



CITY OF ANAHEIM MILLS ACT PROGRAM GUIDELINES



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Mills Act Program Overview

The Mills Act is a California State law enacted in 1972 to encourage historic preservation. It grants local governments the authority to enter into Contracts with owners of historic properties who agree to maintain and preserve their property in exchange for a reduction in local property taxes. Successful applicants for the Mills Act Program may realize property tax savings as high as 60%, based on a State formula.

The premise of the program is that the City recognizes the extra costs involved in maintaining historic properties and offers a financial incentive to encourage their purchase and appropriate rehabilitation. The program maintains the integrity of historic homes and increases the values of both the property and the surrounding neighborhood. Participation in the Mills Act Program is voluntary and there is no cost to apply. Each Contract is automatically passed on to subsequent owners and remains binding on the property.

Property owners should note that the Mills Act is not intended as a subsidy for those seeking to remodel their property or as a tool to assist with mortgage payments or other expenses. **The purpose of the program is for the funds saved in property taxes to be utilized for the exterior rehabilitation and maintenance of the property.** All work must conform to the Federal guidelines developed for the treatment of historic properties, known as the *Secretary of the Interior's Standards for Rehabilitation* (Appendix A).

A Mills Act Contract extends for an initial term of ten years; however, at the end of each year, the term is automatically extended by one year, thereby maintaining the ten-year term. If a property owner wishes to terminate the agreement, the Contract would conclude at the end of the current ten-year term. If the Contract is cancelled prior to the end of the ten-year period, the property owner is assessed a penalty fee (12.5% of the current fair market value of the property).

Properties eligible to participate in the Mills Act Program must be maintained, and, where necessary, restored and rehabilitated in accordance with the *Secretary of the Interior's Standards* and City Housing Code. The property shall be available for periodic exterior site visits by the City, County Assessor and/or State officials.

Eligible Properties

Properties eligible to apply for a Mills Act Contract are those listed in the National Register of Historic Places, the California Register of Historical Resources, and/or Anaheim's list of "Qualified Historic Structures." The last category includes properties that are documented to contribute to the significance of historic districts as well as individually significant properties, which are designated in Anaheim as "Historically Significant Structures."

Owners of properties that are not currently listed as a "Qualified Historic Structure" may apply to be added if they meet the criteria below:

PROPERTIES LOCATED WITHIN A HISTORIC DISTRICT

These properties may be considered for designation as a "Contributor" to the district, if the property:

- Was constructed within the period of significance documented for the district.
 - 1949 or earlier for most districts; 1941-1955 for the Hoskins District.
- Is associated with the significant historic themes identified for the district.
- Retains historic integrity from the period of significance.

PROPERTIES LOCATED OUTSIDE OF A HISTORIC DISTRICT

These properties may be considered for listing as a "Historically Significant Structure," if the property meets one or more of the following criteria:

- It strongly represents a significant event or broad patterns of local, regional, or national history.
- It is associated with the life of a significant person in local, regional, or national history.
- It is a very good example of a significant architectural style, property type, period, or method of construction; or it represents the work of an architect, designer, engineer, or builder who is locally, regionally, or nationally significant; or it is a significant visual feature of the City.

Any major alterations that significantly impact character-defining features in an irreversible manner will disqualify the property from the program. **It is the property owner's responsibility to show evidence that any major alterations were completed during the period of significance for the property.**

Properties in Anaheim that are granted Mills Act Contracts are considered the best examples of historic preservation in the City, and as such must have been properly rehabilitated prior to entering into the Contract. A property owner interested in participating should, therefore, consult with City staff early in the process in order to ensure that the rehabilitation they undertake will meet the Secretary of the Interior's Standards and these Program Guidelines.

Pre-Contract Standards

The City intends that Mills Act properties in Anaheim set the standard in their neighborhoods for historic integrity and a high level of maintenance. While some items may be planned for completion as a part of a 10-Year Maintenance Plan, there are some conditions that will prevent an otherwise qualified property from completing the process. City staff and consultants will use their judgment with regard to the extent of pre-Contract rehabilitation required.

In general, pre-Contract requirements are those that will return any lost historic integrity and character to an altered residence. Properties with a high level of historic integrity may require only minor remedial work to qualify.

Among the most common pre-Contract conditions to be remedied are:

- Any conditions that do not show the property in its best light or make the property look run-down, including unkempt or untidy landscaping will need to be corrected (refer to the Maintenance Standards on page 8 for more detailed information).
- Replacement of a non-historic finish on exterior walls, such as inappropriately rough stucco over an earlier stucco finish or aluminum or vinyl siding over wood siding.
- Removal of any non-historic porches or porte-cochères, porch features or cladding materials (such as tile or brick).
- Removal or replacement of incompatible fencing in front or visible side yards.
- Replacement of inappropriate metal or vinyl windows visible from the public right-of-way with windows that reproduce the historic details, including frame and casing. The new windows must be based on other intact examples on the house or, if all are missing, earlier photographic evidence or approved examples from houses of similar vintage and style.
- Replacement of inappropriate front doors, including frame and casing, with a design that matches the style of the property.
- Removal of window or wall air conditioning units that are visible from the public sidewalk or street.
- Removal of metal awnings that are not historic features of the residence.
- Removal of canvas awnings that obscure window sizes or shapes.

- Removal of security screen doors from the front door.
- Removal of “solar” screens that obscure the windows, or broken, excessively dirty or worn screens. Any replacement should be wood-frame screens (if appropriate to the era or style of the house) or metal-frame screens painted to match the trim. Eventual replacement with appropriate wood screens and hardware may be required in the 10-Year Maintenance Plan. An alternative would be to remove the screens entirely.
- Relocation of highly visible television aerials or dishes to an inconspicuous location (or removal if no longer in use).
- Removal of non-historic features added to front yards over time, including inappropriate plantings as determined based on location, size, or plant choice, as well as artificial turf or plants, planters or edging of incompatible style or material (for example, scalloped concrete edging).

Maintenance and Rehabilitation Plan

Items

A Mills Act Historic Property Agreement (Mills Act Contract) provides property tax reduction in exchange for the owner's agreement to rehabilitate and maintain a property's historic fabric and character. Existing conditions not in conformance with the Secretary of the Interior's Standards will be required to be removed and the original conditions restored as part of this Contract.

The previous section described items that would need to be completed prior to entering into a Contract. The items below provide guidance for work that may be included in a 10-Year Maintenance Plan. Only items on the exterior of the property or systems of the building (such as plumbing or electrical work) may be included in the Maintenance Plan. The Design Guidelines section of the *City of Anaheim Citywide Preservation Plan* is an additional resource on this topic. The Plan may be viewed on the City's website, at www.anaheim.net/historicpreservation.

WINDOWS AND DOORS

- The replacement of original windows is a common alteration that can greatly diminish the historic character of a residence. Any inappropriate windows must be replaced with period-appropriate windows (new or salvaged) that replicate the materials, size, shape, details, and other qualities of the original windows. Windows that are highly visible to the public right-of-way must be replaced prior to Contract approval; however windows that are less visible (such as those in the rear of the property, or facing an alley) may be eligible for inclusion in the 10-Year Maintenance Plan. Dual glazing is not allowable on new wood windows, as it is not historically appropriate.
- The replacement of any inappropriate window screens that are visible to the public right-of-way should be included in a Maintenance Plan.
- The front door is another significant element of the primary façade. When the original door is present, it should be restored or treated for its ongoing preservation.

ROOFS

- Historic roofing material should be preserved wherever possible. If replacement is necessary, new material should resemble the historic material as closely as possible. This includes composition, size, pattern, color, texture, etc. If wood shake replacement is required, homeowners should seek guidance from City staff.

- Minor repair of roof shingles, gutters, flashing maintenance, and investigating locations of leaks are also valid items to consider for a Maintenance Plan.

LANDSCAPE

Landscape design and maintenance have a significant impact on the appearance of a property. In addition to the Maintenance Standards that all properties must adhere to, the following are items that may be addressed in the Maintenance Plan.

- Historic landscape items may include, but are not limited to:
 - Front and side lawns
 - Driveways and ribbon strips
 - Front walkways (leading to front door or driveway)
 - Front or side porches or patios
 - Trees or shrubs of significant age or size
 - Planters
 - Light posts
- Historic landscape features should be preserved and maintained. Deteriorated surfaces should be repaired and replacement material should replicate the original as closely as possible.

EXTERIOR CLADDING

- The overall condition of historic cladding should be evaluated on a regular basis. When removing deteriorated boards or shingles, care should be taken to not damage adjacent materials. Installation of new cladding materials should replicate historic materials as closely as possible. Sandblasting should never be used to restore historic wood or brick elements.
- Historically appropriate paint colors should be chosen to complement character defining features of the structure. The Anaheim Heritage Center (located at 241 S. Anaheim Blvd.) has a variety of books available that can assist in selecting the best color scheme for a property.

FENCING AND GARDEN WALLS

- The installation of new fences and garden walls in the front yard is generally discouraged since they interfere with the connection between the neighborhood and the historic property. In cases where it is appropriate, the design should complement the property and the surrounding neighborhood. Materials and finishes used on new fencing should be compatible with the property.

GARAGES

- Historic garages and carriage houses are character-defining features of a property and should be preserved whenever possible.
- Replacement garage doors should be based on the style of the original doors or on similar period garage doors, with guidance from City staff. This includes design, material and configuration.

ITEMS THAT ARE NOT ELIGIBLE

- Items that are not eligible to be included in a 10-Year Maintenance Plans include (but are not limited to):
 - Additions
 - Any interior items, such as refinishing or replacement of flooring or remodeling of kitchens and bathrooms
 - Installation of a security system
 - A new swimming pool or other rear yard landscaping

Maintenance Standards for All Mills Act Properties

Mills Act properties are considered ambassadors for their neighborhoods. Therefore, in addition to the items listed on the Maintenance and Rehabilitation Plans, all Mills Act properties are required to be maintained in a superior manner. All current building and zoning codes will be enforced.

The following are examples of conditions that are not permissible:

- Dilapidated buildings or features such as fences, roofs, doors, walls and windows.
- Abandoned or discarded objects, equipment or materials such as automobiles, automobile parts, furniture, appliances, containers, lumber or similar items stored outdoors but within property lines.
- Stagnant water or open excavations.
- Any device, decoration or structure, which is unsightly by reason of its height, condition or location.
- Peeling exterior paint.
- Unremoved/uncovered graffiti.
- Overgrown or dead landscaping, exposed bald areas within yards or grounds, and broken walkways or driveways that could cause injury.
- Yards or porches cluttered with items that detract from the appearance of the property.
- Trash cans that are not stored out of view of the public right-of-way (per City Code).

Annual Inspections

All Mills Act properties are inspected annually. During this process, maintenance conditions, 10-Year Plan items, and compliance with the *Secretary of the Interior's Standards for Rehabilitation* are evaluated. Inspections are conducted from the sidewalk and evaluate everything that is visible from the public right-of-way.

Following the inspection, Mills Act property owners will receive a letter by mail, notifying them of the inspection results and explaining whether or not they are in compliance. If at any point during the term of the Contract the property is deemed noncompliant, the owner will be given a reasonable deadline to make the improvements, with an extension granted if the owner has shown good-faith efforts to make the improvements.

Frequently Asked Questions

Q: Is there a fee for the Mills Act Program in Anaheim?

A: There is no fee to apply for the Mills Act program. However, initial expenses may include the cost to restore elements of the property in order to qualify for the program. Also, if a Mills Act Contract is awarded, the property owner will be required to purchase and display a Mills Act plaque on their property.

Q: How are my property tax savings calculated if I am awarded a Mills Act Contract?

A: There are a number of factors that contribute to a property tax savings calculation. For an explanation of how your property tax will be calculated and an estimate of how much you may save under the Mills Act Program, you may call the Mills Act contact at the Orange County Assessor's Office at (714) 834-2959.

Q: When would I receive my property tax reduction?

A: Mills Act Contracts are awarded and recorded by the end of the calendar year. Tax savings are seen on the following year's tax bill. For example, if you are approved for the 2015 Mills Act Class your Contract would be recorded in December of 2015 and you would see your tax savings on your 2016/2017 tax bill.

Q: What if I ever want to cancel my Mills Act Contract?

A: Mills Act Contracts may be canceled by the owner at any time. The owner will need to submit a letter to City Historic Preservation staff, explaining their desire to end the Contract. The Mills Act Contract has a term of 10 years and automatically renews at the end of each year. Once the owner cancels their Contract, they will remain under Contract for the rest of the 10 year term. During that time, the owner will still be responsible for maintaining the historic integrity of their property, but their tax savings will gradually decrease.

Q: How is the program enforced?

A: All Mills Act Contracts are enforced through annual inspections, which evaluate everything visible from the public right-of-way. Mills Act property owners are notified of the inspection results by mail and told if they are in compliance or if there are outstanding issues that need to be resolved.

Q: What happens if a Mills Act property changes ownership?

A: Mills Act Contracts remain with the property. When a property with a Mills Act Contract is sold, the new owner will automatically assume the reduced tax rate and all the obligations of owning a Mills Act property. **It is important that sellers of Mills Act properties disclose the Mills Act requirements to the new property owners, as well as any unfinished maintenance items from their 10-Year Maintenance Plan, as the new owners will be required to comply with the same requirements of the program.**

Q: What happens if I do not fulfill my obligation under the Mills Act?

A: Historic Preservation staff strives to work with property owners to stay in compliance with their Mills Act Contracts and to get back into compliance if any items require attention. However, if a property continues to remain out of compliance after a series of attempts by staff to remedy the situation, State law allows the City to cancel the owner's Mills Act Contract and fine the owner 12.5% of the fair market value of the property.

Q: Am I guaranteed a Mills Act Contract if I complete all the items described to me at my initial consultation and listed on my consultation follow-up letter?

A: No. When a property owner applies for a Mills Act Contract, **a Contract is never guaranteed, even if they complete every item described to them throughout the application process.** A final decision is based on a final inspection and information gathered regarding the historic integrity of the property which may affect its eligibility.

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Appendices

- A. Secretary of the Interior's Standards for Rehabilitation
- B. Sample Historic Survey
- C. Sample Maintenance and Rehabilitation Plan
- D. Mills Act Application Timeline
- E. Sample Mills Act Contract

Appendix A:

Secretary of the Interior's Standards for Rehabilitation

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of the deterioration requires the replacement of a distinctive feature, the new features shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

More information is available at <http://www.nps.gov/tps/standards/rehabilitation.htm>

Appendix B: Sample Survey

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION PRIMARY RECORD		Primary # HRI # Trinomial NRHP Status Code	
Other Listings Review Code		Reviewer Jane K. Newell & ARG	
Page 1 of 2		Date Sept. 2014	

***Resource Name or #:** The Portillo House

P1. Other Identifier: 224 East Sycamore Street

***P2. Location:** ☐ Not for Publication ☒ Unrestricted
 and (P2b and P2c or P2d. Attach a Location Map as necessary.)

***a. County:** Orange

***b. USGS 7.5' Quad:** _____ **Date:** _____ **T** ; **R** ; **¼ of** _____ **¼ of Sec** ; M.D. **B.M.**

c. Address: 224 East Sycamore Street
City: Anaheim **Zip:** 92805

d. UTM: Zone: 10 ; _____ **mE/** _____ **mN (G.P.S.):** _____

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) Elevation: _____
 Lot 22 in Block C of the Heimann & George's Addition / APN #035-113-01

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

This one-story California Bungalow, located on a corner lot, is framed in wood and rectangular in plan. The low-pitched roof is clad in composition shingle and has open eaves. A gabled front porch is attached to the front of the house, off-set to the right, punctuated by three rock-clad columns connected by single wood rails. The two end piers hold square wood columns that support the porch. A straight concrete front walk leads to the concrete steps and porch. Fenestration throughout is single-light, double-hung, wood-frame windows. Dining room and living room windows are located on the front facade. A basement is accessed from the exterior at the rear of the residence. A detached two car garage, constructed in 1950 of similar materials and design, is located at the southwest corner of the property and accessed from Emily Street. The residence is in good condition and appears to retain a high level of exterior integrity.

***P3b. Resource Attributes:** (List attributes and codes) HP2 Single Family Residence

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



P5b. Description of Photo:
 (View, date, accession #)
 Front façade, view facing north
 May 8, 2014

***P6. Date Constructed/Age and Sources:** ☒ Historic
☐ Prehistoric ☐ Both
 1915 (f) Anaheim Property Tax Assessment Records

***P7. Owner and Address:** (and phone number)

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

***P9. Date Recorded:** May 2014

***P10. Survey Type:** (Describe) Intensive survey (Anaheim surveys for Qualified Historic Structure status)

***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): _____ ***Required information**
 DPR 523A (1/95)

Appendix B: Sample Survey

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI#
Trinomial

Page 2 of 2

*NRHP Status Code

*Resource Name or # **The Portillo House**

B1. Historic Name: The Portillo House

B2. Common Name: 224 East Sycamore Street

B3. Original Use: Single Family Residence

B4. Present Use: Single Family Residence

***B5. Architectural Style:** California Bungalow

***B6. Construction History:** (Construction date, alterations, and date of alterations)

Constructed in 1915; First tax on improvements in the 1916/1917 Anaheim Property Tax Assessment Records

***B7. Moved?** ☒No ☐Yes ☐Unknown **Date:**

Original Location:

***B8. Related Features:**

Detached 2-car garage, with access from Emily St., constructed 1950.

Patio cover between house and garage – construction date unknown [visible in 1980 aerial photos]

B9a. Architect: Unknown

b. Builder: Unknown

***B10. Significance: Theme:** Residential Architecture

Area: Anaheim Colony Historic District

Period of Significance: 1915

Property Type: Single Family Residence

Applicable Criteria:

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

The property contributes to the significance of the Anaheim Colony Historic District through its representation of the early 20th century residential streetscapes of the neighborhood due to its age, building type, and architectural style. The property retains its historic integrity.

224 E. Sycamore St. is part of Vineyard Lot C-3, originally planted with wine grapes by Anaheim colonist, Jacob Keller. On March 30, 1872, Keller sold the 20-acre lot to partners Heimann & George, who subdivided it into 116 residential and commercial parcels.

On April 21, 1904 George H. Zeigler sold unimproved Lots 22 and 23 in Block C of the Heimann & George's Addition to Edna and Sylvester Portillo. The couple first constructed a small house on Lot 23, at 308 (now 228) E. Sycamore St. By 1914, the couple had three children and needed a larger house. They began construction of a new house on Lot 22, completing it in 1915 (per the 1916/1917 Anaheim Property Tax Assessment Record), with the original address of 302 E. Sycamore St. Around 1920 the city renumbered addresses citywide, resulting in a new address of 224 E. Sycamore St. Sylvester Portillo, a third generation Californian (b. 1871 in San Diego), was associated with the citrus industry for over 30 years, working his way up from picker to foreman with the Placentia Mutual Orange Association [per his obituary published in the *Anaheim Bulletin*, 4/10/1940]. The Portillos raised their four children (John, Eva, Sylvester Jr. and Edward) and lived out their lives in this house. Edna (nee Quijada) Portillo, also a native Californian (b. 1882), died on October 1, 1936. Sylvester followed on April 9, 1940. Members of St. Boniface Catholic Church, they were buried in Holy Sepulcher Cemetery.

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

***B12. References:** Chain of Title; Anaheim Property Tax Assessment Records; Anaheim & Orange County directories; U.S. Census Records; Ancestry.com Family Trees; Obituaries published in the *Anaheim Bulletin*

B13. Remarks:



Appendix C: Sample Maintenance & Rehabilitation Plan



Mills Act Maintenance & Rehabilitation Plan

Property Address: 123 Historic Ave.

Please use this form to describe the maintenance and rehabilitation items that you plan to complete in the next ten years on your property. Be specific as possible with your descriptions and include exterior and systems (plumbing & electrical) items only. Interior items do not qualify. (See Appendix B in the *Mills Act Program Guidelines* for an example.)

Work Item: Replace roof on the entire house and garage.
Description of Work: The composite roof will be replaced with a new wood shake roof in an era appropriate design in order to replicate the original historic material (based on historic photographs from the 1930s).
Work Completion Year: 2016

Work Item: Install drought-tolerant plants in front yard.
Description of Work: Drought-tolerant plants will replace portions of the front yard where there is currently turf. Care will be taken to complement the character of the home. The original walkway will not be altered.
Work Completion Year: 2017

Work Item: Repair driveway.
Description of Work: The driveway concrete will be repaired where cracked. The replacement material will replicate the original concrete in color and texture as closely as possible.
Work Completion Year: 2017

Appendix C: Sample Maintenance & Rehabilitation Plan



Mills Act Maintenance & Rehabilitation Plan

Work Item: Repair deteriorated wood siding.
Description of Work: The wood siding on the north side of the property will be carefully sanded and restored, where needed. Where siding is beyond repair, new wood siding will be installed that replicates the historic material as closely as possible in texture, dimensions and appearance.
Work Completion Year: 2020

Work Item: Re-paint the entire house and garage.
Description of Work: The house, including all siding, trim, porch and garage, will be re-painted. The resources at the Heritage Center will be utilized to choose a color scheme that complements the character and distinct architectural features of the house.
Work Completion Year: 2021

Work Item: Evaluate condition of the roof.
Description of Work: The roof will be inspected, including the shingles and flashing. Any leaks will be investigated and repaired in a sensitive manner.
Work Completion Year: 2025

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Appendix D: Application Timeline

YEAR 1

JANUARY-JULY

1

- Initial Consultations are scheduled and conducted with property owners.
- Property owners schedule appointments with Jane Newell, Heritage Services Manager, at (714) 765-6453 or JNewell@anaheim.net begin completing a historic survey.
- **Surveys are due by July 31st but are encouraged to be completed as soon as possible.**

AUGUST

2

- **Complete Application packages are due by August 15th.**
- Follow-up inspections are conducted to determine final eligibility.

SEPTEMBER - OCTOBER

3

- Application review and final inspections are completed.
- Final Mills Act review is conducted by the Planning Director.
- Property owners are notified of Contract approval or denial.
- Owners approved for Contracts are invited to attend an informational meeting about Mills Act Contract guidelines.

NOVEMBER – DECEMBER

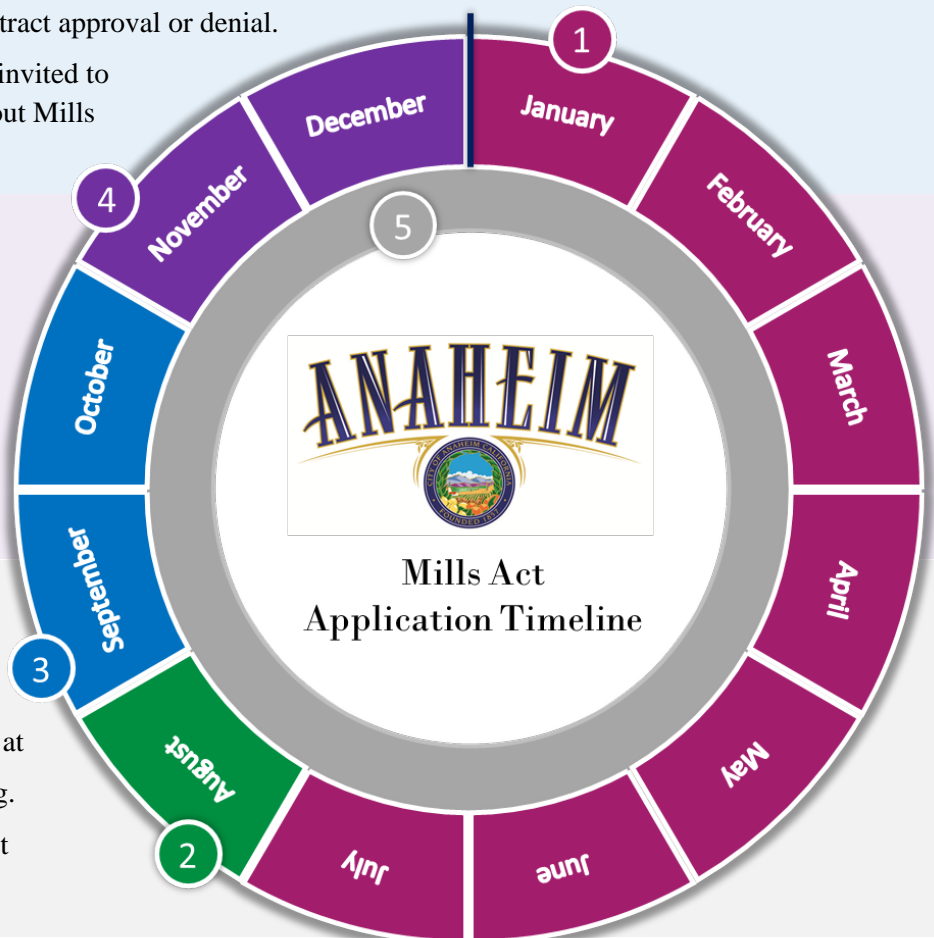
4

- Mills Act Contract meetings are conducted.
- Contracts are signed by eligible property owners and City officials.
- The City records the Contracts with the County of Orange.

YEAR 2

5

- Property owners purchase Mills Act plaques through the City.
- Plaques are presented to the owners at a City Council meeting in the Spring.
- Owners will see the adjusted amount on their property tax bill this year.



Appendix E: Sample Mills Act Contract

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

City of Anaheim)
Anaheim Planning Department)
200 South Anaheim Boulevard, First Floor)
Anaheim, California 92805)

Attention: Historic Preservation Planner)

APN:

[Space Above this Line for Recorder's Use Only]

Property Address:

Anaheim, CA

THIS DOCUMENT IS EXEMPT FROM A
RECORDING FEE PURSUANT TO
GOVERNMENT CODE SECTION 6103.

HISTORICAL PROPERTY PRESERVATION AGREEMENT **(Mills Act Contract)**

This **HISTORICAL PROPERTY PRESERVATION AGREEMENT** (this "Agreement"), dated for purposes of identification only as of Date of Agreement (the "Date of Agreement"), is entered into by and between the CITY OF ANAHEIM, a municipal corporation and charter city (the "City"), and Owner(s) Legal Name, Owner(s) Legal Status/Relationship (the "Owner").

RECITALS

- A. The City is authorized by California Government Code Section 50280 et seq. (the "Mills Act") to enter into contracts with the owners of "qualified historical property" (as such term is defined in Section 50280.1 of the Government Code) to restrict the use of such property in a manner which the City Council deems reasonable so that the qualified historical property retains its historical significance (each a "Mills Act Contract").
- B. The Owner owns that certain qualified historical property generally located at Property Street Address, Anaheim, California Zip Code and more particularly described in Exhibit A, which exhibit is attached hereto and incorporated herein by this reference (the "Historical Property").
- C. Qualified historical property, which is subject to a Mills Act Contract, qualifies for an assessment of value pursuant to Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.
- D. The City and the Owner (each, a "Party" and jointly, the "Parties") desire, for their mutual benefit, to enter into a Mills Act Contract for the Historical Property containing the terms and conditions set forth in this Agreement.

Appendix E: Sample Mills Act Contract

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Status of Parties.

1.1 City. The Owner acknowledges and agrees that the City is a municipal corporation and charter city. The City's Planning Director, or his/her authorized representative, (hereinafter defined as the "Director") shall represent the City in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by the City, the Director is authorized to act, unless this Agreement specifically provides otherwise or the context should otherwise require.

1.2 Owner. Owner represents and warrants that Owner possesses fee simple title to the Historical Property.

Section 2. Term.

2.1 Initial Term. This Agreement shall be effective initially for a term of ten (10) years (the "Term") commencing upon the "Effective Date" (as defined in Section 10.10), subject to renewal of the Term pursuant to Section 2.2 hereof and cancellation of the Agreement pursuant to Section 2.5 hereof.

2.2 Renewal of Term. On each anniversary of the Effective Date (each, a "Renewal Date"), one (1) year shall be added automatically to the Term unless a "Notice of Nonrenewal" has been served on either Party as provided in Section 2.3 hereof.

2.3 Notice of Nonrenewal. If either Party desires in any year not to renew this Agreement automatically as provided for in Section 2.1 hereof, such Party shall serve a written notice upon the other Party in advance of the Renewal Date (a "Notice of Nonrenewal"). Such Notice of Nonrenewal shall be effective if served (i) upon the City at least sixty (60) days prior to the Renewal Date or upon the Owner at least ninety (90) days prior to the Renewal Date. This Agreement shall remain in effect for the balance of the Initial Term, as extended by the last automatic renewal, upon timely receipt of a Notice of Nonrenewal which is not withdrawn.

2.4 Owner Protest of City Notice of Nonrenewal. Within fifteen (15) days of receipt of a Notice of Nonrenewal from the City, the Owner may make and file a written protest with respect to such nonrenewal. The City may, at any time prior to the Renewal Date, withdraw the Notice of Nonrenewal but is under no obligation to do so.

2.5 Cancellation. Following a duly noticed public hearing held in accordance with Section 50285 of the Government Code (as the same may be amended from time to time), the City may cancel this Agreement if the City finds:

- (A) Owner has breached any condition of this Agreement;

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- (B) Owner has permitted the Historical Property to deteriorate to the point where it no longer meets the standards for a qualified historical property; or
- (C) Owner has failed to restore or rehabilitate the Historical Property as specified in this Agreement.

In the event that this Agreement is canceled pursuant to this Section, the Owner shall pay a cancellation fee to the State Controller as provided in Government code Section 50286 (the “Cancellation Fee”).

2.6 Acquisition of Historical Property by Eminent Domain. In the event that the Historical Property is acquired in whole or in part by eminent domain and the City determines that such acquisition frustrates the purpose of this Agreement, this Agreement shall be canceled and the Cancellation Fee shall not be imposed, all in accordance with Government Code Section 50288.

Section 3. Covenants of Owner.

3.1 Covenant to Maintain Historical Integrity of the Historical Property. The Owner shall preserve, maintain and, whenever necessary, restore and rehabilitate the Historical Property and its “Character Defining Features” (as hereinafter defined) in accordance with (i) the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, (ii) the United States Secretary of the Interior’s Standards for Rehabilitation and (iii) the State Historical Building Code, as the same may be amended, restated or replaced from time to time (the “Preservation Standards”). “Character Defining Features” shall include, but not be limited to, the general architectural form, style, materials, design, scale, proportions, organization of windows, doors and other openings, details, mass, roof line, porch and all other aspects of the appearance of the exterior of the Historical Property.

3.2 Covenant to Notify Office of Historic Preservation of this Agreement. Within six (6) months of the Effective Date (as hereinafter defined in Section 10.10), the Owner shall provide written notice of the existence of this Agreement to the Office of Historic Preservation.

3.3 Covenants Regarding Notice of Exterior Alterations. The Owners shall notify the City in writing of any “Exterior Alterations” (as hereinafter defined) at least thirty (30) days prior to their execution. “Exterior Alterations” shall include, but not be limited to, demolition of any portion of the Historic Property, exterior door or window replacement, major landscaping projects and all other similar exterior alterations of the Historic Property, regardless of whether a building permit is required for such Exterior Alteration.

3.4 Covenants Regarding Maintenance. In addition to the requirements of Section 3.1, above, the Owner shall maintain the Historic Property and all improvements thereon, including lighting and signage, in good condition, free of debris, waste and graffiti, and in compliance with all applicable provisions of the City of Anaheim Municipal Code. Owner shall maintain the Historical Property and landscaping on or at the Historical Property in accordance with the “Maintenance Standards” (as hereinafter defined). Such Maintenance Standards shall

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apply to all buildings, signage, lighting, landscaping, irrigation of landscaping, architectural elements identifying the Historical Property and any and all other improvements on or at the Historical Property (collectively, the “Improvements”). To accomplish the maintenance, Owner shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Agreement.

Owner and its maintenance staff, contractors or subcontractors shall comply with the following standards (the “Maintenance Standards”):

- a. The Improvements shall be maintained in conformance and in compliance with the Preservation Standards, and reasonable commercial development maintenance standards for similar projects, including but not limited to painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curb-line. The Improvements shall be maintained in good condition and in accordance with the custom and practice generally applicable to comparable historic properties located in the City of Anaheim, California.
- b. Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.
- c. Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

The City agrees to notify Owner in writing if the condition of the Improvements does not meet with the Maintenance Standards and to specify the deficiencies and the actions required to be taken by the Owner to cure the deficiencies. Upon notification of any maintenance deficiency, Owner shall have thirty (30) days within which to correct, remedy or cure the deficiency. If the written notification states the problem is urgent relating to the public health and safety of the City, then the Owner shall have forty-eight (48) hours to rectify the problem. In the event Owner does not maintain the Improvements in the manner set forth herein and in accordance with the Maintenance Standards, the City shall have, in addition to any other rights and remedies hereunder, the right to maintain such Improvements, or to contract for the

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correction of such deficiencies, after written notice to the Owner, and the Owner shall be responsible for the payment of all such costs incurred by the City.

3.5 Covenants Regarding Nondiscrimination. The Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Historical Property, nor shall the Owner itself or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees of the Historical Property. The foregoing covenants shall run with the land.

The Owner shall refrain from restricting the rental, sale or lease of the Historical Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

- a. **In deeds:** “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.”
- b. **In leases:** “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

“That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sub-lessees, sub-tenants, or vendees in the premises herein leased.”

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- c. **In contracts:** “There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

Section 4. Damage, Destruction and Restoration of Historical Property.

4.1 Insured Loss; Duty to Restore. If the Historical Property is partially or totally damaged by fire or other casualty so as to become partially or totally un-tenantable, which damage is insured against under any policy of fire and extended coverage insurance then covering the damaged improvements (“Insured Loss”; all other losses are “Uninsured Losses”), this Agreement shall not terminate and the Historical Property shall be rebuilt by Owner with reasonable diligence in accordance with the Preservation Standards, at Owner’s expense but only to the extent that Owner receives insurance proceeds for such Insured Loss, unless Owner elects to terminate this Agreement as provided in Section 4.3.

4.2 Uninsured Loss. If at any time during the Term there is damage which is an Uninsured Loss which renders the Historical Property wholly or partially un-tenantable, Owner may, at Owner’s option, either (i) repair such damage in accordance with the Preservation Standards as soon as reasonably possible at Owner’s expense, in which event this Agreement shall continue in full force and effect, or (ii) give written notice to City within thirty (30) days after the date of the occurrence of such damage of Owner’s intention to cancel and terminate this Agreement as of the date of the occurrence of such damage, in which event this Agreement shall terminate as of the date of the occurrence of such damage.

4.3 Election to Terminate. If any Loss whether Insured or Uninsured is such that in reasonable contemplation it cannot be repaired within six (6) months from the date of its occurrence, then either Party shall have the right to terminate this Agreement on sixty (60) days’ notice to the other Party.

4.4 Termination Date. If this Agreement is terminated in accordance with the provisions of this Section, such termination shall become effective as of the first day after the first calendar month after the occurrence of the casualty causing the damage.

4.5 Proceeds of Insurance. All proceeds of all Insured Losses from policies of casualty insurance maintained by Owner shall be Owner’s sole and exclusive property.

Section 5. Inspections; Information. Upon reasonable prior notice, Owner hereby agrees to permit the City (or its authorized representative) to inspect the exterior of the Historical Property on or about the fifth anniversary of the Effective Date of this Agreement and every five (5) years thereafter during the Term hereof to determine the Owner’s compliance with the terms and provisions of this Agreement. In addition and upon reasonable prior notice, the Owner shall also

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(i) permit periodic examinations of the exterior of the Historical Property by representatives of the City, the Orange County Assessor, the California Department of Parks and Recreation and the State Board of Equalization, and (ii) furnish the City with such information reasonably requested by the City, as may be necessary to determine the Owner's compliance with this Agreement.

Section 6. Nature of Agreement. The City and the Owner hereby declare their specific intent that the covenants, reservations and restrictions set forth in this Agreement shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors and assigns in title or interest to the Historical Property. Every contract, deed or other instrument hereinafter executed, delivered and accepted shall be subject to the covenants, reservations and restrictions set forth in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

Section 7. Indemnities.

The Owner shall defend, indemnify, assume all responsibility for, and hold the City, its officers, employees and agents, harmless from, all claims, demands, damages, defense costs or liability of any kind or nature relating to any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by the direct or indirect use, operations or activities of the Owner which relate to the use, operation and maintenance of the Historic Property, whether such activities or performance thereof be by the Owner or by anyone directly or indirectly employed or contracted with by the Owner and whether such damage shall accrue or be discovered before or after termination of this Agreement.

Section 8. Defaults.

8.1 Events of Default of Owner. The failure of the Owner to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by the Owner, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by the Owner from the City shall constitute an "Event of Default" hereunder by the Owner; provided, however, that it shall not be deemed an Event by Default by the Owner if the Owner shall commence to cure such failure within such thirty (30) day period and thereafter diligently prosecute such cure to completion.

8.2 City's Remedies. If there occurs an Event of Default by the Owner, in addition to any other remedies available to the City at law or in equity, the City shall have the following options:

- (A) to cancel this Agreement as set forth in Sections 2.5 and 2.6;
- (B) to terminate this Agreement pursuant to Section 4.3; or
- (C) to specifically enforce, or enjoin the breach of, the terms and conditions of this Agreement.

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8.3 Events of Default of City. The failure by the City to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by the City, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by the City from the Owner shall constitute an “Event of Default” hereunder by the City; provided, however, that it shall not be deemed an Event by Default by the City if the City shall commence to cure such failure within such thirty (30) day period and thereafter diligently prosecute such cure to completion.

8.4 Owner’s Remedies. If there occurs an Event of Default by the City, in addition to any other remedies available to the Owner at law or in equity, the Owner shall have the option to terminate this Agreement and all rights of the City hereunder or to bring any action in court necessary to enforce, or enjoin the breach of, the terms and conditions of this Agreement.

8.5 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party 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 other Party.

8.6 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

8.7 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section 9. Notices. All notices hereunder must be in writing and, unless otherwise provided herein, shall be sent by registered or certified mail, postage prepaid, return receipt requested, overnight courier or telecopy and shall be deemed received upon the earlier of (i) if mailed, four (4) business days after the date of posting by the United States post office, (ii) if sent by overnight courier, upon receipt by the person to receive such notice, or (iii) if sent by telecopy, when sent. Any notice, request, demand, direction or other communication sent by telecopy must be confirmed within forty-eight (48) hours by letter mailed in accordance with the foregoing. Notices shall be addressed as follows (or to any other mailing address which the Party to be notified may designate to the other Party by such notice; should either Party have a change of address, the other Party shall immediately be notified as provided in this Section of such change):

If to City:

City Clerk
City of Anaheim
200 S. Anaheim Boulevard, 2nd Floor
Anaheim, California 92805
FAX No. (714) 765-4105

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With copies to:

Planning Director
City of Anaheim
200 S. Anaheim Boulevard, First Floor
Anaheim, California 92805
FAX No. (714) 765-5280

Theodore J. Reynolds, Assistant City Attorney
City of Anaheim
200 S. Anaheim Boulevard, 3rd Floor
Anaheim, California 92805
FAX No. (714) 765-5123

If to Owner:

Owner(s) Legal Name
Property Street Address
Anaheim, California Zip
Telephone No.

Section 10. Miscellaneous Provisions.

10.1 Attorneys' Fees. The Parties agree that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a default hereunder, the prevailing Party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

10.2 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that the Owner shall not, in any way, be considered to be an officer, agent or employee of the City.

10.4 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.5 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and no agreement, statement or promise made by either Party which is not contained herein, shall be valid or binding. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified or added except by an agreement in writing signed by each Party.

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10.6 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. The Owner shall, at the City's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.7 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

10.8 Non-Liability of Members, Officials and Employees of City. No member, official or employee of the City shall be personally liable to the Owner, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Owner or the Owner's successors, or on any obligation under the terms of this Agreement. The Owner hereby waives and releases any claim the Owner may have against the members, officers, employees or agents of the City with respect to any default or breach by the City or for any amount which may become due to the Owner or the Owner's successors, or any obligations under the terms of this Agreement. The Owner makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

10.9 Captions. The captions set forth herein are for convenience of reference only and shall not affect the interpretation of this Agreement or limit or amplify any of its terms or provisions.

10.10 Recordation of Agreement; Effective Date. No later than twenty (20) days after the date on which the City executes this Agreement, the City shall record this Agreement in the Official Records of Orange County, California. Such recordation shall be a condition precedent to the effectiveness of this Agreement and the date on which this Agreement is recorded shall be the “Effective Date.” Upon the termination or cancellation of this Agreement, City shall provide Owner with a recordable instrument acknowledging the termination or cancellation of this Agreement.

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(Remainder of page intentionally left blank; signatures on next page)

SAMPLE

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

“CITY”

CITY OF ANAHEIM,
a municipal corporation and charter city

Dated: _____

By: _____
Planning Director

ATTEST:

LINDA N. ANDAL, CITY CLERK

By: _____
Linda N. Andale
City Clerk

APPROVED AS TO FORM:

MICHAEL R.W. HOUSTON, CITY ATTORNEY

By: _____
Theodore J. Reynolds
Assistant City Attorney

(Signatures continued on next page)

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“OWNER”

Owner(s) Legal Name,
Owner(s) Legal Status/Relationship

Dated: _____

By: _____

(Print full name)

Dated: _____

By: _____

(Print full name)

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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.

[illegible]

On _____, before me, _____
[date] [here insert name and title of the officer]

personally appeared _____
[here insert name(s) of signer(s)]

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

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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 Orange)

On _____, before me, _____
[date] [here insert name and title of the officer]

personally appeared _____
[here insert name(s) of signer(s)]

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

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EXHIBIT “A”

LEGAL DESCRIPTION OF HISTORICAL PROPERTY

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

To be inserted