



CITY COUNCIL AGENDA REPORT



DEPARTMENT: Community Development

MEETING DATE: November 16, 2004

PREPARED BY: Ili Lobaco, Assistant Planner

AGENDA LOCATION: D-3

TITLE: Historic Landmark HL-77 and Mills Act Contract MA-72 for Property Located at 444 North Ivy Avenue by Owners Miguel & Camille L. Ortiz-Marroquin, Resolution No. 2004-70

BACKGROUND: The property owners of the house at 444 North Ivy Avenue have applied for Historic Landmark designation and execution of a Mills Act Contract. The attached Primary Record Form (DPR523A) has been reviewed and approved by the Historic Preservation Commission. The Commission held a public hearing on October 27, 2004 to review the request. After the public hearing, the Commission voted unanimously to recommend approval of Historic Landmark status and is forwarding a Nomination Statement to the City Council. Execution of a Mills Act Contract is also recommended.

The project is Categorically Exempt (Class 1) from the California Environmental Quality Act (CEQA).

DISCUSSION: This is a request for approval of Historic Landmark designation and execution of a Mills Act for the property at 444 North Ivy Avenue. The home was built in 1928 by Colonel Robert E. Frith. This two-story Mediterranean style home has four bedrooms and three baths. The exterior is stucco with Spanish tile roof. A sunburst design decorates the door opening.

Criteria and Guidelines

As specified by the Historic Preservation Ordinance, a property must meet at least one of the seven designation criteria. The Historic Preservation Commission determined that this property meets the following criteria:

- **Criteria Number 4** is met in that the home is a good example of Mediterranean architecture.

Mills Act Contract

The applicant is also requesting approval of a Mills Act Contract which will provide tax savings for the homeowners. The City will lose a small portion of the property tax collected on the property to assure its preservation and enhancement.

Conditions

The set Standards and Conditions will be applied to the Mills Act Contract including placing a historic plaque on the property and an electrical safety inspection within two years and a seismic retrofit within 10 years. The owners did not submit an additional maintenance list. The Commission concurred that the house was well restored from public view. They added a condition that the brick and block at the front of the house should be stuccoed to match the existing finish on the house. They also felt that the removal of some of the landscaping in the front yard would provide a better view from the street. The Commission, however, was very specific that this was an informal recommendation only and did not want to place it as a condition of approval. The progress of completion of the required conditions will be monitored through the bi-annual review.

Documents

Attached to the report are the documents needed to process the application through the Los Angeles County Recorder's Office and the County Tax Assessor's Office. They include a Designation Statement, City Council Resolution, Historic Landmark Designation Form, the Mills Act Contract, legal description, and Conditions.

FISCAL IMPACT: As a result of the approval of the Mills Act Contract, it is estimated that the City will lose approximately \$400 per year in property tax revenues. The County Tax Assessor will determine the exact amount after the contract is recorded and processed.

RECOMMENDATION: The Historic Preservation Commission is forwarding a Nomination Statement to the City Council recommending that the house at 444 North Ivy Avenue be designated as a Historic Landmark. Execution of a Mills Act Contract with the property owner subject to the attached conditions is also recommended.

COUNCIL ACTION REQUIRED: If the City Council concurs, following the public hearing, the appropriate actions are:

- 1 Find that the proposed Resolution No. 2004-70 designating Historic Landmark HL-77 and the Mills Act Contract MA-72 are Categorically Exempt from the California Environmental Quality Act.
- 2 A motion to approve Resolution No. 2004-70 designating the property at 444 North Ivy Avenue as Historic Landmark Number 77 and approve entering into a Mills Act Contract with the conditions of approval.

PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code

Reviewer

Date

Page 1 of 2 *Resource Name or # HL-77

P1 Other Identifier _____

*P2 Location Not for Publication Unrestricted

a County Los Angeles

c Address 444 North Ivy Avenue City Monrovia Zip 91016

e Other Locational Data APN # 8520-011-048

P3a Description (Describe resource and its major elements Include design, materials, condition, alterations size, setting, and boundaries)
2-story, 4 bedroom, 3 bath Mediterranean style stucco home with Spanish tile roof House surrounds patio on 3 sides with a fountain in patio French doors, arched front door, sunburst design decorates door opening, large arched window in front, middle of house Part pitched and part flat roof Most windows are wood, multi-paned No garage Prior owner converted garage to rumpus room Original wrought iron ornamentation remains on house and large gate on driveway There are maids quarters in the rear along with a pool that was added in the 1960's Butler's pantry is original

P3b Resource Attributes (List attributes and codes) HP2 Single family property

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

P5a

P5b Description of Photo (view, date)



P6 Date Constructed 1928

Source

P7 Owner and Address

Miguel and Camille Ortiz-Marroquin
444 North Ivy Avenue, Monrovia, CA
91016

P8 Recorded by

same

P9 Date Recorded 2004

P10 Survey Type _____

P11 Report Citation

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)

Page 2 of 2 *Resource Name or # HL-77

B1 Historic Name _____

B2 Common Name _____

B3 Original Use Single family residential

B4 Present Use Single family residential

B5 Architectural Style Mediterranean

B6 Construction History (Construction date alterations and date of alterations)
 Constructed in 1928
 1962- some electrical work
 1962 - addition of pool
 1988-1992 - chimney replacement due to earthquake damage
 No permits for garage conversion to rumpus room Appears to have been done in the 1950-60's

B7 Moved No **Date Moved** _____ **Original Location** _____

B8 Related Features
 Maid's quarters with bath in rear Pool added in 1960's Butler pantry original Various trees - 5 palm trees, 2 large eucalyptus

B9a Architect Harold B Dunn **b Builder** Joe Thompson

B10 Significance Theme Architecture **Area** _____

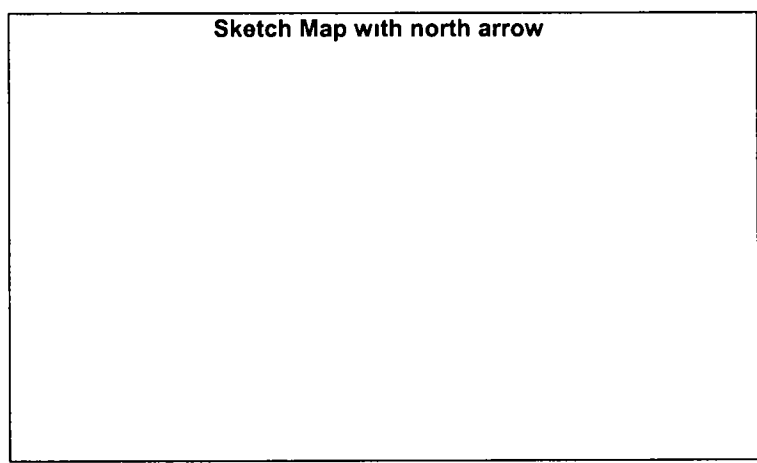
Period of Significance 1928 **Property Type** HP2 - Single Family Property
 Discuss importance in terms of historical or architectural context as well as integrity
 Architect and builder both designed and constructed several other notable homes in Monrovia
 Walt Disney and actor Fred Guinn visited the home in 1960's per daughter of previous owner Vern Johnston

B11 Additional Resource Attributes

B12 References
 Monrovia Public Library
 Daughter of Vern Johnston, who owned the home in the 1960's

B13 Remarks

B14 Evaluator/ Date



Recording Request By
City of Monrovia
Planning Division

WHEN RECORDED MAIL TO

NAME City of Monrovia
 City Clerk

MAILING 415 South Ivy Avenue
ADDRESS

CITY, STATE Monrovia, CA 91016
ZIP CODE

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Notice of Historic Designation
and
Designation Statement for

MILLS ACT CONTRACT

HL-77/MA-72

Name

444 North Ivy Avenue, Monrovia, CA 91016

Address

ATTACHMENTS

Exhibit A: Pursuant to Page 2, Recitals (ii), a legal description of the referenced property is attached hereto as Exhibit A

Exhibit B: Pursuant to California Public Resources Code Section 5029 and Monrovia Municipal Code Chapter 17 40, hereto is attached Exhibit B, a resolution passed and adopted by the Monrovia City Council on November 16, 2004 establishing the referenced property as a Monrovia Historic Landmark on behalf of the current owner(s)

Miguel & Camille L. Ortiz-Marroquin

Exhibit C: Pursuant to Page 3, (6) Preservation of Property, Standards and Conditions are attached hereto as Exhibit C, with the Secretary of the Interior's Standards for Historic Preservation as Attachment A

**CITY OF MONROVIA
MILLS ACT AGREEMENT
HISTORICAL PROPERTY PRESERVATION CONTRACT**

THIS AGREEMENT is made and entered into this 16th day of November 2004 by and between the CITY OF MONROVIA, a municipal corporation (hereinafter referred to as "City"), and Miguel & Camille Ortiz-Marroquin (hereinafter referred to as "Owners")

RECITALS

(i) California Government Code Section 50280, et seq authorizes cities to enter into contracts with the owners of qualified historical property to provide for the use, maintenance and restoration of such historical property so as to retain its characteristics as property of historical significance,

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at the street address 444 North Ivy Avenue, Monrovia, California, (hereinafter referred to as the "Historic Property") A legal description of the Historic Property is attached hereto, marked as Exhibit A and is incorporated herein by this reference,

(iii) On November 16, 2004, the City Council of the City of Monrovia adopted its Resolution No 2004-70 (attached and incorporated by reference as Exhibit "B") thereby declaring and designating the Historic Property as a landmark pursuant to the terms and provisions of Section 17 40 060 of the Monrovia Municipal Code

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows

1 **EFFECTIVE DATE AND TERM** This Agreement shall be effective and commence on ??, 2004 and shall remain in effect for a term of ten (10) years thereafter

2 **AUTOMATIC RENEWAL** Each year, upon the anniversary of the effective date of this Agreement (hereinafter referred to as annual renewal date), one (1) year shall be added automatically to the term of this Agreement, unless timely notice of non-renewal is given as provided in paragraph 3 of this Agreement

3 **NOTICE OF NONRENEWAL** If City or Owner desires in any year not to renew this Agreement, that party shall serve written notice of non-renewal in advance of the annual renewal date of this Agreement as follows Owner must serve written notice of non-renewal at least ninety (90) days prior to the annual renewal date, City must serve written notice of the non-renewal at least sixty (60) days prior to the annual renewal date Upon receipt by Owner of a notice of non-renewal from the City, Owner may make a written

protest At any time prior to the annual renewal date, City may withdraw its notice of non-renewal

4 EFFECT OF NOTICE OF NONRENEWAL If either City or Owner serves timely notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply

5 VALUATION OF PROPERTY During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code

6 PRESERVATION OF PROPERTY Owner shall preserve and maintain the characteristics of historical significance of the Historic Property Attached hereto marked as Exhibit C, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement In addition, Owner shall comply with the terms of the City's Historic Preservation Ordinance (Monrovia Municipal Code, Chapter 17 40), requiring owner to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the Historic Property to maintain its historic and cultural significance

7 RESTORATION OF PROPERTY Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United State Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and the City of Monrovia

8 INSPECTIONS Owner shall allow reasonable periodic examinations, by appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement

9 PROVISION OF INFORMATION Owner shall furnish the City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement

10 CANCELLATION City, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq , may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of the 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 restore or rehabilitate the Historic Property in the manner specified in paragraph 7 of this Agreement City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Historic Preservation Ordinance and Municipal Code

11 CANCELLATION FEE In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Sections 50280,

et seq, described herein Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12½ %) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement The Owner shall pay the cancellation fee to the county auditor in the time and manner prescribed by the County Auditor

12 ENFORCEMENT OF AGREEMENT In lieu of and/or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement

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

14 BINDING EFFECT OF AGREEMENT Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner

15 NOTICE Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows

City City of Monrovia
Department of Community Development
415 South Ivy Avenue
Monrovia, CA 91016

Owners Miguel & Camille Ortiz-Marroquin
444 North Ivy Avenue
Monrovia, CA 91016

16 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 them to be considered joint ventures or members of any joint enterprise

17 INDEMNITY OF CITY Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of his contractor, subcontractor, agent, employee or other person acting on his behalf which relate to the use, operation and maintenance of the Historic Property Owner hereby agrees to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Historic Property This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property

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

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

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

21 GOVERNING LAW This Agreement shall be construed and governed in accordance with the laws of the State of California

22 EMINENT DOMAIN PROCEDURES Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will prevent the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agrees to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to this Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect

23 RECORDATION No later than twenty (20) days after the parties execute this Agreement, the Agreement shall be recorded in the Office of the County Recorder of the County of Los Angeles

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

25 NOTICE TO OFFICE OF HISTORIC PRESERVATION The owner or owner's agent is required to provide written notice of this agreement to the State Office of Historic Preservation within six months of entering into the contract

IN WITNESS WHEREOF, City and Owner have executed this Agreement on the day and year first written above

CITY OF MONROVIA

BY

Rob Hammond, Mayor
City of Monrovia

ATTEST

APPROVED AS TO FORM

Linda B Proctor, MMC, City Clerk
City of Monrovia

Craig A Steele, City Attorney
City of Monrovia

OWNER

BY

Dated _____

Miguel Ortiz-Marroquin

Dated _____

Camille L Ortiz-Marroquin

Note City and Owner(s) signatures must be notarized by a Notary Public

Historic Landmark HL-77
Mills Act Contract MA-72

Address 444 North Ivy Avenue

APN # 8520-011-048

Legal Description Lot 7 and the Northerly 29 feet of Lot 6, said 29 feet being measured at right angles, to the northerly line of said Lot 6, Tract 7624, as per Map recorded in book 119 pages 44 & 45 of maps in Office of County Recorder of Said County

RESOLUTION NO. 2004-70

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONROVIA, CALIFORNIA, DESIGNATING 444 NORTH IVY
AVENUE AS HISTORIC LANDMARK NUMBER 77**

THE CITY COUNCIL OF THE CITY OF MONROVIA DOES hereby resolve as follows

WHEREAS, Pursuant to Chapter 17 40 of the Monrovia Municipal Code, the City Council is authorized to designate historic landmarks, and

WHEREAS, the Historic Preservation Commission has forwarded a Nomination Statement to the City Council seeking historic landmark status for 444 North Ivy Avenue ("the Property"), and found that it met the criteria for designation of an historic landmark, and

WHEREAS, the City Council hereby finds that the Property meets one of the designation criteria for an historic landmark

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROVIA, CALIFORNIA finds that the Property satisfies the following criteria for designation of an historic property

1 The home is a good example of Mediterranean architecture

PASSED, APPROVED AND ADOPTED this 16th day of November 2004 by the following vote

**AYES:
NOES:
ABSTAIN:
EXCUSED:**

BY

Rob Hammond, Mayor
City of Monrovia

ATTEST

APPROVED AS TO FORM

Linda B Proctor, MMC, City Clerk
City of Monrovia

Craig A Steele, City Attorney
City of Monrovia

EXHIBIT B

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §
CITY OF MONROVIA)

I, LINDA B PROCTOR, MMC, City Clerk of the City of Monrovia, California, do hereby certify that the foregoing Resolution No 2004-70 relating to the Historic Landmark Designation of the property at 444 North Ivy Avenue was duly adopted and passed at a regular meeting of the City Council on the 16th day of November 2004 by the following vote

AYES:
NOES:
ABSTAIN:
EXCUSED:

ATTEST

Linda B Proctor, MMC, City Clerk
City of Monrovia

STANDARDS AND CONDITIONS

444 North Ivy Avenue

Mills Act Contract 72

- 1 The Secretary of Interior's Standards for Historic Preservation shall be applied to the property with the exception that standard number 9 allow for additions, exterior alterations or related new construction to match the original house upon approval of a Certificate of Appropriateness (The Secretary of Interior's Standards will be attached)
- 2 The view corridor enabling the general public to see the house from the public right-of-way shall be maintained
- 3 The owner(s) shall place a Historic Preservation Commission approved designation plaque on the site within two (2) years of the City Council designation of the historic landmark
- 4 An electrical safety inspection shall be required within two years of the date of City Council approval by a licensed electrical contractor This condition shall be waived if the building records confirm the upgrading of the service or an electrical inspection within the last two (2) years A letter shall be submitted to the City verifying the inspection
- 5 If the house has not been seismically retrofitted, it shall be retrofitted within ten (10) years of the date of the City Council approval Seismic retrofit shall be at a minimum the bolting of the house to an approved foundation
- 6 Exterior improvements
 - (a) The house shall be maintained in good condition including exterior walls, windows, and roofing
 - (b) Brick and block masonry in front shall be plastered within 5 years Said plastering should compliment and contrast the existing stucco (i e match stucco trim around door)
 - (c) A Certificate of Appropriateness shall be required for all exterior alterations and/or additions to the house
- 7 The property owner(s) shall submit to the Planning Division for a progress report every two (2) years addressing the conditions of approval from the date of City Council approval

EXHIBIT C

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR HISTORIC PRESERVATION

The Secretary of the Interior is responsible for establishing standards for all national preservation programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed or eligible for listing in the National Register of Historic Places

The Standards for Rehabilitation, a section of the Secretary's Standards for Historic Preservation Projects, address the most prevalent preservation treatment today rehabilitation Rehabilitation is defined as the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural and cultural values

The Secretary of the Interior's Standards for Rehabilitation

The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67 Historic Preservation Certifications) They pertain to historic buildings of all materials construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction

The Standards are to be applied to specific rehabilitation projects in a reasonable manner taking into consideration economic and technical feasibility

- 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 historic significance in their own right shall be retained and preserved
- 5 Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved
- 6 Deteriorated historic features shall be repaired rather than replaced Where the severity of deterioration requires replacement of a distinctive feature, the new feature 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 archeological 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 such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired