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

Primary #
HRI #
Trinomial
NRHP Status Code
Other Listings
Review Code Reviewer Date

Page 1 of 3 **Resource Name or #:** (Assigned by recorder) *226 N. Claudina St., The Schneider House*

P1. Other Identifier: *The Horton House*

P2. Location: ☐ **Not for Publication** ☒ **Unrestricted** **a. County** *Orange*

and (P2b and P2c or P2d. Attach a Location Map as necessary.)

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

c. Address: *226 North Claudina Street* City *Anaheim* Zip *92805-3012*

d. UTM: (Give more than one for large and/linear resources) ; **mE/** **mN**

e. Other Locational Data (Enter Parcel #, legal description, directions to resource, elevation, etc., as appropriate)

Map Grid: 768 J5, Tract: Block: 5
Sunrise Tr Lot 7 Parcel No. *035 116 02*

P3. Description (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This is a large story and a half house reminiscent of the "Eastern Shingle" style from the early 1900s with Craftsman exterior detailing that was popular around 1910 in Anaheim. Built on a raised foundation, four steps up from the ground, the exterior is covered in wide wood clapboard siding. The roof line is a varied pitch, side gable, covered with sawed wood shingles. Four smaller and lower gables are located on the east and north elevations. Well maintained original style wooden rails surround a balcony overlooking the backyard on the east . A wide dormer with a tipple window is centered in the main section over the front door. The wraparound front porch is under the main roof which extends over the north end by an additional eight to ten feet creating an asymmetrical front elevation. The porch roof is supported by five square wood columns on top of the half wall, which is covered by clapboard siding matching the rest of the house. Tripartite windows flank the wood front door, which is natural finish as are the ten light double French style doors that open from the north enclosed portion of the porch. An outside stucco chimney ringed with brick extends through the roof on the front south side. The rafter tails are exposed and the wide overhangs are supported by diagonal brackets all in the Craftsman tradition. The base color of the house is dark brown with cream trim and dark green accents. This house appears well kept and in close to original condition.

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

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

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects)



P5b. Description of Photo: (View, date, accession #)
Front elevation, facing West

P6. Date Constructed/Age and Sources:
☐ Prehistoric ☒ Historic ☐ Both
1911

P7. Owner and Address
Sally Horton
226 N. Claudina St..
Anaheim, CA 92805

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

P9. Date Recorded: *4/12/99*

P10. Survey Type: (Describe)
Historic Survey 1996/97

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

Attachments
☐ NONE ☐ Continuation Sheet ☐ District Record ☐ Rock Art Record ☐ Other: (List)
☐ Location Map ☐ Building, Structure, and Object Record ☐ Linear Feature Record ☐ Artifact Record
☐ Sketch Map ☐ Archaeological Record ☐ Milling Station Record ☒ Photograph Record

NRHP Status Code

Resource Name or #: (Assigned by recorder) *226 N. Claudina St., The Schneider House*

B1. Historic Name: *The Schneider House*
B2. Common Name: *The Horton House*
B3. Original Use: *Residential* B4. Present Use: *Residential*
B5. Architectural Style: *Craftsman*
B6. Construction History: (Construction date, alterations, and date of alterations)
1910/1911

B7. Moved? ☒ No ☐ Yes ☐ Unknown Date : Original Location:
B8. Related Features: *Detached garage*

B9a. Architect: *unknown* b. Builder: *unknown*
B10. Significance: Theme: *Residential Architecture* Area: *Anaheim Colony*
Period of Significance: *1910s* **Property Type:** *Residential* **Applicable Criteria:**
(Discuss importance in terms of historical or architectural context as defined by theme, period and geographic scope. Also address integrity.)

This lot is part of plot D3, originally deeded to Conrad Kuschel and Ole Bergson on November 11, 1859. Records show that on February 8, 1864 it was deeded solely to Ole Bergson. A 1907 Sanborn Map of Anaheim shows the land as still vacant o structures. On the August 1911 Sanborn map the identical footprint to this house is identified at 226 N. Hermine Street. The City directories of 1911 and 1914/13 list this as the residence of Fred H. and Mrs. Alta Schneider. In 1915 the street name has been changed and the Schneiders are still in residence at 226 N. Claudina Street. Fred is listed as in business with his brother Edward W., proprietors of Schneider Brothers City Meat Market at 117 W. Center Street. In the 1919/20 directory the Schneiders stil reside in the house, but Fred's occupation is listed as rancher, while his brother still owns the meat market. In 1922 Schneider's Market is at 131 W. Center Street. In 1924 Fred still lives in the house and is proprietor of another market at 116 E. Center St. while his brother Ed lives on E. Adele St. and owns City Cash Market at 117 W. Center Street. It appears that Alta may have died between then and 1925, as the residents of the house are listed as, Fred plus Robert E. Wilson and his wife Elva. A weekly newspaper, "The Anaheim Booster," of which Robert Wilson was the publisher, also uses this address. In 1924 Mr. Wilson had been the business manager for "The Anaheim Bulletin". The weekly newspaper used this address until 1927 when it is found at 120 N. Los Angeles Street and the Wilsons had moved to 755 Sabina. That same year it appears Fred remarried as Martha K. is then listed as his wife and they both resided in the house, while Fred still operated the meat market at 116 E. Center. In 1928 they moved out into the country area, near LaPalma and Placentia Avenues. Another rancher, Robert Koontz and wife Leone owned and lived in the house for the next six years. The Schneider Bros continued to be listed as proprietors of the City Meat Market at 131 W Center St. In 1933 the house was purchased by Mrs. Estella Mackey who converted it to the Lighted Palm Inn. In 1941 her listing in the city directory was changed to furnished rooms. She continued to live there through the early 1950s. (continuation page)

B11. Additional Resource Attributes: (List attributes and codes) *HP2 - Single Family Property* *HP2 - Single Family Property*

B12. References:
Sanborn Maps, MetroScan
Anaheim Library History Room
City & County directories
City Tax Records

(Sketch Map with north arrow required.)

B13. Remarks:

B14. Evaluator: *Boyajian*
Date of Evaluation: *4/14/97*

(This space reserved for official comments.)

B10. Significance:

Residents in 1953 were Harold L. and wife Bernice H. Deneau and Mrs. Elizabeth M. Hargrove whose occupation was listed as insurance.. Harold was an accountant at Northrop. The A.E. Hargrove Co., insurance, tax service and bookkeeping was listed at this address for the next ten years. In 1955 through 1958 Mrs. Marilyn J. Schuler,a dancer at Knott's Berry Farm was also listed as a resident. In 1963 the house was the Deneau family residence and home to their bookkeeping service. From 1966 through 1967 it appears to have been vacant. The only thing listed at this address in 1968/69 is Harold's Trencher Rental. Two businesses are located there throughout the early 1970s: Harold's Trench & Backhoe Rental and Denco Backhoe, along with residences for both Harold and Dennis H. Deneau. After 1977 Dennis Deneau is the only resident listed. In 1980 the house once again appears to be vacant. Maria T. Rodriquez is the only resident in 1981/82. Again vacant until in 1988, the property may have been owned by Mrs. Mackey or her descendants, since the residents were never clearly identified as owners. The property was purchased in 1988 by Bob and Sally Horton who are listed as both owners and residents along with a business, Accents on Apparel. In 1995 this address becomes home to the Anaheim Historic Preservation Foundation along with the Hortons. During the early 1990s the Foundation was established and worked with the City Redevelopment Agencyto preserve and rehabilitate ten vintage houses in the Vineyard Project. All houses were either rehabed in place or moved to infill on streets near this house, thus preserving the stock of historic homes and neighborhoods. In 1999, the widowed Mrs. Horton is still the owner and lives in the house with her two children.

APPLICATION FOR
HISTORIC PROPERTY PRESERVATION AGREEMENT
(Mills Act Program – 2005)

I. OWNER INFORMATION

Applicant(s)/Owner(s)Name: DIRK J. AND KARIN L. SAUVEY
Property Address: 226 N. CLAUDINA ST., ANAHEIM, CA 92805
Mailing Address: SAME
Phone: (h) 714) 535-8125 (w) 714) 396-9127
(fax) (cell) 714) 396-9127
Contact Name (if different from owner):
Contact Phone: (fax)

II. HISTORIC PROPERTY INFORMATION

Address: 226 N. CLAUDINA ST. ANAHEIM, CA. 92805
Date of Construction: 1912 OK Historic Name: (if known):
Current Use (check one): ☑ Residential ☐ Commercial/Industrial ☐ Other
Proposed Use if different from above:
Is property listed on the City's list of Qualified Historic Structures? YES
If property were to be rented, indicate amount per month? $ 3,000.00 +

III. WORK COMPLETED (IMPROVEMENTS)

Please list those improvements already made to the structure that were done in Conformance with the U.S. Secretary of Interior Standards, and maintained to Code (attach separate sheet(s) if necessary).

NEW ROOF, HARDWOOD FLOORS (UPSTAIRS)

IV. PROPOSED STRUCTURE IMPROVEMENTS/MAINTENANCE

Please list the 10 specific improvements you intend to make over the next 10 years. List them in order of owner's priority for each year (attach separate sheet(s) if necessary).

Year:	Improvements
2005	1. NEW ROOF - (COMPLETED)
2006	2. LANDSCAPING - HISTORICAL
2007	3. HISTORICALLY ACCURATE WOOD SCREENS
2008	4. REPLACE WINDOW CORDS - ALL WINDOWS
2009	5. REPLACE "NEW" WINDOW GLASS W/ HISTORICAL
2010	6. REPAIR BALCONY - REPLACE RAILING, ETC.
2011	7. PAINT EXTERIOR - HISTORICALLY ACCURATE
2012	8. REBUILD STAIRCASE
2013	9. REPLACE FENCING
2014	10. RECAP ROOF

IV. SUBMITTALS: Please submit the items listed below for consideration of a historic property preservation agreement. Incomplete application submittals will not be accepted.

☐ **Completed application** (areas left blank constitute an incomplete application).

☐ **4 x 6 photos of <u>all</u> elevations** (N, S, E, W) **of all structures.**
Please label each photo with the property address and date taken.

☐ **Copy of the Grant Deed** (must reflect ownership of property).

<u>Note to Applicants</u>:

1. To be eligible, the exterior of the property must be in compliance with the U.S. Secretary of Interior's Standards, as borne out by an inspection of the exterior of the property.
2. The Orange County Assessor is responsible for reassessing property taxes based upon a recorded Preservation Agreement. The City is unable to guarantee that a certain tax savings will be realized by approval of a preservation agreement.

I am (We are) the owners of the property described above and hereby apply for City consideration of a historical property preservation agreement.

Owner Signature D Lawrey Date 10-01-05

Owner Signature Karin Lawrey Date 10-01-05

<u>Submit Application to:</u> Neighborhood Preservation
201 S. Anaheim Blvd., Suite 501
Anaheim, CA 92805

Questions?
Call Tom Kupfrian, Neighborhood Preservation Coordinator at (714) 765-4334.

<u>Checklist:</u> (to be completed by City Staff)

☑ Survey (Primary Record) ☑ Grant Deed
☑ Property/Site Photos ☑ Application Incomplete

Date Received 11/10/05 Accepted By P. Mueller

AGR-3854

HISTORICAL PROPERTY PRESERVATION AGREEMENT

(Mills Act Contract)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Anaheim
Community Development Department
201 South Anaheim Boulevard, 10th Floor
Anaheim, California 92805
Attention: Executive Director

This Document was electronically recorded by City of Anaheim

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

NO FEE
2005000999154 11:49am 12/14/05
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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 December 1, 2005 (the "Date of Agreement"), is entered into by and between the **City of Anaheim**, a municipal corporation and charter city, (the "City") and **Dirk J. and Karin L. Sauvey**, husband and wife, (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 (the "Historical Property") located on **Assessor's Parcel No. 255-072-01** at **226 North Claudina Street**, Anaheim, California, 92805 (the "Historical Property Site") which is held by the Owner as joint tenants.

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.

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.

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

Section 2. Term.

2.1 Initial Term. This Agreement shall be effective initially for a term of ten (10) years (the "Term") commencing upon December 31, 2005 (the "Commencement Date"), subject to renewal of the Term pursuant to Section 2.1 hereof and cancellation of the Agreement pursuant to Section 2.5 hereof.

2.2 Renewal of Term. On each anniversary of the Commencement 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;

(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. The Owner shall maintain the Historic Property Site 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 the Historical Property Site in accordance with the "Maintenance Standards"(as hereinafter defined). Such Maintenance Standards shall apply to all buildings, signage, lighting, landscaping, irrigation of landscaping, architectural elements identifying the Historical Property and any and all other improvements on the Historical Property Site (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 curbline. 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 do 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 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 Site, 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, subtenants, sublessees or vendees of the Historical Property Site. The foregoing covenants shall run with the land.

The Owner shall refrain from restricting the rental, sale or lease of the Historical Property Site 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 nonsegregation 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, subtenants, sublessees 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, sublessees, subtenants, or vendees in the premises herein leased."

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 untenantable, 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 untenantable, 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, the Owners shall (i) permit periodic examinations of the interior and 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 Site. 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 and the Historical Property Site, 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.

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.

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