

**MEMORANDUM OF AGREEMENT
AMONG THE U.S. GENERAL SERVICES ADMINISTRATION,
THE CALIFORNIA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE SALE AND TRANSFER OUT OF FEDERAL OWNERSHIP OF
THE CHET HOLIFIELD FEDERAL BUILDING
LAGUNA NIGUEL, CALIFORNIA**

WHEREAS, the United States General Services Administration (GSA) plans to transfer the Chet Holifield Federal Building (the Building), located at 24000 Avila Road, Laguna Niguel, California (the Property) out of federal ownership via public sale (Undertaking) pursuant to the Federal Assets Sale and Transfer Act of 2016 (FASTA) (Public Law 114-287, as amended) and based on the identification of the Property, by the Public Buildings Reform Board, as a “high-value asset” in accordance with FASTA; and

WHEREAS, the Property was determined exceptionally significant with concurrence from the California State Historic Preservation Office (SHPO) in December 2015, meeting Criterion Consideration G requirements under Criterion C, and eligible for listing in the National Register of Historic Places (NRHP) at the statewide level of significance for its rare, sloped ziggurat architectural style and association with master architect William L. Pereira; and

WHEREAS, in 2020, GSA defined the Undertaking’s area of potential effect (APE) as the legal boundaries of the Property (See Appendix 5); and

WHEREAS, FASTA mandates that GSA maximize proceeds from the sale of a “high-value asset” and requires completion of the sale timeline no later than one year from the acceptance of the Report of Excess; and

WHEREAS, in accordance with FASTA Section 12(b)(5), GSA’s Office of Portfolio Management prepared a Report of Excess that was accepted in December of 2022 by GSA’s Office of Real Property Disposition, initiating the sale of the Property as a “high value asset” under FASTA Section 12(b)(6); and

WHEREAS, GSA hosted and conducted the Community Design Charette of the Chet Holifield Federal Building that consisted of five public meetings between October 20 and December 2, 2021, and produced a comprehensive report, dated January 21, 2022, that examined numerous potential redevelopment and design concepts for the Property that were informed by and through community engagement; and

WHEREAS, GSA originally proposed the Undertaking as a transfer out of federal ownership via public sale with a preservation and conservation easement for the property that had been developed during the public consultation process conducted from April 2020 to September 2022, with the SHPO, the Advisory Council on Historic Preservation (ACHP), and participating consulting parties pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) (NHPA), to ensure the preservation of the Building and certain landscape features and to avoid an adverse effect determination for the Undertaking; and

WHEREAS, from November 2022 through April 12, 2023, GSA actively marketed the Property for sale and held a public auction with a preservation and conservation easement on the Building and certain landscape features as a condition of sale; and

WHEREAS, no bids were received by the close of the public auction, after which GSA determined that a subsequent sale would proceed without the preservation and conservation easement as a condition of sale to meet the aforementioned FASTA requirements; and

WHEREAS, the Undertaking was revised by GSA in May of 2023 and presently consists of the sale and transfer of the Property out of federal ownership via public sale without legally adequate and enforceable restrictions or conditions on the Building; and

WHEREAS, GSA has determined that the Undertaking, given sale and transfer without legally adequate and enforceable restrictions or conditions, constitutes an adverse effect on the Property, and has consulted with the SHPO, the ACHP, and participating consulting parties; and

WHEREAS, GSA has consulted with the Juaneño Band of Mission Indians, Acjachemen Nation-Belardes, for which the Property is located in proximity of a sacred site and has invited them to sign this Memorandum of Agreement (MOA) as an Invited Signatory; and

WHEREAS, GSA has also consulted with the National Trust for Historic Preservation, Preserve Orange County, the City of Laguna Niguel, and the Public Buildings Reform Board regarding the effects of the Undertaking on historic properties; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), GSA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, GSA, the SHPO, and the ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

GSA must ensure that the following measures are carried out:

I. MINIMIZATION

- A. Archeological Deed Restriction: GSA shall include archeological and Native American monitoring requirements as a deed covenant that shall run with the land. Archeological and Native American monitoring requirements are attached in Appendix 3.
- B. Marketing: GSA shall continue to ensure that all marketing materials for the Property contain information on the Building's status as a historic property and shall provide links to Federal and State historic preservation tax credit programs and the SHPO. Tax credit information to be included in the Invitation for Bid is attached in Appendix 1.
- C. NRHP Nomination Form: The Property is presently eligible for listing and requires nomination and listing in the NRHP in order to qualify for the Federal Historic Preservation Tax Incentives Program. GSA has completed a draft NRHP nomination form for the Property and shall offer it to the purchaser, as an incentive to encourage reinvestment in the Building and use of reinvestment tax credits.
- D. Purchaser Option: Given that the Undertaking does not preclude reinvestment in the Building, and because preservation through adaptive reuse has the potential to positively impact the local community, the purchaser may voluntarily elect to pursue one of the following preservation options as a condition of the sale. If the purchaser completes either option 1 or 2 below, then the monetary requirement in Stipulation II.A. will be affected as described here:
 - 1. Execute a Preservation and Conservation Easement (sample language for an easement that was produced in consultation for the Undertaking is provided in Appendix 4) with a qualified easement holding entity within eighteen (18) months of deed transfer. The easement should include the same preservation area and listed character defining features as the easement in Appendix 4. In the event of a recorded easement meeting the ACHP Guidance for Real Property Restrictions and ensuring the long-term preservation of the Property is recorded prior to expiration of the 18-month period and the recorded covenant is provided to GSA, the requirement for Stipulation II.A (Mitigation Fund) is waived, and except where the easement is recorded prior to the close of sale and deed transfer (Stipulation II.A.1. below), GSA will authorize the return to the purchaser of the Mitigation Fund deposit and performance assurance deposit amounts in accordance with applicable terms of this MOA.
 - 2. Execute a modified Preservation and Conservation Easement with a qualified easement holding entity, that will preserve, at a minimum but not limited to, the main, character-defining ziggurat portion of the Building (see Section 1 paragraph 2 of the sample easement provided in Appendix 4). Such action will be undertaken with appropriate consultation between the easement holding entity and the purchaser. In the event such an easement is recorded within eighteen (18) months of deed transfer, then the purchaser shall receive a refund equal to 50% of the amount specified in Stipulation II.A, leaving 50% to remain for the Mitigation Fund. Upon receipt of a copy of the recorded covenant from the purchaser, GSA will authorize the escrow agent to release the refund amount to the purchaser in accordance with applicable terms of this MOA.

II. MITIGATION

- A. **FINANCIAL SUPPORT FOR HISTORIC PRESERVATION PROJECTS**
 - 1. Unless a Preservation and Conservation Easement for the Property is executed prior to the close of sale and deed transfer, and recorded with the deed per Stipulation I.D, as a condition of sale, the purchaser will deposit, concurrent with and as part of the sale transaction, \$2,000,000 (two million dollars) into an escrow account. The funds will be held by the escrow agent until an appropriate and qualified entity is identified by the purchaser to administer a fund ("Administrative Entity") that will be used to provide financial support for historic

- preservation projects as adverse effect mitigation (“Mitigation Fund”).
2. Purchaser will independently identify a qualified nonprofit organization Administrative Entity that meets the following criteria:
 - a) a local affiliation to Orange County or Southern California;
 - b) a commitment to document and conserve historic resources;
 - c) tax-exempt 501(c)(3) organization status;
 - d) a proven track record managing grant funds;
 - e) available resources, including personnel, to manage and administer a grant program; and
 - f) no affiliation with and be independent from the purchaser for the duration of the grant program.
 3. The Mitigation Fund will be established upon GSA’s confirmation that the Administrative Entity identified by the purchaser meets the requirements outlined in Stipulation II.A.2. Upon this confirmation, GSA will authorize the escrow agent through escrow instructions to transfer the amount specified above from the escrow account to the identified Administrative Entity no later than eighteen (18) months following the deed transfer.
 4. The Administrative Entity will expend the Mitigation Fund through a grant program pursuant to the criteria outlined in Appendix 2, reporting annually to GSA as the “Oversight Entity” responsible for ensuring the Administrative Entity’s compliance with Appendix 2 - Guidelines.
 5. Provided that each of the provisions of this subsection II.A are subject to the provisions of subsection I.D of this MOA, and to ensure compliance post-conveyance, GSA will include in closing documents a requirement that the purchaser provide performance assurance in the form of an escrow deposit (performance deposit), held by the escrow agent, of \$1,000,000, in addition to the Mitigation Fund amount.
 - a) Should the purchaser execute a Preservation and Conservation Easement at the close of sale and deed transfer, per Stipulation I.D.1 and II.A.1, a performance deposit will not be required. Should the purchaser execute a Preservation and Conservation Easement within eighteen (18) months of deed transfer, per Stipulation I.D.1, GSA will authorize the escrow agent to return the \$1,000,000 performance deposit to the purchaser.
 - b) Upon identifying a compliant Administrative Entity per Stipulation II.A.1-3, GSA will authorize the return of the \$1,000,000 performance deposit to the purchaser, and per Stipulation II.A.4, GSA will authorize the transfer of the specified amount (\$2,000,000 if no easement is executed or \$1,000,000 if a modified easement is executed) to the Administrative Entity to create the Mitigation Fund.
 - c) In the event the purchaser fails to select an Administrative Entity within 18 months of deed transfer, GSA will authorize the escrow agent through escrow instructions to transfer the \$1,000,000 performance deposit to the United States Treasury, in accordance with 31 U.S.C § 3302(b) as miscellaneous receipts without deduction for any charge or claim, and the responsibility to select an Administrative Entity will revert to GSA. GSA will carry out the appropriate actions necessary to select an Administrative Entity within one (1) year of the transfer of performance deposit to the United States Treasury.
 6. Any amendments to Appendix 2 to this MOA shall be revised through Stipulation VII – Amendments.

B. DOCUMENTATION AND INTERPRETATION

1. Within one year of the date of closing of the public sale, GSA shall document the Building through LiDAR and photogrammetry.
 - a) Historic American Buildings Survey (HABS) to be completed including use of LiDAR and photogrammetry. GSA to transmit HABS material to the National Park Service (NPS) program within one (1) year of completion of the LiDAR and photogrammetry documentation of the Building.
 - (1) Prior to the closing of the public sale, GSA shall contact the regional Historic American Building Survey/Historic American Engineering Record/Historic American Landscape Survey (HABS/HAER/HALS) coordinator at the National Park Service Interior Regions 8,9,10, and 12 Regional Office (NPS), to request that NPS stipulate the level and procedures for completing the documentation. Within ten (10) days of receiving the NPS stipulation letter, GSA shall send a copy of the letter to all consulting parties for their information.
 - (2) GSA will ensure that all recordation documentation activities are performed or directly supervised by architects, historians, photographers, and/or other professionals meeting the qualification standards in the Secretary of the Interior's Professional Qualification Standards, as applicable (36 CFR 61, Appendix A).
 - (3) Upon receipt of a NPS written acceptance letter, GSA will make any archival, digital, and bound library-quality copies of the documentation and provide them to the Orange County Historical Society.
 - (4) GSA shall notify the SHPO that the documentation is complete, and all copies distributed as outlined in (2) and include the completion of the documentation in the annual report as specified in Stipulation V.
 - b) In consultation with the Signatories, GSA will determine a repository for the LiDAR and photogrammetry documentation. Repository will allow for documentation to be publicly accessible and available for use and distribution.
2. Donation to Public Repository:
 - a) Community Design Charrette for the Chet Holifield Federal Building: GSA will donate to a repository identified by GSA and the SHPO, the products of the Community Design Charrette to include the final report, and associated digital files, including fly-through schematics, project video and associated photographs. Materials will be donated within one (1) year of execution of this MOA.
 - b) Drawings and Other Materials: GSA will donate to a repository identified by GSA and the SHPO, the existing scale model and collection of original design and construction drawings currently held by GSA.
3. Virtual Tour: Within two (2) years of execution of this MOA, GSA will produce a virtual tour of the Building.
 - a) GSA to identify platform for hosting. GSA will share a plan for design of the virtual tour with the SHPO within six (6) months of execution of the MOA.
 - b) Public Availability. GSA will ensure that the final virtual tour will be accessible and made available for use by the public, including libraries, schools and other public institutions. GSA will ensure there are no copyright or ownership claims on the material.

4. Existing Scale Model Exhibit. GSA to work with the City of Laguna Niguel and Orange County to identify an off-site location to house the existing model of the Building.
 - a) GSA to assess and perform conservation of the existing scale model.
 - b) GSA to produce information for interpretation of the model. Within eighteen (18) months of execution of this MOA, GSA will install the model and provide final photos of the model's installation and associated interpretive text to the Signatories.

III. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, GSA shall consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

IV. POST-REVIEW DISCOVERIES

As part of the sale and transfer of the Property, a deed covenant will be included regarding ground disturbing activities, discoveries, and emergencies. The deed covenant language is included as Appendix 3 of this MOA.

V. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, GSA shall provide Signatories a summary annual report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, updates on stipulations, and any disputes and objections received in GSA's efforts to carry out the terms of this MOA.

VI. DISPUTE RESOLUTION

Should any Signatory or Concurring Party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, GSA shall consult with such party to resolve the objection. If GSA determines that such objection cannot be resolved, GSA will:

- A. Forward all documentation relevant to the dispute, including GSA's proposed resolution, to the ACHP. The ACHP shall provide GSA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GSA shall prepare a written response that considers any timely advice or comments regarding the dispute from the ACHP, Signatories and Concurring Party, and provide them with a copy of this written response. GSA will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, GSA shall make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GSA shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and Concurring Party to the MOA and provide them and the ACHP with a copy of such written response.
- C. GSA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

A. This MOA shall be amended only upon written agreement of the Signatories.

1. Upon receipt of a written request to amend this MOA, GSA will immediately notify the other consulting parties and initiate a thirty (30) day period from the date of receipt to consult on the proposed amendment, or as extended upon agreement by the Signatories, whereupon all consulting parties shall consult to consider such amendments.
2. If agreement to the amendment cannot be reached by the Signatories within the thirty (30) day period, or as extended upon agreement by the Signatories, resolution of the issue shall proceed by following the dispute resolution process in Stipulation VI.

VIII. TERMINATION

If any Signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, GSA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. GSA shall notify the Signatories as to the course of action it will pursue.

Execution of this MOA by the GSA, SHPO and the ACHP, and implementation of its terms, evidence that GSA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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THE CHET HOLIFIELD FEDERAL BUILDING
LAGUNA NIGUEL, CALIFORNIA**

IX. SIGNATORIES:

U.S. General Services Administration

DocuSigned by:

8EA620932479482... Date 11/14/2023

Beth L. Savage
Federal Preservation Officer

DocuSigned by:

D36B00143698477... Date 11/15/2023

Dan R. Brown
Regional Commissioner
Pacific Rim Region

**MEMORANDUM OF AGREEMENT
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California State Historic Preservation Officer



Date

11/15/2023

Julianne Polanco
State Historic Preservation Officer

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Advisory Council on Historic Preservation



Date

11/17/2023

Reid Nelson
Executive Director

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THE CHET HOLIFIELD FEDERAL BUILDING
LAGUNA NIGUEL, CALIFORNIA**

X. INVITED SIGNATORIES:

Juaneño Band of Mission Indians, Acjachemen Nation-Belardes

DocuSigned by:
 Date 11/16/2023
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Joyce Perry
Cultural Resource Director

Appendix 1

Invitation for Bids - Tax Credit Information

HISTORIC PRESERVATION TAX CREDITS

Historic preservation tax incentives may be available to prospective developers interested in county, state, and federal historic tax credits for investments in rehabilitation of historic structures. For further information:

National Park Service Historic Preservation Tax Incentives

<https://www.nps.gov/subjects/taxincentives/index.htm>

California Department of Parks and Recreation (California State Parks)

Office of Historic Preservation

(916) 445-7013

<https://ohp.parks.ca.gov/>

Orange County Assessor's Office

<https://www.ocassessor.gov/>

End of Appendix 1

Appendix 2

Mitigation Fund

As identified by the purchaser, the grant managing nonprofit entity will expend the Mitigation Fund designated in Stipulation II.A through a grant program. The program will be administered by an Administrative Entity to be identified in accordance with the criteria stipulated in II.A.2.

DEFINITIONS

- Mitigation Fund: Funds deposited by the purchaser totaling \$2,000,000 (two million dollars) into an escrow account to be administered as a fund that will be used to provide financial support for historic preservation projects as adverse effect mitigations.
- Administrative Entity: Non-profit organization meeting criteria of Stipulation II.A.2 selected to administer the Mitigation Fund and grant program. The Administrative Entity will work with the Oversight Entity to ensure all funds are expended per Appendix 2.
- Oversight Entity: Provide guidance to and supervision to ensure the Administrative Entity's compliance with Stipulation II.A and Appendix 2. The Oversight Entity will provide updates on the Mitigation Fund and its activities as part of Stipulation V (Monitoring and Reporting).
- Section 110 of the National Historic Preservation Act (NHPA): Section 110 of the NHPA mandates that federal agencies assume responsibility for the preservation of historic properties or resources that fall under that agency's jurisdiction and requires federal agencies carry out their programs and projects in accordance with the purposes of NHPA.

MONETARY REQUIREMENTS AND TIMING OF PURCHASER ACTIONS

Purchaser Action	Timing	Administrative Entity Required	Mitigation Fund in Escrow	Performance Deposit Required	Refund Potential
Execute "Full" Preservation and Conservation Easement (Stipulation II.A.1) (Appendix 4)	Prior to close of sale and deed transfer	No	N/A	N/A	N/A
Execute "Full" Preservation and Conservation Easement (Stipulation I.D.1) (Appendix 4)	Within 18 months after deed transfer	No	\$2M	\$1M	Yes - \$2M Mitigation Fund and \$1M Performance Deposit
Execute Modified Preservation and Conservation Easement (Stipulation I.D.2)	Within 18 months after deed transfer	Yes	\$2M	\$1M	Yes - \$1M from Mitigation Fund and \$1M Performance Deposit
No Action To Execute Preservation and Conservation Easement. (Stipulation II.A)	Within 18 months after deed transfer	Yes	\$2M	\$1M	Yes - \$1M Performance Deposit

GUIDELINES

- Within six months of receipt of funds from escrow, the Administrative Entity will develop program guidelines and an application process and spending plan and seek advisory comments from the Oversight Entity.
- GSA will serve as the Oversight Entity for the program, responsible for ensuring the Administrative Entity administers the program in accordance with the established guidelines and for reporting such in accordance with Stipulation V (Monitoring and Reporting). GSA Pacific Rim Region (R9), Regional Historic Preservation Officer (RHPO) will serve as the main point of contact. GSA will serve as the Oversight Entity and the R9 RHPO as the main point of contact until all grant funding in the Mitigation Fund has been distributed.
- The Administrative Entity will work with GSA to set up the timeline for accepting applications, reporting, distribution of funding, and sharing this information with GSA.
- Federal properties subject to Section 110 of the NHPA stewardship obligations are not eligible for use of grant funds.
- Any consulting party or non-profit entity contributing to the administrative activities of Oversight Entity, assisting with the review of grant proposals and determining the distribution of the funds will not be eligible to apply and receive funds.
- All funds should be awarded within five (5) years from the distribution from escrow and progress on this timeline of distribution of funds will be reported in accordance with Stipulation V (Monitoring and Reporting). Any interest accrued shall be considered part of the fund. Any amount of funding that remains after the five (5) year period will be assessed by GSA as to viability for grant award by the Administrative Entity, and if the funds are sufficient to award a grant, funds will continue to be distributed in accordance with the applicable terms of this MOA. Fund amounts insufficient for a grant award will be transferred by the Administrative Entity upon dissolution of the grant program to the California Heritage Fund Grant Program administered by the SHPO.
- Reasonable administrative costs associated with the management of the Mitigation Fund by the Administrative Entity shall be deducted from the available funds.

Grants funds are designated to support the efforts outlined below:

1. NOMINATIONS TO THE NATIONAL REGISTER OF HISTORIC PLACES – *Address potential loss of a National Register eligible building by supporting the inclusion and preservation of other eligible buildings in Orange County.*

- Efforts to nominate non-federal, modern-era buildings with prioritization to Orange County, California, to the National Register of Historic Places under contexts of aerospace, planning history, development of Orange County, and the work of William L. Pereira.

2. COLLECTIONS CONSERVATION – *Allow researchers to examine available records without the benefit of visiting the building if demolished.*

- Efforts to conserve and make available to the public existing collections related to the work of William L. Pereira.

3. PUBLIC EDUCATION AND INTERPRETATION – *Enhance the public's understanding of the historical context with the potential absence of the physical structure to visit.*

- Efforts to design and implement lesson plans for schools and libraries related to contexts of aerospace, planning history, development of Orange County, and the work of William L. Pereira.
- Efforts to support publications, including books, articles and other scholarly journals, to document contexts of aerospace, planning history, development of Orange County, and the work of William L. Pereira.

- Efforts to design public education and interpretation exhibits that are specific to the Chet Holifield Federal Building, the aerospace legacy and planning history relative to the City of Laguna Niguel and/or Orange County, or William Pereira.

4. HISTORICAL RESEARCH AND PRESERVATION – *Expand upon efforts that acknowledge the time period that contributed to the construction of the building.*

- Surveys in accordance with the requirements of the California Register, of southern California communities which have specific associations to post-war planning and focusing on post-war development.
- Historical research specific to the Chet Holifield Federal Building, the aerospace legacy and city planning history relative to the City of Laguna Niguel and/or Orange County, including post-war architecture and architects, new cities, planning developments, standalone office/commercial development, and the Orange County aerospace industry, or William Pereira.
- Historic preservation projects, including bricks & mortar projects, specific to modern-era materials, with prioritization to concrete and projects located within Orange County.
- Efforts to educate, research and provide technical training in the area of modern era materials, specifically concrete, to expand preservation knowledge and expertise.

End of Appendix 2

Appendix 3

Archeological Deed Restriction: **Archeological and Native American Monitoring**

Ground Disturbing Activities. Grantee covenants and agrees not to perform any ground disturbing activities (one meter or more wide and half a meter or more deep) within the Property without first meeting the following requirements:

1. All ground disturbing activities must be reviewed and approved by a qualified archaeologist prior to its commencement, and monitored by a qualified archaeologist during construction. The archeologist must meet, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983), as such standards may be revised from time to time. The most recent guidance is available at <https://www.nps.gov/articles/sec-standards-prof-quals.htm>.
2. Prior to any ground disturbing activities, contact the Juaneño Band of Mission Indians, Acjachemen Nation-Belardes to establish a monitoring protocol that describes the procedures for the treatment and disposition of Native American human skeletal remains, associated funerary objects, objects of cultural patrimony, and sacred objects that may be discovered during planned ground disturbing activities, and ensure a Nation representative is assigned per monitoring protocol for all ground disturbing activities.
3. Prior to any ground disturbing activities, the grantee shall develop an Archaeological Monitoring and Inadvertent Discovery Plan (Plan) with the Juaneño Band of Mission Indians, Acjachemen Nation-Belardes Tribe, that defines the monitoring protocol and shall include, at a minimum, provisions that document an overview of each Project and Project activities, a description of the statutory and regulatory context as it applies to post-review discoveries pursuant to 36 CFR § 800.13(a), a description of the qualifications, roles, and responsibilities of the individuals and organizations who will implement the procedures of the Plan, a description of training requirements for Project personnel, a description of the methods that shall be followed for monitoring that will occur during ground-disturbing activities, protocols that shall be followed in the event of post-review discovery and in the event of a discovery of human remains, a description of the approach to collection and curation of material culture pursuant to 36 CFR Part 79, and a list of parties and their contact information that may need to be contacted under this Plan.
4. Should any cultural resources be encountered during ground disturbing activities, maintenance activities or any other use of the Property, the immediate area must be secured, the activity halted, the representative from the Juaneño Band of Mission Indians, Acjachemen Nation-Belardes contacted, and consultation promptly initiated with a qualified archeologist to identify and evaluate the discovery and devise and implement appropriate mitigation, if warranted, in accordance with this covenant.

Discoveries and Emergencies. Grantee hereby covenants and agrees that:

1. In accordance with 14 C.C.R. § 15064.5(f), Grantee will provide for the protection, evaluation and treatment of any additional historic property discovered prior to or during future construction and ground disturbing activities on the Property, including emergency response actions. Should a discovery occur, Grantee will notify the Juaneño Band of Mission Indians, Acjachemen Nation-Belardes within two (2) business days (not

including a federal or state holiday) to develop and implement an appropriate treatment plan prior to resuming construction operations in the vicinity of the discovery.

2. All materials and records resulting from any future data recovery must be curated by an institution or organization selected by Grantee in consultation with the Juaneño Band of Mission Indians, Acjachemen Nation-Belardes. Any reports generated must be prepared according to the U.S. Department of the Interior's Format Standards for Final Reports of Data Recovery Programs (42 FR 537-79) and must be provided to the Juaneño Band of Mission Indians, Acjachemen Nation-Belardes.

3. Grantee must ensure that any emergency response actions and immediate rescue and salvage operations it undertakes on the Property are reviewed in accordance with Public Resources Code, Section 5028 of California Office of Historic Preservation, Department of Parks & Recreation, Technical Assistance Series 10, located at <http://ohp.parks.ca.gov/pages/1069/files/10%20comb.pdf>.

End of Appendix 3

Appendix 4

Sample Preservation and Conservation Easement

DEED OF HISTORIC PRESERVATION EASEMENT

COUNTY OF ORANGE

CHET HOLIFIELD FEDERAL BUILDING

24000 AVILA ROAD

LAGUNA NIGUEL, CA 92677

THIS PRESERVATION EASEMENT DEED (“Easement”) is made as of the _____ day of _____, by and between _____ (“Easement Grantor”), owner of a fee simple interest in that certain real property and improvements thereon known as the Chet Holifield Federal Building, located at 24000 Avila Road, City of Laguna Niguel, County of Orange, State of California, with Assessor’s Parcel Numbers 634-031-01; 634-031-04; 634-031-03; and 634-361-01, more particularly described on Exhibit A – Legal Description of Property (“Property”), attached hereto and incorporated herein by reference, and the _____, (“Easement Grantee”) a non-profit public benefit corporation, qualified under Section 501©(3) of the Internal Revenue Code, whose principal place of business is in _____ and whose address is _____. The definition of Easement Grantor and Easement Grantee shall include their respective successor-in-interest.

WHEREAS, Easement Grantee is a non-profit corporation authorized and qualified to accept charitable gifts of easements for the purpose of preserving buildings, structures and sites of historical, architectural or cultural significance. The Easement Grantee has an established commitment to historic preservation purposes which will be furthered by the preservation easement set forth in this Easement. The Easement Grantee has as its primary purpose the preservation, protection and enhancement of land improvements in their historical condition or use, and is a “qualified organization” as that term is defined under Section 170(h) of the Internal Revenue Code, as amended, and the regulations thereunder (“Code”); and

WHEREAS, the Property was listed in the National Register of Historic Places by the National Park Service on _____, and is a certified historic structure as described under Section 170(h) of the Code; and

WHEREAS, by a separate Quitclaim Deed, the Easement Grantor is acquiring the Property from the United States of America, contemporaneously with the execution of this Easement; and

WHEREAS, the Property is subject to an Easement as described in Exhibit-B - Legal Description of Preservation Area (“Preservation Area”), attached hereto and incorporated herein.

WHEREAS, the grant of this Easement by Easement Grantor to Easement Grantee will assist in preserving and maintaining the Preservation Area and its architectural, historic, and cultural features for the benefit of the people of the City of Laguna Niguel, the County of Orange, the State of California and the United States of America;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Easement Grantor does hereby grant and convey unto the Easement Grantee an Easement in gross in perpetuity.

THE EASEMENT CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Historic Preservation Covenant. Easement Grantor covenants and agrees for itself, its successors and assigns and every successor-in-interest to the Preservation Area, or any portion thereof, to be bound by the terms, conditions, and restrictions of this preservation covenant. Unless otherwise noted, this covenant utilizes the definitions in 36 CFR part 800 (2004), and particularly 36 CFR §800.16 (2004).

1. **Historic Property Description.** Easement Grantor covenants, acknowledges, and agrees to preserve the Preservation Area and setting in accordance with the terms and conditions of this covenant. The “Preservation Area” consists of that portion of the Property more particularly described in Exhibit B and depicted in Exhibit-C - Map of Preservation Area, attached hereto and incorporated herein. In particular, the following facts are noted:

1. The Chet Holifield Federal Building (“Building”) is individually eligible for listing in the National Register of Historic Places (“NRHP”) at the state level of significance under Criterion C with a 1971 period of significance, the year of its construction, as an excellent example of a Modern/Brutalist ziggurat building designed by master architect William L. Pereira. The Building satisfies Criterion Consideration G due to the rarity of its architectural style and its association with Pereira. The seven-story, million-plus square foot building is notable not just for its massive scale, but also for its unusual design featuring a stepped ziggurat configuration with textured precast concrete cladding, dramatic angled details, and broad horizontal bands of dark glazing.

2. Character defining features (“Character Defining Features” or “CDF(s)”) of the Building include:

- Original building location.
- Building massing and stepped ziggurat shape.
- West and east guard stations.
- Linear fenestration and angled brackets.
- Pebble-textured precast concrete cladding.
- North driveway and rooftop parking areas

- Original main lobby on the fourth floor.

The United States has provided a copy of reports, drawings and photographs (“Baseline Documentation”) to the Easement Grantor and Easement Grantee, which provides an accurate representation of the Property as of the effective date of this Easement. The Baseline Documentation shall include a narrative description and photographs documenting the Building’s CDFs listed in A.2. Easement Grantor shall provide complete copies of the Baseline Documentation to all parties acquiring a subsequence interest in the Preservation Area.

2. **Alterations.** Easement Grantor hereby covenants and agrees to comply with the following terms and conditions regarding subsequent alterations to the Property.

1. Standards: Easement Grantor covenants and agrees to perform alterations to the Preservation Area in compliance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties (“Secretary’s Standards”) and prevailing applicable codes including the California Historical Building Code (“CHBC”), found in part 8 of title 24 of the California Code of Regulations.

2. Historic Structure Report: Architectural Resources Group prepared a Historic Structure Report (“HSR”), dated February 27, 2019, which specifies what aspects of the Preservation Area are considered historic and fall under the authority of this covenant. The United States has provided a copy to the Easement Grantor.

3. Plan Review: Easement Grantor covenants and agrees to submit to the Easement Grantee, for review and approval, all plans and applications for alteration of the Preservation Area as required by Paragraphs B, C, D, E, G and H of this covenant. The Easement Grantee will review the plans for compliance with standards set forth in Paragraph B.1 of this Covenant. Easement Grantor shall not make changes or take any action subject to the approval of Easement Grantee unless expressly authorized in writing by an authorized representative of Easement Grantee. Easement Grantee agrees to respond to any request of Easement Grantor not later than forty-five (45) calendar days following receipt by Easement Grantee of Easement Grantor’s request. Failure of Easement Grantee to respond to Easement Grantor within the forty-five (45) calendar day period shall not, however, be deemed to constitute approval of Easement Grantor’s request.

4. Easement Grantee reserves the right to consult with governmental agencies, nonprofit preservation and conservation organizations, and/or other advisors deemed appropriate by the Easement Grantee, concerning the appropriateness of any activity proposed under this Easement.

5. If, within five (5) calendar days of receipt of any plan or application received from the Easement Grantor, the Easement Grantee determines it may benefit from additional technical assistance, the Easement Grantee may seek such assistance from the California State Historic Preservation Office (“SHPO”) via electronic correspondence or in accordance with Paragraph J, copying the Easement Grantor on the correspondence. The SHPO shall respond within fifteen (15) calendar days of receipt of the request for additional technical assistance. If the SHPO does not respond to the Easement Grantee within the allotted time frame, the Easement Grantee may proceed with its review.

6. **Prohibition of Alterations to the Preservation Area:** Easement Grantor covenants and agrees to not perform any alteration (*e.g.*, removal of CDFs, addition of material that may affect historic materials or new construction) or permit any inaction that would materially affect the Preservation Area without the prior written approval of Easement Grantee, in accordance with subparagraph B.3 hereof. Written approval of Easement Grantee must be obtained prior to installing any signage, undertaking any work affecting or impacting CDFs that requires a permit or altering paint colors on CDFs. If Easement Grantee's prior approval is not obtained, such activities shall not occur.

7. **Initial Move-in:** Within sixty (60) months from the date of conveyance and in accordance with Paragraph B.3, the Easement Grantor shall submit plans to the Easement Grantee for its initial project(s) to move into the Preservation Area.

3. **Ground Disturbing Activities.** Easement Grantor covenants and agrees not to perform any material disturbance of any ground surface located within the Property without first:

1. Having an archaeologist, qualified in accordance with paragraph D of this covenant, review all documentation and plans associated with the proposed activity prior to its commencement and be present during any activity that disturbs the ground surface.

2. Consulting with the Native American monitor prior to commencement of ground disturbing activities and be present during any activity that disturbs the ground surface.

3. Should any cultural resources be encountered during maintenance activities or any other use of the Property, the immediate area must be secured, the activity halted, the Native American monitor contacted, and consultation promptly initiated with a qualified archaeologist to identify and evaluate the discovery and devise and implement appropriate mitigation, if warranted, in accordance with paragraph H of this covenant.

4. **Professional Qualifications Standards.** Easement Grantor hereby covenants and agrees that all historical, archaeological, architectural history, architectural, and historic architectural work carried out pursuant to this covenant will be conducted by or under the direct supervision of an individual or individuals who meets, at a minimum, the applicable Secretary of the Interior's Professional Qualifications Standards for conducting the appropriate work (48 FR 44738-9, September 29, 1983), as such standards may be revised from time to time. The most recent guidance is available at http://www.nps.gov/history/local-law/arch_stnds_9.htm.

5. **Maintenance Program.** Easement Grantor hereby covenants and agrees that:

1. Easement Grantor must preserve and maintain the Preservation Area in a manner that preserves and maintains its attributes that contribute to the eligibility of the Building for inclusion in the NRHP. Easement Grantor agrees at all times to maintain the Preservation Area in good repair and in a clean and safe condition and in a manner that will not exacerbate the normal aging of the Preservation Area or accelerate its deterioration, all in accordance with the recommended approaches set forth in the Secretary's Standards and as described in the HSR.

2. Commencing on the effective date of this covenant, Easement Grantor must promptly take commercially reasonable actions to secure the Preservation Area from the elements, vandalism and arson, and must carefully undertake any stabilization that is necessary to prevent deterioration, using the Secretary's Standards and applicable NPS Preservation Briefs.

3. Easement Grantor covenants and agrees to make every effort to maintain reasonable public access to the Preservation Area, while providing appropriate security for the Preservation Area. If major changes in the Preservation Area use become necessary, then Easement Grantor will consider those alternatives that continue to meet the public access and stewardship goals of this covenant, as well as invite and consider comments from Easement Grantee on those alternatives.

4. Easement Grantor must conduct seismic analyses of the Preservation Area, if necessary, prior to any ground disturbing activity that may affect the structural integrity of the Preservation Area, and as warranted thereafter. Easement Grantor must take into consideration the results of seismic analyses, so that the structural integrity of the Preservation Area is not adversely affected by such activities and must provide the results of seismic analyses to Easement Grantee prior to said activity.

6. Insurance.

1. Easement Grantor shall keep the Property insured by an insurance company rated "Secure" by A.M. B'st's Insurance Rating Guide (or if such guide is no longer published, by any replacement rating guide for insurance companies selected by Easement Grantee, in which case Easement Grantee shall select a reasonably comparable rating standard) for the full replacement value (subject to deductibles and self-insured retentions not to exceed one percent (1%) of the schedule of values for the Building) against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage.

2. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property without cost or expense to Easement Grantor or contribution or coinsurance from Easement Grantor, except as permitted in Paragraph F.1. Such insurance shall include Easement Grantee's interest and name Easement Grantee as an additional insured.

3. Easement Grantor shall deliver to Easement Grantee a certificate of insurance annually or when coverage is renewed by Easement Grantor. If Easement Grantor fails to submit proof of insurance coverage annually or at the time of renewal, Easement Grantor must deliver proof of coverage, within ten (10) business days of Easement Grantee's written request for documentation of coverage.

7. Casualty Damage to the Preservation Area. Easement Grantor hereby covenants and agrees that:

1. Immediate rescue and salvage operations are not subject to this paragraph, but rather are subject to subparagraph H.4, below. Subject to subparagraph G.2, below, if there is

damage to the Preservation Area resulting from casualty loss, Easement Grantor must repair or restore, as appropriate, the Preservation Area in compliance with the Secretary's Standards, unless it is not feasible to do so because of commercial or physical infeasibility, legal requirements or other circumstances. If it is not feasible because of commercial or physical infeasibility, legal requirements, or other circumstances to repair or restore the Preservation Area in compliance with the Secretary's Standards, Easement Grantor must consult with Easement Grantee on other redevelopment alternatives and modifications of the Preservation Area, which, in all cases, must adhere to the Secretary's Standards. All cost and expense of the design and construction of any such redevelopment alternative or modifications will be borne solely by Easement Grantor.

2. In the event of damage to the Preservation Area, whether covered by subparagraph F.1, above, or by any other provision of this covenant, Easement Grantor must, in addition to all other obligations of this covenant, promptly take all steps necessary to render any undamaged portions or remains of the Preservation Area in a reasonably safe condition and promptly take all commercially reasonable efforts to render same in a secure and watertight condition and to minimize additional damage to the Preservation Area.

8. Discoveries, Unanticipated Adverse Effects, and Emergencies. Easement Grantor hereby covenants and agrees that:

1. In accordance with 14 C.C.R. § 15064.5(f), Easement Grantor will provide for the protection, evaluation and treatment of any additional historic property discovered prior to or during future construction on the Property. Should a discovery occur, Easement Grantor will notify the Easement Grantee and the SHPO within two (2) business days (not including a federal or state holiday) to develop and implement an appropriate treatment plan prior to resuming construction operations in the vicinity of the discovery.

2. All materials and records resulting from any future data recovery must be curated by an institution or organization selected by Easement Grantor in consultation with the Easement Grantee. Any reports generated must be prepared according to the U.S. Department of the Interior's Format Standards for Final Reports of Data Recovery Programs (42 FR 537-79) and must be provided to the SHPO.

3. If unanticipated adverse effects occur to the Preservation Area, Easement Grantor must notify Easement Grantee and the SHPO of the unanticipated adverse effect within two business days (not including a federal or state holiday) of learning of such unanticipated adverse effect, and for any efforts in response to these unanticipated adverse effects, Easement Grantor must comply with relevant paragraphs of this covenant.

4. Easement Grantor must ensure that any immediate rescue and salvage operations it undertakes on the Preservation Area are reviewed in accordance with Public Resources Code, Section 5028 of California Office of Historic Preservation, Department of Parks & Recreation, Technical Assistance Series 10, located at <http://ohp.parks.ca.gov/pages/1069/files/10%20comb.pdf>.

I. Evidence of Compliance. Upon request by Easement Grantor, but not more frequently than once every twelve (12) months, Easement Grantee shall promptly furnish Easement Grantor with a certification that, to Easement Grantee's actual knowledge, without independent investigation, Easement Grantor is in compliance with the obligations of this

Easement, or that otherwise describes the status of this Easement to the extent of Easement Grantee's actual knowledge.

J. Inspection. Easement Grantor hereby covenants and agrees that Easement Grantee may, subject to reasonable prior notice in writing to Easement Grantor, periodically perform reasonable visits to the Preservation Area to ascertain whether Easement Grantor is complying with the conditions of this covenant. Easement Grantee and Easement Grantor will cooperate in scheduling such visits.

K. Notice of Proposed Sale. Easement Grantor shall promptly notify Easement Grantee in writing of any proposed offer to sell the Property or of any listing of the Property for sale and provide the opportunity for Easement Grantee to explain the terms of the Easement to the real estate listing agent and potential new owners prior to sale closing.

12. **Dispute Resolution.** Easement Grantor hereby covenants and agrees that if a dispute arises out of or relates to this covenant, or the breach thereof, and the dispute cannot be settled through negotiation, Easement Grantor or any other party seeking to enforce the protections afforded by this covenant hereby agree first to attempt in good faith to settle the dispute by mediation, before resorting to litigation. Easement Grantor's responsibilities to carry out all other actions subject to the terms of this covenant that are not the subject of the dispute remain unchanged.
13. **Communications.** Easement Grantor hereby covenants and agrees that any notice or other communication required or permitted to be given under this covenant will be sufficiently given or delivered if provided in writing and transmitted by personal messenger, certified mail, return receipt requested, or overnight delivery service with receipt confirmation, and addressed as follows:

1. In the case of a notice or communication to the SHPO:

State of California
State Historic Preservation Officer
Office of Historic Preservation
1725 23rd Street, Suite 100
Sacramento, CA 95816

2. In the case of a notice or communication to Easement Grantee:

NAME _____

ADDRESS _____

3. In the case of a notice or communication to Native American Monitor:

Juaneño Band of Mission Indians – Acjachemen Nation (Belardes)

4955 Paseo Segovia
Irvine, CA 92603

or to such other address as any party from time to time may designate by written notice to the

others.

O. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Easement Grantor and Easement Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Easement Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of California. Any such amendment shall be consistent with the protection of the preservation values of the Property and the purpose of this Easement; shall not affect its perpetual duration; and shall not adversely impact the Preservation Area. Any such amendment shall be recorded in the land records of Los Angeles County, California. Nothing in this paragraph shall require Easement Grantor or Easement Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

P. ASSIGNMENT. Easement Grantee may convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar, local, state, or national organization that is a “qualified organization” under Section 170(h) of the Code whose purpose, among other things, is to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the purpose for which Easement was granted will continue to be carried out. Easement Grantee shall provide timely notice to Easement Grantor of any such action.

IN WITNESS WHEREOF, Easement Grantor and Easement Grantee have caused these presents to be executed as of the day and year first above written.

EXHIBIT A

PROPERTY DESCRIPTION OF PRESERVATION AREA

[The image is for depiction purpose only. Prior to the recording, the Purchaser is solely responsible for obtaining and providing the record of survey and a legal description]



Chet Holifield Federal Building - Significance Diagram

Restoration Zone Rehabilitation Zone Renovation Zone



Site

End of Appendix 4

