



City of The Dalles
Community Development Dept
313 Court Street
The Dalles, OR 97058
(541) 296-5481, ext. 1125
www.thedalles.org

Application #: HLC 194-21

Filing Fee: \$85.00

Receipt #: 245384

Deemed Complete: _____

Ready to Issue: _____

Date Issued: _____

Received: 12/14/2021

Historic Landmarks Application

This application is required for all new construction, modifications, and/or alterations to the exterior of certified historic structures and all structures within certified historic districts and reviewed by the City of The Dalles' Historic Landmarks Commission. The review criteria for each application are the Secretary of the Interior's Standards. These standards have been adopted by The Dalles Municipal Code Chapter 11.12 Historic Resources as local review criteria.

Applicant

Name: The Dalles Mainstreet / Walldogs

Address: 710 East 2nd Street #3

The Dalles, Oregon 97058

Phone #: (541)296-9684

Email: czukin@meadowoutdoor.com

Legal Owner (if different than Applicant)

Name: Dong Xi, LLC, Attn: Kelly

Address: P.O. Box 1668, The Dalles, Oregon 97058

P.O. Box 1668, The Dalles, Oregon 97058

Phone #: (503)887-2968

Email: yanxima168@yahoo.com

Property Information

Address: 320 East 2nd Street, The Dalles, OR 97058

Zone: CBC - Central Business Commercial

Current Use: Commercial Retail

Map and Tax Lot: 01N 13E 03BD TL# 5200

List any known archeological resources on site:

Unknown and not applicable.

Department Use Only

Historic Name (if any): _____

Year(s) Built: _____

Historic Building/Site: ☐ Yes ☐ No

Historic Classification: _____

Historic District: ☐ Trevitt's Addition ☐ Downtown Commercial

Project Information

☐ New Construction ☒ Expansion/Alteration ☐ Demolition ☐ Landmark Designation

Briefly describe the proposed project:

The Dalles Mainstreet/Walldogs Committee would like the Walldogs to paint a historic mural on the east end of the alley way on the above building. The Walldogs are a group of highly skilled sign painters and mural artists from all over the globe. The Walldogs will create a beautiful, handcrafted and professionally painted mural with images of The Dalles places, people, and products that have historic significance to our town. This brick wall is currently painted. The wall will be prepped and painted in a most professional manner that will not damage the historic building in any way.

Will the use change as a result of this application?

☐ Yes

☒ No

Please submit the following information with this application:

- ☒ Narrative #1: Description of the project consistent with the Secretary of Interior's Standards for Rehabilitation (page ?)
- ☐ Narrative #2: Explanation of the project consistent with the associated project type (pages ?):
- ☐ Landmark Designation (#2-A)
 - ☒ Alterations/New Construction/Relocation (#2-B)
 - ☐ Demolition (#2-C)
- ☐ Narrative #3: Description of the project consistent with the associated district design standards: New Construction and Alteration (page ?)
- ☒ The Dalles Commercial Historic District (#3-A)
 - ☐ Trevitt's Addition (#3-B)
- ☒ Narrative #4, Signs (if applicable): Description of the project consistent with the associated historic sign guideline criteria (page ?)
- ☒ Elevation drawings (existing vs. proposed)
- ☒ Current color photographs of the structure and/or site
- ☐ List of all proposed materials/colors (product brochures recommended)
- ☐ Site Plan (drawn to scale)
- ☐ Historic photographs/documentation of the structure and/or site (encouraged)
- ☐ Copy of all associated Historic Inventory information

Signature of Applicant

Signature of Property Owner

2012 TD MAIN STREET / WALDOGS

SEE ATTACHED / SIGNED
MURAL AGREEMENT

12-14-21

Date

2/11

Date

N/A

Historic Landmarks Application – Narratives

Building Owner: Dong Xi, LLC – Ms. Fitz Alley Wall

The City of The Dalles, The Dalles Mainstreet and the Walldogs Committee is preparing for a very exciting historic mural festival, scheduled to take place in August of 2022. Fifteen (15) walls will be chosen and painted with historic murals during this exciting event. The painting of these murals will be done by a group of professional painters called The Walldogs. The Walldogs are a group of highly skilled, professional sign painters and mural artists from all over the globe. During the week of August 20, 2022, some 250 Walldogs painters will converge on our fair city to create beautiful, handcrafted and professionally painted murals with images of The Dalles area people, places and products that have historic significance to our town. The murals will all be completed within a five (5) day period. This wonderful event is designed to bring our community together and to bolster tourism into the future.

There are already two (2) examples of the Walldogs murals painted downtown on building walls along 3rd Street. Blanche McGaughey, pro rodeo rider mural is painted on the east facing wall of 207 West 3rd Street and World Famous Cherries mural is painted on the east facing wall of 103 East 3rd Street (see Exhibit “A” for photos of these new murals). Please check out these two murals to see examples of the beautiful work that the Walldogs have instore for us in August 2022!

Narrative #1: Secretary of the Interior’s Standards for Rehabilitation (11.12.095, D)

The building which is the subject of this application is located in The Dalles Commercial Historic district and is classified as Non-Compatible, Non-Contributing. This means that the building was built later than the period of significance for the historic district (late 1800- 1920’s) and the building no longer has many of its original features or has been completely modified. The reason for this project is to paint a historic mural on the alley wall of the building. No other changes or modifications will be made to the structure. The building architecture will not change in any way, and the use will remain unchanged.

The subject wall for this application is located on the east end of the alley, wall facing south at the address 320 East 2nd Street in The Dalles. The section of wall being considered for this application measures approximately 24’ tall and 19’ wide (see attached Exhibit “B”). The wall is made of brick which has been painted white at some time in the past. The mural will be painted directly onto the painted brick in the area shown. Warm water and a mild surfactant will be used to remove any foreign materials, such as oils or dirt, that would keep the mural paint from adhering. **NO SANDBLASTING WILL BE USED ON ANY OF THE BUILDINGS INCLUDING THIS ONE.** Cleaning of the building will only be done by the gentlest means possible that will not damage the brick material in any way. Once clean, the wall will be allowed to dry, will be painted with an appropriate primer, will have artwork outlines projected at night onto the primed wall, and then the mural will be painted in its entirety.

The standards have been carefully reviewed and all applicable standards for rehabilitation by the Secretary of the Interior have been met.

Narrative #2-B: Alterations, New Construction, Relocations (11.12.070)

This mural project will not involve any new construction or relocation of the building or parts of the building in any way. The mural added to the southeast corner of the alley wall will be the only alteration

to the building. No brackets or architectural features will be affected or changed in any way by the new mural.

The 24' tall by 19' wide area is the only portion of the wall that will be painted with a mural. Currently, the bricks are painted white which will not change. No sandblasting will be used for preparation of this wall for painting. Only the most gentle methods of cleaning will be used for removing dirt, debris and grease or oils. As stated previously, only a very mild surfactant may be used to remove foreign materials such as dirt and grease, to make sure the paints adhere properly. Once clean, the wall can be primed and painted with the final mural artwork.

Narrative #3-A: Design Guidelines: The Dalles Commercial Historic District (11.12.095, F-N)

The design guidelines in this section stress that "The Dalles' downtown is a pedestrian friendly environment" and that "rehabilitation should contribute in making downtown The Dalles an inhabitable place that is pleasant for walking". The Walldogs murals will add to this pedestrian friendly environment by giving pedestrians interesting historic murals to seek out and enjoy, while at the same time, learning about The Dalles' rich and diverse history. Once the murals have all been painted, a map will be created that will lead pedestrians, both tourists and local residents, into and through our Historic Downtown to discover the different historical paintings. This mural, as well as all the other Walldogs murals, will only add to the historic value of our downtown buildings.

Again, sandblasting of bricks will not be used. It is strictly prohibited in this section, as well.

Narrative #4: Sign Guidelines (11.12.095, O)

This section stresses that "**signs should not be the dominant feature of a building** or site, yet they are a **key component to** identifying businesses and **contributing to the livelihood of the street with their individuality.**" This wall mural will not be the dominant feature of the building. The 24' x 19' section of the alley wall is a very small portion of the total face area of this building (again, see Exhibit "B" for view of wall). A historic wall mural will only add to the historic nature of our downtown by educating tourists and local residents about The Dalles' rich history. This mural will only add to the livelihood of our downtown streetscape and will attract tourists.

Guideline 2.h. Murals are not recommended on primary, secondary, and historic buildings as they lessen the integrity of the architecture and damage the building surface.

As stated at the beginning of this narrative, this building is located in The Dalles Commercial Historic district and is classified as Non-Compatible, Non-Contributing. This means that the building was built later than the period of significance for the historic district (late 1800- 1920's) and the building no longer has many of its original features or has been completely modified. There are no real outstanding architectural features that would be lessened by a mural in this location. Since the building is already painted white, a mural painted over the existing paint will not damage the building brick surface. This building is not a primary, secondary, or historic building which means a mural could clearly be supported and approved for this building.

Exhibit "A"
Walldogs Mural Examples



207 West 3rd Street
Oregon Motor Motel Parking Lot



103 East 3rd Street
The Dalles City Hall Parking Lot

Exhibit "B"
Dong Xi, LLC Wall Dimensions



Ms. Fitz Building
South Facing Alley Wall

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Meadow Outdoor
PO Box 331
The Dalles, OR 97058

Wasco County Official Records **2021-005029**
MTG-AGMT
Cnt=1 Stn=1 WASCO COUNTY 11/15/2021 02:08 PM
\$25.00 \$11.00 \$60.00 \$10.00 \$19.00 **\$125.00**



00108299202100050290050057

I, Lisa Gambee, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Property Owner Agreement - Mural Project

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Dong Xi, LLC

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

City of The Dalles

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) - Amount in dollars or other

\$ ~~0~~☐ Other**5) SEND TAX STATEMENTS TO:**N/A**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE:
(If applicable)☐

FULL

☐ PARTIAL**7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**\$ ~~0~~**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT**

PREVIOUSLY RECORDED IN
BOOK _____ **AND PAGE** _____, **OR AS FEE NUMBER** _____."

PROPERTY OWNER AGREEMENT – MURAL PROJECT

THIS AGREEMENT made and executed by and between the City of The Dalles, hereinafter referred to as the "City", and Dong Xi, LLC, an Oregon limited liability company, hereinafter referred to as "Owner", jointly and severally if there is more than one Owner. Owner hereby grants the use of the building located at 320 East Second Street (the building) and the south alley facing wall of the building for the purpose of painting, installing, posting or attaching an artistic mural on the building wall. The real property (the property) where the building is located is described as:

Address: 320 East Second Street Tax Map and Lot 01N 13E 03BD Tax Lot #5200

City: The Dalles County: Wasco State: Oregon.

Legal Description of this property is:

Lots 4, 5 and 6, Block 5, BIGELOW'S ADDITION TO DALLES CITY, in City of The Dalles, County of Wasco and State of Oregon.

WITNESSETH:

WHEREAS, the City is supporting a program whereby the Walldogs, a global mural art collaborative, will paint murals on certain selected buildings in the downtown area of the City;

WHEREAS, the Owner's building is being considered for a mural;

WHEREAS, the Owner recognizes that the purpose of the project, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Owner and therefore desires to have a mural painted on the side of his or her building; and

WHEREAS, The Owners do hereby consent to having the Walldogs paint a mural on the Owner's building.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Owner represents and warrants that he/she is the owner of the property and the building and has the authority to grant permission for the use of the building wall and is fully authorized and empowered to enter into this Agreement.
2. The Owner hereby consents to the Building being used in connection with the Walldogs' mural project and also to having an artist paint a mural on the Building, and in connection therewith the Owner specifically agrees to the following:
 - A. The Owner hereby grants to the City, its agents, the Walldogs, the Main Street Association and its agents and successors, the right to enter upon the Owner's premises to prepare the Owner's building and wall for the mural to be painted by the Walldogs in such dimensions to be determined by the artist.

- B. The Owner hereby grants to the Walldogs the right to paint a mural on the building situated upon the above described premises, including free access to the wall and the use of the property as needed to prepare, paint, install, and maintain the mural.
 - C. The Owner agrees not to paint over or cover the completed mural, nor allow the mural painted by the Walldogs to be obstructed, removed, dismantled, obliterated, or modified in any way without prior authorization of the City.
 - D. After the mural is completed, the Owner hereby grants the Walldogs, the Main Street Association and the City, its employees, agents or contractors, continued access to the Owner's building for the purpose of maintaining the mural.
 - E. The Owner agrees to hold the City, its officers, agents, employees, contractors and the participants in the Walldogs program harmless of and free from all liability, and claims of liability and damages (including attorney fees) arising out of or in connection with the work done on the Owner's building, including but not limited to the preparation work and the painting of the mural and the subsequent maintenance thereof.
 - F. The Owner understands and agrees that the mural is copyrighted artwork and the placement on the Building in no way entitles the Owner to use, at its discretion, the artwork for advertising/profit making purposes, or any other publicity, except as expressly permitted by the City.
- 3. The Walldogs and the Mainstreet Association agrees that all preparation work performed on the Owner's building shall be performed in such a manner so as not to materially damage the structural integrity of the building. Owner acknowledges The Walldogs's right to paint directly on the building walls, or to attach panels to the building which may include drilling holes in the building wall and attaching various fasteners to the building.
 - 4. The parties agree that by entering into this Agreement the City and the Walldogs are not obligated to use the Owner's building for a mural but that this Agreement is a condition precedent for the Owner's building to be considered for a mural, and accordingly the Owner agrees that this Agreement shall be irrevocable in the event the Owner's building is selected for a mural.
 - 5. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and their respective representatives, successors and assigns. The parties understand and agree the provisions of this Agreement shall be covenant running with the land and that the terms hereof shall be included in any deed or contract of sale purporting to convey and legal or equitable interest in the real property described in Exhibit A. This agreement shall be recorded with the Wasco county Clerk's office to make this Agreement a matter of record in connection with the title to the Owners real estate. The City shall not be responsible for the expense of this recording.
 - 6. This Agreement shall be interpreted in accordance with the laws of the State of Oregon. The Jurisdiction and venue for any action arising out of this Agreement Shall be in the Circuit Court in and for Wasco County. In the event either party

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institutes litigation to enforce or recover damages under this Agreement, it is agreed that the prevailing party shall be entitled to recover at trial and on appeal and review, in addition to the amounts ordered by the court, and any damages due hereunder, reasonable attorney's fees and court costs.

7. The Agreement shall be effective immediately upon execution of this Agreement . Subject to a condition subsequent that the Walldogs paint a mural on the Owners building on or before December 20, 2022, this Agreement shall continue for an initial term of 15 years from the date the mural is completed. This agreement shall automatically renew for three successive terms for a period of ten years each, unless this Agreement is terminated as set forth herein. The terms and conditions of any renewal term shall be the same as those for the initial fifteen year term. This agreement may be terminated by the City at the end of the initial fifteen year term or any successive ten year term. This Agreement may also be terminated by the City at any time prior to or after the completion of the painting of a mural for any reason. Under these circumstances the City shall provide written notice of the termination of this Agreement to the Owner and the Walldogs.

8. In the event of fire, accident, strike, delays, floods, acts of God, or other unforeseen causes beyond the reasonable control of the parties that necessitates the loss of the Mural, the Parties hereto release the other from any and all obligations herein contained and from any and all damages that result or may result from the loss of the Mural, other than as specified herein.

Dated this 25th day of Oct, 2021

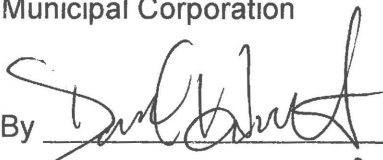
Dong Xi, LLC, an Oregon limited liability company



Yan Xi Ma, Owner
manager

Dated this 27th day of October, 2021

CITY OF The Dalles, Oregon
Municipal Corporation

By 

Its City Manager, Pro-Tem

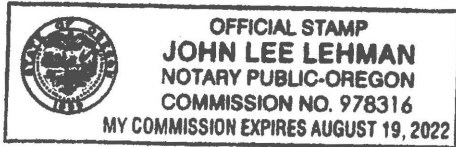
8

State of Oregon)

County of Wasco) ss.

YAN XI MA AS MANAGER OF

Personally, appeared before me DONG XI, LLC, and acknowledged the foreground instrument to be his/her voluntary act and deed.



John Lee Lehman
Notary Public for Oregon

My commission expires: Aug. 19, 2022

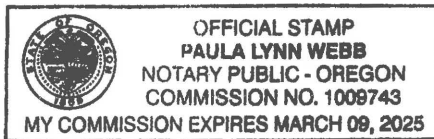
State of Oregon)

County of Wasco) ss.

Daniel Hunter

Pro-Tem

Personally, appeared before me *Julie Krueger*, City Manager for the City of The Dalles, and acknowledged the foreground instrument to be her voluntary act and deed.



Paula Lynn Webb
Notary Public for Oregon

My commission expires: 03/09/25

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United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

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#54 HISTORIC NAME: Vogt Block
COMMON NAME: Vogt Block
ADDRESS: 314-320 East Second Street
RESOURCE TYPE: Building
OWNER'S NAME AND ADDRESS:
Katherine Drabek
7525 NE Irving Street
Portland, Oregon 97213-6262
ASSESSOR'S MAP: 1N-13E-3BD BLOCK: 5 LOT: 4, 5, 6 TAX LOT: 5200
ADDITION: Bigelow Addition
YEAR BUILT: 1900; 1962
ALTERATIONS: Major
STYLE: Altered
USE: Retail
PREVIOUS HISTORIC LISTING: None
CLASSIFICATION: Non-Compatible Non-Contributing

PHYSICAL DESCRIPTION: This one-story building, replacing the majority of a late 19th century structure, is built of concrete with a variety of finishes on the exterior wall. Finish materials include wood, stucco, and brick. The building has a stylized mansard roof form, made of glazed tile, above a concrete barrel vault canopy over the store entrances. The storefront window frames and doors are made of aluminum.

The original structure is evident on the rear elevation. The brick surface is punctuated with tall doors covered with iron shutters. The windows are one over one double-hung wood sash: some of the windows have been boarded over. A smaller rear entrance has Colonial Style doors flanked by fluted pilasters with dentilated capitals. The building is in good condition.

HISTORICAL DATA: The three-story building that once stood on this lot was called the Vogt Block. The building was destroyed in the 1891 fire in The Dalles that destroyed a large portion of the commercial district. By 1900, the Vogt Block had been rebuilt: a two-story building replaced the earlier three-story structure.

In 1909, the building housed several businesses including a clothing, jewelry, piano, drug, crockery, dry goods, and grocery stores. The building also included a theater. The building continued to house a

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National Park Service

National Register of Historic Places Continuation Sheet

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variety of businesses over the years until 1962 when a fire destroyed the upper floor. This building was completely remodeled/rebuilt in 1962, replacing much of the early 20th century structure.

#55 HISTORIC NAME: Schanno Building
COMMON NAME: House of Chin
ADDRESS: 310 E. Second Street
RESOURCE TYPE: Building
OWNER'S NAME AND ADDRESS:
Susan Rende (*maiden name: Schanno*)
c/o John K. & Mui Chin
310 E. Second
Street, The Dalles, Oregon 97058
ASSESSOR'S MAP: 1N-13E-3BD BLOCK: 5 LOT: E. 1/2 Lt. 3 TAX LOT: 5100
ADDITION: Bigelow Addition
YEAR BUILT: 1881
ALTERATIONS: Moderate
STYLE: Vernacular/Italianate
USE: Restaurant
PREVIOUS HISTORIC LISTING: Oregon Statewide Inventory (1976)
CLASSIFICATION: Primary

PHYSICAL DESCRIPTION: The Schanno Building is a two-story brick building, rectangular in plan, measuring 25'x 100'. The second floor of the main (north) elevation is organized with four, one over one, double-hung wood sash windows. The second floor windows have a original fan-shaped decorations at each corner and applied decorative medallions between the windows.

One brick pilaster, with decorative dentilated capital and mid-point decorative medallion, remains on the eastern edge of the elevation. It is repeated on both floors, and intact from the ground to the top of the parapet wall. The facade has a tapered central pediment element that may have been a recessed name block. The first floor has been modified by adding brick to the bulkhead and the enclosure of the transoms. Stucco sheaths the original brick. The roof is built up behind the parapet wall.

The rear (south) retains original elements such as the unstuccoed brick, and one tall door covered with iron shutters. The building is in good condition.