parcel Number 374-222-14 and more specifically described in Exhibit A, which exhibit is attached hereto and made a part hereof ("Historic Property); and

WHEREAS, the Historic Property is a qualified historical property under the Mills Act in that it is privately owned property which is not exempt from property taxation and is either: individually designated or is a contributing property within a designated district which is listed in the National Register of Historic Places, California Register of Historical Resources or Register of Historical Landmarks, California Points of Historical Interest, or is a contributing property in a locally designated historic district; and

WHEREAS, Owner, in consideration for abiding by the terms of this Agreement shall be entitled to a reassessment of valuation of the Historic Property and any corresponding reduction in property taxes pursuant to the provisions of the California Revenue and Taxation Code; and

WHEREAS, it is the City's expectation that the Owner will use the property tax savings accrued under this Agreement for improvements (as defined below). to the "Historic Property" To that end, as a condition of renewal, the City will require a revised schedule of improvements every ten years showing a plan for improvements commensurate with the tax savings; and

WHEREAS, the City and Owner for their mutual benefit, now desire to enter into this Agreement to limit the use of the Historic Property to prevent inappropriate alterations, to ensure that characteristics of historic significance are preserved and maintained in an exemplary manner, and to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1, Part 1, Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code.

AGREEMENT

NOW, THEREFORE, both Owner and City, 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. APPLICABLE LAWS. This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of those statutes. To the extent any of the provisions in this Agreement are inconsistent with the

aforementioned provisions of the Government and Revenue and Taxation Codes, they are superseded by those Code Sections.

2. ASSESSMENT OF VALUATION. Property tax relief afforded to Owner pursuant to Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code will be determined solely by the Orange County Office of the Assessor. City makes no representations regarding the actual tax savings any person may realize by entering into this Agreement.

3. PRESERVATION OF PROPERTY. Owner agrees to preserve and maintain the Historic Property and its character defining features. Character defining features include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roofline and other aspects of the appearance of the exterior of the Historic Property. For purposes of identification of the Historic Property, the City's Official Historic Property Inventory Form (DPR 523) is attached as Exhibit E.

   The *Secretary of the Interior's Standards for Rehabilitation* (Exhibit B) and City's minimum maintenance standards (Exhibit C), attached hereto and incorporated herein by reference, shall constitute the minimum standards and conditions for preservation and rehabilitation of the Historic Property, and shall apply to the Historic Property throughout the term of this Agreement. Owner shall, where necessary, rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the *Secretary of the Interior's Standards for Rehabilitation*, the California Historical Building Code, and the City of Orange's Historic Preservation Design Standards for Old Towne and Eichler Design Standards.

   As consideration for the City to enter into this Agreement, the Owner agrees, at its own cost and expense, to complete, or cause to be completed, the work or improvements described in Exhibit D within the times established therefore in Exhibit D. The Owner shall secure any and all permits which may be required by the City or any other governmental agency affected by the construction of the work or improvements. The Owner accepts responsibility for and shall be responsible for identification of and compliance with all applicable laws pertaining to the construction and installation of the work or improvements described on Exhibit D and the contract or contracts pertaining thereto. The Owner will neither seek to hold nor hold the City liable for, and will hold the City harmless with respect to, any consequences of any failure by the Owner to correctly determine the applicability of any such requirements to any contract he/she/they enter into.

   In addition to the foregoing, the Owner hereby agrees to and will comply with all applicable local, state, and federal statutes, regulations, rules, codes (including building codes), ordinances, and other requirements of governmental authorities now or hereafter in effect ("Applicable Laws") pertaining to the use of the Historic Property. Owner must give the City immediate written notice on Owner's becoming aware that the use or condition of the Historic Property is in violation of any Applicable Laws.

4. INSPECTIONS AND ANNUAL REPORTING. Owner agrees to permit the examination, by prior appointment, of the interior and exterior of the Historic Property by the City at a minimum

every five (5) years during the Agreement term to determine Owner's compliance with the terms and provisions of this Agreement. Owner agrees to provide the City with a report as to the status of the Historic Property annually within thirty (30) days following each anniversary of the Effective Date of this Agreement. The annual report shall provide substantiation reasonably satisfactory to the City's Historic Preservation Planner or in his/her absence the Director of Community Development that Owner has completed the work required by Exhibit D for the twelve month period preceding each anniversary of this Agreement, and whether the Historic Property has undergone any changed conditions, and whether Owner has received any public funds from other sources designated for the preservation or maintenance of the Historic Property and from whom such funds have been received.

5. PAYMENT OF ANNUAL FEE. The Owner shall pay the City an annual fee to cover administrative costs associated with this Agreement, including but not limited to, the reasonable cost of monitoring the Historic Property, performing required inspections, and enforcement of the Agreement. Said fee shall be payable to the City of Orange and shall be remitted to the Planning Division upon demand and prior to any required inspection. The amount of the annual inspection fee shall be established by the City and may be revised from time to time, which fee shall be set forth in the City's Master Schedule of Fees and Charges. Failure to pay the required fee within 45 days of the due date will be considered a willful breach of this Agreement and may result in cancellation of the Agreement in accordance with the cancellation terms detailed below.

6. TERM. The term of this Agreement is for a period of ten (10) years. The initial term of this Agreement shall be from November 14, 2023 to and including November 14, 2033.

7. AUTOMATIC RENEWAL. On each yearly anniversary of the Effective Date of this Agreement ("renewal date"), one year shall be added automatically to the initial term of this Agreement, unless notice of non-renewal is given as provided in this Agreement.

8. EFFECT OF OUTSIDE FUNDS. If Owner receives funds designated for the preservation or maintenance of the Historic Property from any other public agency, this Agreement shall not be renewed except upon the vote of the City Council.

9. NOTICE OF NONRENEWAL. If in any year either the Owner or City desires not to renew this Agreement, that party shall serve written notice of nonrenewal to the other party in advance of the annual renewal date. Unless the notice is served by Owner to City at least ninety (90) days, or by City to Owner at least sixty (60) days prior to the renewal date, one year shall automatically be added to the term of the Agreement. Within fifteen (15) days of receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. Upon receipt of such a protest the City Council shall set a hearing prior to the expiration of the renewal date of this Agreement or toll the renewal date until such hearing can reasonably held. Owner may furnish the City Council with any information which the Owner deems relevant, and shall furnish the City Council with any information it may require. At any time prior to the renewal date, City may withdraw its notice of nonrenewal.

10. EFFECT OF NOTICE NOT TO RENEW. If in any year either party serves written notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution date if not yet renewed, or the last renewal date of the Agreement, as the case may be.

11. UPDATE OF IMPROVEMENT SCHEDULE. At least ninety (90) days prior to the tenth (10th) anniversary of the Effective Date of this Agreement, and ninety (90) days prior to every tenth (10th) anniversary thereafter, Owner shall provide City with an updated schedule of rehabilitation maintenance items for the City's review and approval. Such updated schedule shall contain a list of proposed improvements and/or revisions to be accomplished during the next succeeding ten (10) years of the Agreement and a schedule for the construction of such improvements. Within thirty (30) days after the City's receipt of said updated schedule, the Director of Community Development shall either approve or disapprove such proposed improvements in the updated schedule, or shall respond in writing by stating what further information, if any, the City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Owner shall promptly furnish to the City such further information as may be reasonably requested.

    From time to time, at the request of the Director of Community Development (or his/her authorized representative), the Owner shall meet and confer with the City's Historic Preservation Planner or in his/her absence the Director of Community Development (or his/her designee) regarding matters arising hereunder with respect to the work and improvements and the progress in constructing the same.

12. DAMAGE. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owner shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owner shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owner shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owner may mutually agree to terminate this Agreement. Upon such termination, Owner shall not be obligated to pay the

cancellation fee set forth in Paragraph 15 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owner shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

13. INDEPENDENT ADVICE OF COUNSEL. The Owner, and each of them, represent and declare that, in executing this Agreement, he/she/they have relied solely upon his/her/their own judgment, belief and knowledge, and the advice and recommendations of his/her/their own independently selected counsel, concerning the nature, extent and duration of his/her/their rights and claims, and that he/she/they have not been influenced to any extent whatsoever in executing the same by the City or by any person representing the City.

14. ENFORCEMENT OF AGREEMENT. If the City determines the Owner has breached any of the conditions of the Agreement provided for or has allowed the property to deteriorate to the point it no longer meets the standards for a qualified historical property, the City shall either cancel the Agreement or bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance to cure, correct or remedy any breach of the terms of this Agreement, to recover damages for any breach, or to obtain any other remedy consistent with the purpose of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner specifying the alleged grounds for the default. Said notice shall be given by registered or certified mail addressed to the address stated in this Agreement. If such violation(s) is not corrected to the reasonable satisfaction of the City within thirty (30) days from the receipt of the notice of violation, or within such reasonable time as may be required to cure the breach or default, provided that acts to cure, correct or remedy such breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion, then City may, without further notice, institute legal action.

    Except as otherwise expressly stated in this Agreement, the rights and remedies of the City are cumulative, and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the Owner. Any failure or delay by the City in asserting any of its right and remedies as to a breach of any of the covenants, conditions or agreements set forth herein shall not operate as a waiver of such breach or of any such rights or remedies, or deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce such rights or remedies. A waiver by the City of a breach shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or agreements set forth in this Agreement.

15. CANCELLATION. In lieu of bringing an action to enforce the Agreement, City may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of this Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines Owner has failed to rehabilitate the Historic Property in the manner specified in this Agreement.

16. NOTICE OF CANCELLATION. This Agreement cannot be canceled until after City has given notice and has held a public hearing as required by Government Code Section 50285. Notice of the hearing shall be mailed to the last known address of each owner of property within 300 feet of the Historic Property and shall be published in accordance with Government Code Section 6061.

17. CANCELLATION FEE. If City cancels this Agreement in accordance with Section 15 above, Owner shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the Historic Property at the time of cancellation. The current fair market value shall be determined by the County Assessor as though the Historic Property were free of the restriction on the Historic Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at such time and in such manner as the County Auditor shall prescribe.

18. NO IMPLIED WAIVER. No failure by the City to insist on the strict performance of any obligation of the Owner under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

19. NOTICES. All notices required by or provided for in the Agreement shall be given in writing and may be mailed or delivered in person at the address of the respective parties as specified below or at any other address as may be later specified by the parties. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

City of Orange Attn.: City Clerk	Joshua Richard Downs and Ann Marie Vanderhelm
300 E. Chapman Avenue Orange, CA 92866	826 E. Ferndale Avenue Orange, CA 92865

20. NO COMPENSATION. Owner shall not receive any payment from the City in consideration of the obligations imposed under this Agreement. The Owner acknowledges and agrees 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 Historic Property on account of the restrictions on the use and preservation of the Historic Property.

21. REMEDY IF AGREEMENT HELD NOT ENFORCEABLE. In the event it is finally determined 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, then this Agreement shall be null and void and without further effect and the Historic 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 this Agreement.

22. ACQUISITION OF PROPERTY BY EMINENT DOMAIN; CANCELLATION OF CONTRACT; INAPPLICABILITY TO DETERMINATION OF VALUE. In the event that the Historic Property is acquired in whole or 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 City to frustrate the purpose of the Agreement, the Agreement shall be canceled and no fee shall be imposed under Section 16, above. The Agreement shall be deemed null and void for all purposes of determining the value of the Historic Property so acquired.

    If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency, the restrictions on the use of the Historic Property included in this Agreement shall, without further agreement of the parties, be reinstituted and the terms of this Agreement shall continue in full force and effect.

23. EFFECT OF AGREEMENT. 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 the parties hereto to be considered joint venturers or members of any joint enterprise.

24. SUCCESSORS AND ASSIGNS. The covenants, benefits, restrictions and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and shall inure to the benefit of all successors in interest of the Owner, regardless of the tax exempt status of any subsequent owner. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who entered into this Agreement.

25. REQUIREMENTS RELATED TO TRANSFER OF HISTORIC PROPERTY. In the event of any sale, transfer, assignment or conveyance of the Historic Property ("Transfer"), the Owner agrees that, at least thirty (30) days prior to such Transfer, it shall give written notice to the City of such proposed Transfer, including the name(s) of the transferee(s). In addition, the Owner and the proposed transferee(s) shall enter into and deliver to the City through the escrow for the Transfer of the Historic Property an assignment and assumption agreement in a form satisfactory to the City's Attorney or such other evidence as may be satisfactory to the City that the transferee(s) has (have) assumed the Owner's obligations set forth in this Agreement. Upon the Transfer of the Historic Property and the assumption of the obligations hereunder by the transferee(s), the Owner's liability for performance shall be terminated as to any obligation to be performed hereunder after the date of such Transfer.

26. INSURANCE. Owner shall secure adequate property insurance to meet Owner's' obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

27. INDEMNIFICATION. The Owner shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "Indemnitees") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the

Historic Property by the Owner, their Agents or Invitees; (c) the condition of the Historic Property; or (d) any construction or other work undertaken by Owner on the Historic Property. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by City or Indemnitees and the City's cost of investigating any claim. In addition to Owner's obligation to indemnify City or Indemnitees, Owner specifically acknowledges and agrees that they have an immediate and independent obligation to defend City or Indemnitees from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owner by City or Indemnitees, and continues at all times thereafter. The Owner's obligations under this Paragraph shall survive termination of this Agreement.

28. RECORDATION. City shall record a copy of this Agreement with the Office of the County Recorder of the County of Orange.

29. AMENDMENTS. This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, except that the Director of Community Development is authorized to amend the list of required projects in Exhibit D.

30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and re-attached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

31. ADMINISTRATION. This Agreement shall be administered by the Director of Community Development (or his/her designated representative) following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the Director of Community Development (or his/her authorized representative). The Director of Community Development shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement on behalf of the City so long as such actions do not change the uses permitted on the Historic Property or the purpose of this Agreement. Such amendments may include extensions of time or amendments to the projects specified in Exhibit D. All other waivers or amendments shall require the written approval and consent of the City Council.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the City and the Owner have executed this Agreement.

"OWNER"

Dated: _____, 2023

_____
Joshua Richard Downs

Dated: _____, 2023

_____
Ann Marie Vanderhelm

"CITY"

CITY OF ORANGE, a municipal corporation

Dated: _____, 2023

By: _____
Daniel R Slater
Mayor

ATTEST:

_____
Pamela Coleman
City Clerk

APPROVED AS TO FORM:

_____
Melissa Crosthwaite
Senior Assistant City Attorney

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____,
a Notary Public in and for the State of California, personally appeared _____
_____

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.

Signature _____ (Seal)

EXHIBIT "A"

<u>LEGAL DESCRIPTION OF HISTORIC PROPERTY</u>

REAL PROPERTY IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS:

Lot 82 of Tract No. 3978, as per map recorded in Book 140, Pages 17, 18, and 19 of Miscellaneous Maps, in the Office recorder of Said County.

[APN 374-222-14]

EXHIBIT "B"

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. Every reasonable effort shall be made to provide a compatible use for a property, which requires a 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, wherever 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 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 preserve archeological 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 the 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 were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

EXHIBIT "C"

CITY OF ORANGE HISTORIC PROPERTY MAINTENANCE STANDARDS

All buildings, structures, yards and other improvements shall be maintained in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:

1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows.

2. Publicly visible storage of scrap lumber, junk, trash or debris.

3. Publicly visible storage of abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers or similar items.

4. Stagnant water or excavations, including pools or spas.

5. Any device, decoration, design, structure or vegetation that is unsightly by reason of its height, condition, or its inappropriate location.

EXHIBIT "D"

REHABILITATION/MAINTENANCE SCOPE OF WORK

[Attached.]

EXHIBIT "D"

REHABILITATION/MAINTENANCE SCOPE OF WORK

826 E. Ferndale Avenue

Priority	Description of Work	Cost Estimate	Completion Date
1.	Limited replacement of deteriorated siding with in-kind Eichler siding as necessary (atrium and front elevation); prime, paint, and add insulation	$40,000	2024
2.	Remove old AC wall unit and replace siding	$2,000	2024
3.	Remove and replace exterior hose bibs; repair siding as necessary	$1,200	2024
4.	Repair plumbing and Radiant Heating in concrete slab	$3,000	2024
5.	Repair and restore original sliding doors and locks (4 sets of doors)	$5,000	2025
6.	Replace downspouts and leader heads, replace gutters	$5,000	2025
7.	Replace/repair fascia in-kind as necessary; prime and paint	$2,000	2026
8.	Repair the sliding door and original baseboards in kitchen and dining room	$2,000	2027
9.	Strip paint and restore original Eichler closet doors using methods approved by the Secretary of the Interior's Standards.	$3,500	2027
10.	Ongoing termite treatment and maintenance per termite report 2023	$2,500	2034
TOTAL		**$66,200**	

EXHIBIT "E"

HISTORIC PROPERTY INVENTORY FORM (DPR 523)

[Attached.]

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

Primary #
HRI #
Trinomial ORA
NRHP Status Code 3D
Other Listings:
Review Code: Reviewer: Date:

*Resource Name or #: (Assigned by Recorder) FERNDALE_E_826__APN_374-222-14

P1. Other Identifier: Fairmeadow Tract

*P2. Location: ☐ Not for Publication ☑ Unrestricted

*a. County: Orange and (P2b and P2c or P2d. Attach a location map as necessary.)

*b. USGS 7.5' Quad: Date: T ; R ; 1/4 of 1/4 of Sec ; B.M.

c. Address: 826 - E FERNDALE AVE ,# City: Orange Zip: 92865

d. UTM: (Give more than one for large and/or linear resources) Zone ' mE/ mN

e. Other Locational Data:

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boudnaries. Continues on Pg.3.)

Materials:

Model LJ-144R

*P3b. Resource Attributes: (List attributes and codes) (HP2)--Single family property

*P4. Resources Present: ☑ Building ☐ Structure ☐ Object ☐ Site ☐ Element of District ☐ District ☐ Other (Isolates, etc.)

P5b. Description of Photo: (View, date, accession #) 2005

*P6. Date Constructed/ Age and Source:

1964 c

☐ Historic ☐ Prehistoric ☐ Both

*P7. Owner and Address:

*P8. Recorded by: (Name, affiliation, and address)

Marissa Moshier, Historic Preservation Planner

City of Orange
300 E. Chapman Ave.
Orange, CA 92866

*P9. Date Recorded:

June 2015

*P10. Survey Type: (Describe)

Reconnaissance

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

Orange County Assessor Records (2005). Chattel Architecture (2005) Historic Resources Survey.

*Attachments: ☐ NONE ☐ Location Map ☑ Continuation Sheet(s) ☑ 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
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary #
HRI #
*NRHP Status Code 3D

*Resource Name or #: (Assigned by Recorder) FERNDALE_E_826__APN_374-222-14

B1. Historic Name: Unknown

B2. Common Name:

B3. Original Use: RES B4. Present Use: RES

*B5. Architectural Style: Mid-Century Modern

*B6. Construction History: (Construction date, atlerations, and date of alterations) Date of Construction: 1964 ☐ Historic ☐ Prehistoric ☐ Both

*B7. Moved? ☑ No ☐ Yes ☐ Unknown Date: Original Location:

*B8. Related Features:

*B9. Architect or Builder: Eichler Homes - A. Quincy Jones

*B10. Significance: Theme: Architecture Area: City of Orange Property Type: Residence

Period of Significance: Eichler Tract (c. 1959 - 1965) Applicable Criteria: C

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity. Continues on Pg.4.)

Structural Integrity: Excellent Condition - Low level of alteration as of 2005.

Site Integrity:

Opportunities

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

*B12. References:

Orange Daily News. Eichler Tract Brochures and miscellaneous Eichler materials from the Orange Public Library.

B13. Remarks: (Continues on Pg.3.)

Status change since 1991 Survey: Not previously surveyed.

(Sketch Map with North arrow required.)

*B14. Evaluator: Robert Chattel

*Date of Evaluation: September 2005

(This space reserved for official comments.)

*Required Information

***Resource Name or #:** (Assigned by Recorder) FERNDALE_E_826__APN_374-222-14

Recorded by:
Marissa Moshier, Historic Preservation Planner
City of Orange
300 E. Chapman Ave.
Orange, CA 92866

Date Recorded: June 2015

☑ Continuation ☐ Update

Years Surveyed: 2005, 2015

Description of Photo:

Listed in National Register:

General Plan: LDR **# of Buildings:** 1

Planning Zone: R-1-8 **# of Stories:** 1

Lot Acre: 0.2396 **# of Units:** 1

Principal Building Sqft: 2041

B6. Construction History (Continued from Pg.2):

B13. Remarks (Continued from Pg.2):

P3a. Description (Continued from Pg.1):

826
RIVIAN
9DEZ758