

**CITY OF SANTA ANA  
HISTORIC RESOURCES COMMISSION  
SPECIAL MEETING AGENDA  
OCTOBER 29, 2020  
4:30 P.M.**

**VIRTUAL MEETING**

**ALBERTA CHRISTY**  
*Chair, Ward 4 Representative*

**PHILLIP SCHAEFER**  
*CITYWIDE REPRESENTATIVE*

**EDWARD MURASHIE**  
*WARD 3 REPRESENTATIVE*

**TIM RUSH**  
*VICE-CHAIR, WARD 5 REPRESENTATIVE*

**FELIX RIVERA**  
*PLANNING COMMISSION REP.*



**LAURENCE HITTERDALE**  
*WARD 1 REPRESENTATIVE*

**GINELLE HARDY**  
*WARD 2 REPRESENTATIVE*

**SANDRA PENA SARMIENTO**  
*WARD 6 REPRESENTATIVE*

**VACANT**  
*COMM. REDEV. & HOUSING COMMISSION REP.*

**Minh Thai**  
*Executive Director*

**Lisa E. Storck**  
*Legal Counsel*



**Vince Fregoso**  
*Planning Manager*

**Sarah Bernal**  
*Recording Secretary*

**Si tiene preguntas en español, favor de llamar a Narcee Perez al (714) 667-2260.  
Nếu cần liên lạc bằng tiếng Việt, xin điện thoại cho Tony Lai số (714) 565-2627.**

Translation Services: For translation services in other languages, contact Sarah Bernal at [sbernal@santa-ana.org](mailto:sbernal@santa-ana.org) no later than 48 hours prior to the scheduled meeting. Special Assistance: If you need special assistance to participate in this meeting, please contact Michael Ortiz, ADA Program Coordinator, at (714) 647-5624. Please call prior to the meeting date, to allow the City time to make reasonable arrangements for accessibility to this meeting [Americans with Disabilities Act, Title II, 28 CFR 35.102].

Due to Governor Gavin Newsom's Executive Order and the City Council's Proclamation of Local Emergency, we can no longer offer an in-person meeting location for the community to attend public meetings.

To watch the open meeting.:

- > Visit the City's website [santa-ana.org/city-meetings](http://santa-ana.org/city-meetings) and select the active link for the current Historic Resources Commission meeting
- > Visit the City's YouTube site at [youtube.com/cityofsantaanavideos/live](https://youtube.com/cityofsantaanavideos/live)

To provide a phone comment:

- > **You may comment by phone while the meeting is in progress by calling 669-900-9128. Enter Meeting ID: 315 965 149# when prompted. While the item that you would like to comment on is being discussed, dial \*9 to let us know that you want to speak. You will have 3 minutes to state your name, whether you are in support of or in opposition to the item, and why. If you are calling in and watching YouTube, please turn your volume down on YouTube to limit any feedback when you speak.**

To provide a written comment:

- > You may submit a comment by e-mail at [ecomments@santa-ana.org](mailto:ecomments@santa-ana.org) (reference "Historic Resources Commission Public Comment for Agenda Item No. #" in the subject line). Make sure to include your name, whether you are in support of or in opposition to the item and why. Comments received by 4:00 p.m. on the day of the meeting will be distributed to the Commission prior to the start of the meeting and will also be posted on our website at [www.santa-ana.org/cc/city-meetings](http://www.santa-ana.org/cc/city-meetings). The Clerk will provide a summary report of the comments received on each item. Comments received after 5:00 p.m. may not be distributed to the Commission but will be posted on the City's website at the earliest possible opportunity after the meeting.

## Basic Historic Resources Commission Meeting Information

The Agenda can be found online at  
<https://www.santa-ana.org/cc/city-meetings>

**Agenda:** An agenda is provided for each Commission meeting. The Commission agenda is posted on the posting boards outside the Civic Center entrance and Council Chamber. Meeting agendas and approved minutes are kept current on the City website at [www.santa-ana.org/cc/city-meetings](http://www.santa-ana.org/cc/city-meetings). The items on the agenda are arranged in four categories:

1. **Consent Calendar:** These are relatively minor in nature, do not have any outstanding issues or concerns, and do not require a public hearing. All consent calendar items are considered by the Commission as one item and a single vote is taken for their approval, unless an item is pulled from the consent calendar for individual discussion. There is no public discussion of consent calendar items unless requested by the Commission.
2. **Business Items:** Items in this category are general in nature and may require Commission action. Public input may be received at the request of the Commission. See information for Speaker's Card/Request to Speak on the first page.
3. **Public Hearings:** This category is for case applications that require, by law, a hearing open to public comment because of the discretionary nature of the request. Public hearings are formally conducted and public input/testimony is requested at a specific time. This is your opportunity to speak on the item(s) that concern you. If, in the future, you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing.
4. **Work Study Session:** Items in this category are generally items requiring discussion. No action will be taken. Persons wishing to speak regarding Work Study Session matters should file a "Request to Speak" form with the Recording Secretary.

**Public Hearing Procedure:** The Commission will follow the following procedure for all items listed as public hearing items:

1. The Chair will ask for presentation of the staff report;
2. The Commission will have the opportunity to question staff in order to clarify any specific points;
3. The public hearing will be opened;
4. The applicant/project representative will be allowed to make a presentation, for a maximum of 15 minutes.
5. Members of the audience will be allowed to speak, for a maximum of 3 minutes per speaker.
6. The applicant will be given an opportunity to respond to comments made by the audience;
7. The public hearing will be closed; and
8. Discussion of the proposal will return to the Commission with formal action taken to approve, conditionally approve, deny, or continue review of the application.

**Staff Reports:** Staff reports can be downloaded from the City's website at <https://www.santa-ana.org/cc/city-meetings>. If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact the Planning and Building Agency at 714-667-2732.

**Appeals:** The formal action by the Commission shall become effective after the ten-day appeal period, unless the City Council in compliance with section 41-643, 41-644 or 41-645 holds a public hearing on the matter, then the formal action will become effective on the day following the hearing and decision by the City Council. An appeal from the decision or requirement of the Commission must be filed with the Clerk of the Council and a copy sent to the Planning Department within ten days of the date of the Commission's action. The appeal may be made by any interested party, individual or group. The appeal must be filed with the Clerk of the Council, accompanied by the required filing fee, and a copy sent to the Planning Department, within ten days of the date of the Commission's action, by 5:00 p.m. If the final day to appeal falls on a City Hall observed holiday or a day when City hall is closed, the final day to appeal shall be extended to the next day City Hall is open for public business. Please note: Under California Government Code Sec. 65009, if you challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the Commission or City Council at or before the hearing.

### **Submittal of information for dissemination or presentation at public meetings:**

**Written Materials/Handouts:** Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the Commission. Please provide 15 copies of the information to be submitted and file with the Recording Secretary at the time of arrival to the meeting. This information will be disseminated to the Commission at the time testimony is given.

**Large Displays/Maps/Renderings:** Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the Planning and Building Agency at 714-667-2732 no later than noon on the day of the scheduled meeting.

**Electronic Documents/Audio-Visuals:** Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Planning and Building Agency at 714-667-2732 no later than noon on the day of the scheduled meeting.

**Code of Ethics and Conduct -** The people of the City of Santa Ana, at an election held on February 5, 2008, approved an amendment to the City Charter which established the Code of Ethics and Conduct for elected officials and members of appointed boards, commissions, and committees to assure public confidence. A copy of the City's Code can be found on the Clerk of the Council's webpage. The following are the core values expressed: Integrity · Honesty · Responsibility · Fairness · Accountability · Respect · Efficiency

**Senate Bill 343 -** As required by Senate Bill 343, any non-confidential writings or documents provided to a majority of the Historic Resources Commission members regarding any item on this agenda will be made available for public inspection in the Planning & Building Agency during normal business hours.

**CITY OF SANTA ANA  
HISTORIC RESOURCES COMMISSION  
MEETING AGENDA  
OCTOBER 29, 2020  
4:30 P.M.**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS (non-agenda items):** You may submit written comments by email to [ecomments@santa-ana.org](mailto:ecomments@santa-ana.org) (reference "Historic Resources Commission Public Comment for non-agenda item" in the subject line). The deadline to submit comments is 4:00 p.m. on the day of the meeting. Comments will be viewable on the City Meetings web page. The Clerk will provide a summary report of the comments received. You may comment by phone while the meeting is in progress by calling 669-900-9128. Enter Meeting ID: 315 965 149# when prompted. While the item that you would like to comment on is being discussed, dial \*9 to let us know that you want to speak. Please state your name and comment. You will have 3 minutes to speak.

**CONSENT CALENDAR**

You may submit written comments by email to [ecomments@santa-ana.org](mailto:ecomments@santa-ana.org) (reference "Historic Resources Commission Public Comment for Agenda Item #" in the subject line). The deadline to submit comments is 4:00 p.m. on the day of the meeting. Comments will be viewable on the City Meetings web page. The Clerk will provide a summary report of the comments received. You may comment by phone while the meeting is in progress by calling 669-900-9128. Enter Meeting ID: 315 965 149# when prompted. While the item that you would like to comment on is being discussed, dial \*9 to let us know that you want to speak. Please state your name, whether you are in support or opposition to an item and why. You will have 3 minutes to speak.

**RECOMMENDED ACTION:**      **Approve staff recommendations on the following Consent Calendar Items: A through G.**

**ADMINISTRATIVE MATTERS**

A.      MINUTES FROM THE SPECIAL MEETING HELD ON JULY 30, 2020

**RECOMMENDED ACTION:**      **Approve Minutes.**

B.      EXCUSED ABSENCES

**RECOMMENDED ACTION:**      **Excuse absent commission members.**

**AGREEMENTS**

C.      **HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-16 (MILLS ACT) FOR THE PROPERTY LOCATED AT 2214 NORTH HELIOTROPE DRIVE — Jill Arabe, Case Planner**

**RECOMMENDED ACTION:**      Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Ryan Bruce and Amy Bruce for the property located at 2214 North Heliotrope Drive, subject to non-substantive changes approved by the City Manager and City Attorney

D. **HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-17 (MILLS ACT) FOR THE PROPERTY LOCATED AT 888 NORTH MAIN STREET** — Jill Arabe, Case Planner

**RECOMMENDED ACTION:** Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with 888 TOWER APARTMENTS, LLC, for the property located at 888 North Main Street, subject to non-substantive changes approved by the City Manager and City Attorney

E. **HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-01 (MILLS ACT) FOR THE PROPERTY LOCATED AT 1330 SOUTH BROADWAY** — Jill Arabe, Case Planner

**RECOMMENDED ACTION:** Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Jeffrey Blied for the property located at 1330 South Broadway, subject to non-substantive changes approved by the City Manager and City Attorney

F. **HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-14 (MILLS ACT) FOR THE PROPERTY LOCATED AT 2606 NORTH FLOWER STREET** — Jill Arabe, Case Planner

**RECOMMENDED ACTION:** Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Elliot Cossaboom and Carol Yvette Cossaboom for the property located at 2606 North Flower Street, subject to non-substantive changes approved by the City Manager and City Attorney

G. **HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-04 (MILLS ACT) FOR THE PROPERTY LOCATED AT 2526 NORTH SANTIAGO STREET** — Jill Arabe, Case Planner

**RECOMMENDED ACTION:** Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Jeffrey M. Black and Joni L. Black for the property located at 2526 North Santiago Street, subject to non-substantive changes approved by the City Manager and City Attorney

**\*\*\* END OF CONSENT CALENDAR \*\*\***



## **BUSINESS CALENDAR**

You may submit written comments by email to [ecomments@santa-ana.org](mailto:ecomments@santa-ana.org) (reference "Historic Resources Commission Public Comment for Agenda Item #" in the subject line). The deadline to submit comments is 4:00 p.m. on the day of the meeting. Comments will be viewable on the City Meetings web page. The Clerk will provide a summary report of the comments received. You may comment by phone while the meeting is in progress by calling 669-900-9128. Enter Meeting ID: 315 965 149# when prompted. While the item that you would like to comment on is being discussed, dial \*9 to let us know that you want to speak. Please state your name, whether you are in support or opposition to an item and why. You will have 3 minutes to speak.

**COMMUNICATION DISCLOSURE** - Commissioner disclosure regarding agendized projects.

### **ADMINISTRATIVE MATTERS**

**1. AD HOC COMMITTEE RECOMMENDATION FOR 2020 CITY OF SANTA ANA HISTORIC PRESERVATION AWARDS WINNERS**

**Recommended Action:** Approve Ad Hoc Committee recommendation nominations for 2020 City of Santa Ana Historic Preservation Awards.

**2. HISTORIC RESOURCES COMMISSION BYLAWS AMENDMENT**

**Recommended Action:** Adopt a resolution amending Section 1 (a) of the Historic Resources Commission Bylaws

### **PUBLIC HEARING**

**APPEAL OF HISTORIC RESOURCES COMMISSION ACTIONS:** The Commission decision on the below matter/s is/are final unless appealed within 10 days of the decision by any interested party or group (refer to the Basic Meeting Information page for more information). **NOTICE:** Legal notice was published in the Orange County Reporter on October 19, 2020 and notices were mailed at least 10 days prior.

**3. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-10, HISTORIC REGISTER CATEGORIZATION NO. 2020-09, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-12 - Pedro Gomez, Case Planner**

**LOCATION:** 920 North Louise Street (historically known as the Clem-Koentopp House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Key for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this project is designed in a manner consistent with the Secretary of Interior's Standards. Categorical Exemption No. ER-2020-75 will be filed for this project.

#### **RECOMMENDED ACTIONS:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-10 and Historic Register Categorization No. 2020-09; and

- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Valerie J. Boulter, subject to non-substantive changes approved by the City Manager and City Attorney

**4. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-02, HISTORIC REGISTER CATEGORIZATION NO. 2020-01, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-02- Pedro Gomez, Case Planner**

**LOCATION:** 936 West River Lane (historically known as the Harold T. Segerstrom House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application, historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Landmark for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-59 will be filed for this project.

**RECOMMENDED ACTIONS:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-02 and Historic Register Categorization No. 2020-01; and
- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Paul E. Sanford and Jeffrey J. Lemay, subject to non-substantive changes approved by the City Manager and City Attorney

**5. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-03, HISTORIC REGISTER CATEGORIZATION NO. 2020-02, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-03 - Pedro Gomez, Case Planner**

**LOCATION:** 2352 North Riverside Drive (historically known as the Barnhill-McDowell House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application, historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-62 will be filed for this project.

**RECOMMENDED ACTIONS:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-03 and Historic Register Categorization No. 2020-02; and
- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Kevin A. and Lauren L. Marshall, subject to non-substantive changes approved by the City Manager and City Attorney.

**6. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-04, HISTORIC REGISTER CATEGORIZATION NO. 2020-03, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-06- Pedro Gomez, Case Planner**

**LOCATION:** 2320 North Heliotrope Drive (historically known as the W.S. Spicer House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application, historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-64 will be filed for this project.

**RECOMMENDED ACTIONS:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-04 and Historic Register Categorization No. 2020-03; and
- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Matthew D. and Leigh A. Mohler, subject to non-substantive changes approved by the City Manager and City Attorney

**7. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-12, HISTORIC REGISTER CATEGORIZATION NO. 2020-11, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-15 - Pedro Gomez, Case Planner**

**LOCATION:** 2109 North Rosewood Avenue (historically known as the D.K. Thomas House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application, historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-73 will be filed for this project.

**RECOMMENDED ACTIONS:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-12 and Historic Register Categorization No. 2020-11; and
- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Richard S. Frankenstein, subject to non-substantive changes approved by the City Manager and City Attorney

**8. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-09, HISTORIC REGISTER CATEGORIZATION NO. 2020-08, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-11 - Pedro Gomez, Case Planner**

**LOCATION:** 2042 N Victoria Drive (historically known as the Hamilton-Schoppert House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application, historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-68 will be filed for this project.

**RECOMMENDED ACTIONS:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-09 and Historic Register Categorization No. 2020-08; and
- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Andres and Lynda Matzkin, subject to non-substantive changes approved by the City Manager and City Attorney

**9. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-11, HISTORIC REGISTER CATEGORIZATION NO. 2020-10, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-13 - Pedro Gomez, Case Planner**

**LOCATION:** 1805 North Louise Street (historically known as the Young-Keeler House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application, historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-74 will be filed for this project.

**RECOMMENDED ACTIONS:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-11 and Historic Register Categorization No. 2020-10; and
- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Timothy J. and Jeanice S. Barker, subject to non-substantive changes approved by the City Manager and City Attorney

**10. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-06, HISTORIC REGISTER CATEGORIZATION NO. 2020-05, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-08 - Pedro Gomez, Case Planner**

**LOCATION:** 1015 West River Lane (historically known as the E.M. Crawford House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application, historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Landmark for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-66 will be filed for this project.

**RECOMMENDED ACTIONS:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-06 and Historic Register Categorization No. 2020-05; and
- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Camron E. and Phyllis A. Bussard, subject to non-substantive changes approved by the City Manager and City Attorney

**11. HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-05, HISTORIC REGISTER CATEGORIZATION NO. 2020-04, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-07-** Pedro Gomez, Case Planner

**LOCATION:** 2447 North Heliotrope Drive (historically known as the M.E. LeSourd House) located in the Single Family Residential (R-1) zoning district.

**REQUEST:** The applicant is requesting approval of a historic resources commission application, historic register categorization, and historic property preservation agreement to allow the placement and categorization in the Santa Ana Register of Historical Properties as Key for the above-mentioned property and to execute a historic property preservation agreement with the City of Santa Ana.

**ENVIRONMENTAL IMPACT:** In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-65 will be filed for this project.

**RECOMMENDED ACTION:**

- a) Adopt a resolution approving Historic Resources Commission Application No. 2020-05 and Historic Register Categorization No. 2020-04; and
- b) Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Sara Camm-Turrietta and Tracie Turrietta, subject to non-substantive changes approved by the City Manager and City Attorney

**\*\*\*END OF BUSINESS CALENDAR\*\*\***

**COMMENTS**

**12. STAFF COMMENTS**

- Update on Historic Resources Commission Recommendations to the City Council.

**13. COMMISSION MEMBER COMMENTS**

**ADJOURNMENT** - The next regular meeting of the Historic Resources Commission will be held on Thursday, January 7, 2021 at 4:30 p.m.

**ACTION MINUTES OF THE ADJOURNED SPECIAL MEETING OF THE  
HISTORIC RESOURCES COMMISSION  
OF THE CITY OF SANTA ANA**

**JULY 30, 2020**

**CALLED TO ORDER**

COUNCIL CHAMBER  
22 CIVIC CENTER PLAZA  
SANTA ANA, CALIFORNIA  
4:37 P.M.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

COMMISSIONERS Present:  
ALBERTA CHRISTY, *Chair*  
GINELLE HARDY  
LAURENCE HITTERDALE  
EDWARD MURASHIE  
SANDRA PENA-SARMIENTO  
TIM RUSH  
PHIL SCHAEFER, *Vice Chair*

COMMISSIONERS Absent:  
FELIX RIVERA

STAFF Present:  
MINH THAI, *Executive Director*  
VINCE FREGOSO, *Planning Manager*  
LISA STORCK, *Assistant City Attorney*  
MELANIE MCCANN, *Senior Planner*  
PEDRO GOMEZ, *Associate Planner*  
SARAH BERNAL, *Recording Secretary*

**PUBLIC COMMENTS (on non-agenda items):** Recording Secretary reported that written communication regarding the Cypress Fire Station was received.

**CONSENT CALENDAR**

*Item B moved to the end of the calendar*

A. MINUTES FROM THE SPECIAL MEETING HELD ON JUNE 4, 2020

**MOTION: Approve Minutes.**

**MOTION:** SCHAEFER     **SECOND:** HARDY

**VOTE: AYES:** CHRISTY, HARDY, HITTERDALE, MURASHIE, RUSH,  
PENA-SARMIENTO, SCHAEFER (7)





## **ADMINISTRATION**

2. **NOMINATION OF TWO HISTORIC RESOURCES COMMISSIONERS TO PARTICIPATE IN THE 2020 CITY OF SANTA ANA HISTORIC PRESERVATION AWARDS AD HOC COMMITTEE** – Pedro Gomez, Case Planner

**MOTION:** Nominate Commissioners Hitterdale and Pena-Sarmiento.

**VOTE:** Motion passed 8:0:1 (Rivera absent).

3. **ELECTION OF OFFICERS FOR THE HISTORIC RESOURCES COMMISSION FOR THE 2020 – 2021 TERM**

**MOTION:** Elect Commissioner Christy as Chairperson for the 2020-2021 term.

**VOTE:** Motion passed 8:0:1 (Rivera absent).

**MOTION:** Elect Commissioner Rush as Vice-Chairperson for the 2020-2021 term.

**VOTE:** Motion passed 8:0:1 (Rivera absent).

**\*\*\*END OF BUSINESS CALENDAR\*\*\***

## **WORK STUDY CALENDAR**

4. **GENERAL PLAN UPDATE / HISTORIC PRESERVATION ELEMENT DISCUSSION** – Melanie McCann

PowerPoint presentation included information on the following.

- Purpose & Elements
- Timeline of Events
- Historic Preservation Element
  - Document Organization
  - Policy Framework
  - Implementation Plan
  - Historic Resources
  - Environmental Justice
- Goal 1: Historic Areas & Resources
- Goal 2: Cultural & Historic Resources
- Goal 3: Historic Preservation
- Next Steps



**Commissioner Rush**

- Thanked Chair Christy for speaking on behalf of the Historic Resources Commission at the City Council meeting; pleased that action is being taken on historic vacant properties.

**Commissioner Pena-Sarmiento**

- Thanked Commission; thanked residents for submitting written comments; hopes to preserve all historic properties.

**Vice Chair Schaefer**

- Commented on alternative uses for the Cypress Fire Station; would like to adjourn the meeting in memory of Rob Richardson.

**Chair Christy**

- Thanked Commission and staff; pleased that action is being taken on historic vacant properties; spoke highly of Rob Richardson.

**ADJOURNED IN MEMORY OF ROB RICHARDSON**

**6:23 P.M.** The next meeting of the Historic Resources Commission will be on October 1, 2020 at 4:30 p.m.

Sarah Bernal  
Recording Secretary

# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

**OCTOBER 29, 2020**

**TITLE:**

**HISTORIC PROPERTY PRESERVATION AGREEMENT  
NO. 2020-16 (MILLS ACT) FOR THE PROPERTY  
LOCATED AT 2214 NORTH HELIOTROPE DRIVE**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

## **RECOMMENDED ACTION**

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Ryan and Amy Bruce for the property located at 2214 North Heliotrope Drive, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

## **Request of Applicant**

Ryan and Amy Bruce are requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 2214 North Heliotrope Drive that is currently listed on the Santa Ana Register of Historical Properties.

## **Project Location and Site Description**

The subject property, known as the Haster-Dempsay House, consists of an existing one-story Ranch House style residence that is approximately 3,667 square feet in size on a 16,752-square-foot residential lot (Exhibit 2). The home was added to the Santa Ana Register of Historical Properties in 2007 and categorized as "Contributive."

## **Analysis of the Issues**

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties. The property is listed on the Santa Ana Register of Historical Properties and categorized as Contributive, making it eligible for a Mills Act agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different

valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

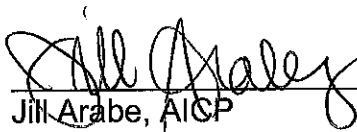
- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2004, the Historic Resources Commission placed the Haster-Dempsey House on the historical register and within the Contributive category. Character-defining features of the Haster-Dempsey House determined architecturally significant included: materials and finishes (brick, stucco, horizontal wood board siding); low pitched dutch-gable roof with wide overhanging eaves; brick chimney; metal casement windows; and front entry porch. The Haster-Dempsey House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it exemplifies distinguishing characteristics of the Ranch House style and "contributes to the overall character and history" of Santa Ana. Additionally, the house was categorized as Contributive because it "is a good example of period architecture" in the Floral Park neighborhood.

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

### **CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-72 will be filed for this project.

  
\_\_\_\_\_  
Jill Arabe, AICP  
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\2214 N. Heliotrope Drive - Haster-Dempsey House\Staff Report - 2214 N Heliotrope Drive.docx

- Exhibits
- 1 - Mills Act Agreement
  - 2 - 500' Radius Map
  - 3 - Site Photos – 2214 N Heliotrope Drive

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Ryan Bruce and Amy Bruce, Husband and Wife as Joint Tenants**, (hereinafter collectively referred to as “Owner”), owners of real property located at **2214 North Heliotrope Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2214 North Heliotrope Drive, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.



- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **2214 North Heliotrope Drive**, Assessor Parcel Number, **002-082-41**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying

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

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Ryan Bruce and Amy Bruce  
2214 North Heliotrope Drive  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
RYAN BRUCE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
AMY BRUCE

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 35, EXCEPTING THE NORTH 2.30 FEET THEREOF, AND THE NORTH 49.30 FEET OF LOT 34 IN BLOCK "A" OF TRACT NO. 1035, AS SHOWN ON A MAP RECORDED IN BOOK 33, PAGE 46, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

**Assessor's Parcel Number: 002-082-41**



# EXECUTIVE SUMMARY

**Haster - Dempsay House**  
**2214 North Heliotrope Drive**  
**Santa Ana, CA 92706**

NAME	Haster - Dempsay House			REF. NO.
ADDRESS	2214 North Heliotrope Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1953	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	3	CALIFORNIA REGISTER STATUS CODE	5S1	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

**SUMMARY/CONCLUSION:**

The Haster - Dempsay House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the Ranch House style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Santa Ana, and, as an intact example of the Ranch House style in the Floral Park neighborhood, "is a good example of period architecture" (Municipal Code, Section 30-2.2).

<b>EXPLANATION OF CODES:</b>	
<ul style="list-style-type: none"> <li>• <u>California Register Criteria for Evaluation:</u> (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)</li> </ul>	
<b>3:</b>	It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
<ul style="list-style-type: none"> <li>• It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.</li> </ul>	
<b>5S1:</b>	Individual property that is listed or designated locally.

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(s) or number (assigned by recorder) *Haster - Dempsay House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*b. USGS 7.5' Quad *TCA 1725*

\*c. Address *2214 North Heliotrope Drive*

\*e. Other Locational Data: Assessor's Parcel Number *002-082-41*

\*a. County *Orange County*

Date: *March 3, 2015*

City *Santa Ana*

Zip *92706*

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

*Located in Floral Park, this is a one-story single-family residence on a large parcel, sited with a deep setback and constructed in a Ranch House style. A three-car garage is located a few feet behind (south of) the south elevation of the residence and is attached by an open breezeway. The house and garage delineate an irregularly shaped plan, which once embraced a generously sized rear patio that has since been enclosed and converted into a family room. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, gable-on-hip ("dutch gable") roof with wide, overhanging, enclosed eaves. The exterior of the house is clad in a combination of brick, smooth stucco, and horizontal wood board (clapboard) siding. A small front entry is located off-center and sheltered under the main roof of the residence characterized by a single wood column, with a cushion capital, that supports the roof overhang. The entry exhibits a modern, two-panel front door with a single sidelight and side-panel. A large metal-framed picture window is located along the front façade with a large central panel and two-side sections of multiple lights. Additional metal-framed casement windows also appear in the east façade, in addition to the and north and south sections of the façade. An interior brick chimney rises above the roof ridgeline. Alterations to the house include the removal of original wood roof shingles, paint, enclosure of the original rear patio, rear bedroom extension, and the addition of an additional unit attached to the rear of the three-car garage. The residence retains much of its historical integrity and original design features that are commonly found in a Ranch House style. Other than the noted changes, the house appears intact and is in good condition.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



**P5b. Photo:** (view and date)  
*East elevation, view west  
 January 2020*

\*P6. Date Constructed/Age and Sources:  historic  
*1953/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Ryan and Amy Bruce  
 2214 North Heliotrope Drive  
 Santa Ana, CA 92706*

\*P8. Recorded by:  
*Pedro Gomez, AICP  
 20 Civic Center Plaza M-20  
 Santa Ana, CA 92702*

\*P9. Date Recorded:  
*January 23, 2020*

\*P10. Survey Type:  
*Intensive Survey Update*

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

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)



**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: *Haster - Dempsay House*

- B1. Historic Name:** *Haster - Dempsay House*  
**B2. Common Name:** *Same*  
**B3. Original Use:** *Single-Family Residence*      **B4. Present Use:** *Single-Family Residence*  
**\*B5. Architectural Style:** *Ranch House*  
**\*B6. Construction History:** (Construction date, alterations, and date of alterations): *Constructed 1953*

*January 9, 1954. Plastering for H.J. Lamb by Sorenson.*  
*February 5, 1979. Extend bedroom and closet (224 sq. ft.) by Dempsay, owner. \$5,712.*  
*March 13, 1979. Enclose existing patio and convert to den/family room for Dempsay, owner. \$5,000.*  
*December 11, 1995. Reroof – apply built-up roof and remove wood shingle to apply wood shakes. \$4,590.*  
*November 13, 2002. Reroof with tear off of wood shakes to apply fiberglass shingles. \$15,000.*  
*November 9, 2017. Structural repairs to existing garage roof framing. \$10,000.*  
*June 18, 2018. Legalize accessory dwelling unit attached to rear of three-car garage.*  
*October 8, 2018. Interior remodel – kitchen, relocate pantry, relocate interior wall to convert (e) living room into a bedroom, remodel 2 (e) bedrooms, relocate coat closet and add wine closet to foyer. \$75,000.*

**\*B7. Moved?**    No    Yes    Unknown    Date: \_\_\_\_\_    Original location: \_\_\_\_\_

**\*B8. Related Features:** *None.*

B9a. Architect: *Unknown*      b. Builder: *Unknown*

**\*B10. Significance: Theme** *Residential Architecture*      **Area** *Santa Ana*  
**Period of Significance:** *1953*      **Property Type:** *Single-Family Residence*      **Applicable Criteria:** *C/3*  
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

*The Haster - Dempsay House is architecturally significant as an early and characteristic example of Ranch House style. It was built in 1953 and the first known residents were Hugo Jay (H.J.) Lamb and Mary E. Lamb, who resided on the property for only a year. Carl H. Benning, a retiree, and his wife Elsie G. Benning, resided on the property from 1954-1957. Thomas Haster and his wife Ann K. Haster resided on the property in 1957. Ann K. Haster continued to live on the property until 1972, 27-years after Thomas Haster's passing in 1945. John G. Dempsay and Linda Dempsay (formerly Linda Blowers) purchased the property after Mrs. Haster's death. Linda Dempsay was the daughter of Floyd A. Blower and Margaret F. Blower who were an Orange County pioneer family, settling in Tustin in the late 1800's. John and Linda Dempsay resided on the property until 1996 when the property was sold to Robert E. and Jeanette Wilde. According to city directories, Robert E. Wilde resided on the property until his passing in 2017.*

(See Continuation Sheet 3 of 3.)

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

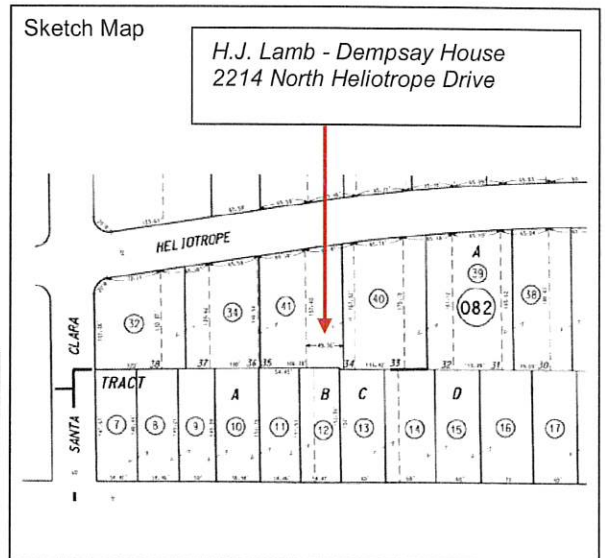
**\*B12. References:**

*City of Santa Ana Building Permits  
 Santa Ana History Room Collection, Santa Ana Public Library  
 Sanborn Maps  
 (See Continuation Sheet 3 of 3.)*

B13. Remarks:

**\*B14. Evaluator:** *Pedro Gomez, AICP/City of Santa Ana*

(This space reserved for official comments.)



\*Date of Evaluation: *January 23, 2020*



**\*B10. Significance (continued):**

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Haster - Dempsay House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. This neighborhood is northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of oranges, avocados, and walnuts and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (*Orange County Register*, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (*Orange County Register*, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival.*

*The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.*

*In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2018) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.*

*The Haster - Dempsay House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the Ranch House style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Santa Ana, and, as an early and intact example of the Ranch House style in the Floral Park neighborhood, "is a good example of period architecture." Character defining features of the Haster - Dempsay House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood board siding); low pitched dutch-gable roof with wide overhanging eaves; brick chimney; metal casement windows; and front entry porch.*

**\*B12. References (continued):**

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Hess, Alan. Ranch House. New York: Harry N. Abrams, Inc. 2004*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*"Alison Honer Dies at 84," The Santa Ana Journal, September 21, 1981.*  
*"Builder of Honer Plaza Dies," Orange County Register, September 15, 1981.*  
*"History of Floral Park." <http://www.floral-park.com/page2.html>.*  
*Santa Ana and Orange County Directories, 1940-1979.*  
*Talbert, Thomas B. (editor). The Historical Volume and Reference Works: Orange County. Whittier, CA: Historical Publishers, 1963.*

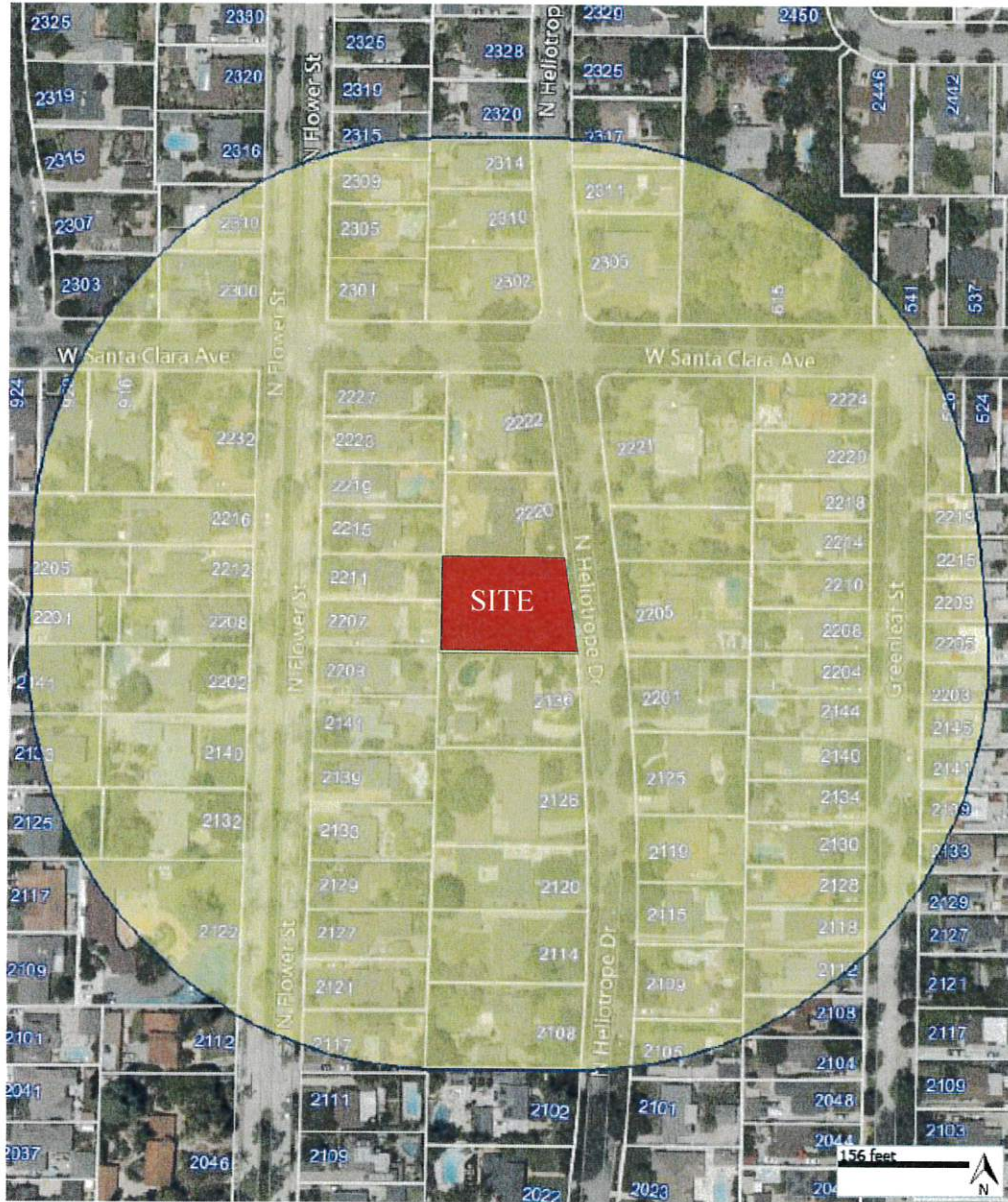
Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.





500' RADIUS

HPPA 2020-16  
 2214 NORTH HELIOTROPE DRIVE  
 HASTER-DEMPSAY HOUSE

PLANNING AND BUILDING AGENCY

EXHIBIT 2





HPPA 2020-16  
HASTER-DEMPSAY HOUSE  
2214 NORTH HELIOTROPE DRIVE  
SITE PHOTOS  
EXHIBIT 3



# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**HISTORIC PROPERTY PRESERVATION AGREEMENT  
NO. 2020-17 (MILLS ACT) FOR THE PROPERTY  
LOCATED AT 888 NORTH MAIN STREET**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

## **RECOMMENDED ACTION**

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with 888 TOWER APARTMENTS, LLC, for the property located at 888 North Main Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

## **Request of Applicant**

888 TOWER APARTMENTS, LLC, a Delaware limited liability company, is requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing commercial building located at 888 North Main Street that is currently listed on the Santa Ana Register of Historical Properties.

## **Project Location and Site Description**

The subject property, known as the Security Bank Building, consists of an existing ten-story New Formalism style building that is approximately 114,365 square feet in size on a 60,468-square-foot commercial lot (Exhibit 2). The commercial building was added to the Santa Ana Register of Historical Properties in 2017 and categorized as "Landmark."

## **Analysis of the Issues**

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties. The property is listed on the Santa Ana Register of Historical Properties and categorized as Landmark, making it eligible for a Mills Act agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different

valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:


- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2017, the Historic Resources Commission placed the Security Bank Building on the historical register and within the Landmark category. Character-defining features of the Security Bank Building determined architecturally significant included: its massing, with a nearly square, tower set atop a podium with side wings; symmetrical composition; two and ten-story height; flat roofs, edged by broad fasciae; roof overhangs at the side pavilions; exterior materials and textures, including concrete skin of the tower, pebble dash finish of the arcade, anodized aluminum window, door and wall frames, and fluted surfaces along a portion of the first floor; organization and articulation of bays; ground floor arcade; and shallow front courtyard. The Security Bank Building qualified for listing under Criterion 4 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it embodied the post-World War II evolution of Santa Ana as the financial headquarters of Orange County and association with Security Bank, a historical Southern California financial institution. Additionally, the building was categorized as Landmark for its "unique architectural significance" as an example of the New Formalism style of architecture designed by master architect Welton Becket and Associates.

The property has no identified unauthorized modifications. It is currently undergoing renovations for the adaptive reuse of the building for multifamily residential. Construction is anticipated to be completed before the end of the year. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

### **CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-76 will be filed for this project.

  
\_\_\_\_\_  
Jill Arabe, AICP  
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\888 N. Main Street - Security Bank Building\Staff Report - 888 N Main Street.docx

Exhibits      1 - Mills Act Agreement  
                  2 - 500' Radius Map  
                  3 - Site Photos – 888 North Main Street

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **888 TOWER APARTMENTS, LLC, a Delaware limited liability company**, (hereinafter collectively referred to as “Owner”), owners of real property located at **888 North Main Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **888 North Main Street, Santa Ana, CA, 92701** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

e. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **888 North Main Street**, Assessor Parcel Number, **005-185-30**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed,

delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: 888 TOWER APARTMENTS, LLC, a Delaware limited liability company  
888 North Main Street  
Santa Ana, CA 92701

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the



operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
888 TOWER APARTMENTS, LLC,  
a Delaware limited liability company

**APPROVED AS TO FORM:**

SONIA CARVALHO  
City Attorney

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

The Land referred to herein below is situated in the City of Santa Ana, County of Orange, State of California, and is described as follows:

THAT PORTION OF THE LAND ALLOTTED TO JACOB ROSS, IN DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, RECORDED IN BOOK "B" OF JUDGMENTS OF THE 17TH JUDICIAL DISTRICT COURT OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK "E" OF SPURGEONS ADDITION TO SANTA ANA, AS PER MAP RECORDED IN BOOK 1 PAGE 56 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE WEST 250.00 FEET ALONG THE NORTH LINE OF SAID BLOCK, AND PROLONGATIONS THEREOF, TO THE EAST LINE OF SYCAMORE STREET, AS PER MAP RECORDED IN BOOK 1 PAGE 65 OF SAID MISCELLANEOUS MAPS; THENCE NORTH ALONG SAID EAST LINE TO THE LINE DESCRIBED IN BOUNDARY LINE AGREEMENT BETWEEN WAYLAND WOOD AND MARTHA M. MEDLOCK, AND OTHERS, RECORDED APRIL 11, 1936 IN BOOK 819, PAGE 197, OFFICIAL RECORDS OF SAID ORANGE COUNTY; THENCE EASTERLY ALONG SAID AGREEMENT LINE TO THE WEST LINE OF MAIN STREET, AS SHOWN ON SAID MAPS; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT THE STRIP OF LAND LYING SOUTH OF THE DIVIDING LINE ESTABLISHED IN THE AGREEMENT BETWEEN LYDIA C. SMART AND THE FIRST NATIONAL BANK OF SANTA ANA, RECORDED DECEMBER 14, 1931 IN BOOK 522 PAGE 341, OF SAID OFFICIAL RECORDS, SAID STRIP TO TERMINATE WESTERLY ON A LINE PARALLEL WITH AND EASTERLY 125.00 FEET FROM SAID EAST LINE OF SYCAMORE STREET.

**Assessor's Parcel Number: 005-185-30**

# EXECUTIVE SUMMARY

**Security Bank Building  
888 North Main Street  
Santa Ana, CA 92701**

NAME	Security Bank Building			REF. NO.
ADDRESS	888 North Main Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1964-1965		LOCAL REGISTER CATEGORY: Landmark	
HISTORIC DISTRICT	None		NEIGHBORHOOD	North Main Commercial Corridor
CALIFORNIA REGISTER CRITERIA FOR EVALUATION		A/1 & C/3	CALIFORNIA REGISTER STATUS CODE	3S

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** New Formalism

New Formalism began in the 1960s as a rejection of the strict Modernism that had stripped buildings of all ornamentation. New Formalism employed highly stylized forms based on Classical precedents in terms of building proportion and scale, and featured strict symmetry and the suggestion of columns and entablatures. Flat-roofed, frequently with a heavy, overhanging roof slab, New Formalist buildings featured smooth exteriors of concrete, stone, or marble. The usually single volume buildings were either rectangular or circular and often set on podiums. The use of a colonnade as a compositional device, the introduction of arches (often elliptical), and the use of ornamental screens of concrete, metal, and stone also characterize New Formalist buildings. At the same time, buildings designed in a New Formalist style made use of new technologies that allowed for a more plastic and fluid use of concrete. The style was popularized nationally by architects Minoru Yamasaki and Edward Durrell Stone, as well as by Southern California architects including Welton Becket and Associates and Pereira and Associates.

**SUMMARY/CONCLUSION:**

The Security Bank Building qualifies for listing on the Santa Ana Register of Historical Properties under Criterion 4 for its embodiment of the post-World War II evolution of Santa Ana as the financial headquarters of Orange County and its historical association with a historical southern California financial institution, Security Bank. It also qualifies for listing on the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the New Formalism style of architecture and under Criterion 2 as the work in Santa Ana of a notable architect, Welton Becket and Associates, whose work influenced architectural development. Additionally, the property has been categorized as "Landmark" because "it has an historical/cultural significance to the city" for its role in the historical development of Santa Ana as a financial center and its association with Security Bank, and because "it has a unique architectural significance" as an example of the New Formalism style of architecture designed by master architect Welton Becket and Associates.

**EXHIBIT B**

**EXPLANATION OF CODES:**

- California Register Criteria for Evaluation: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)

**3S:** Eligible for the National Register.

- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

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 6 Resource name(s) or number (assigned by recorder) *Security Bank Building*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*b. USGS 7.5' Quad *TCA 1725*

\*c. Address *888 North Main Street*

\*e. Other Locational Data: Assessor's Parcel Number *005-185-30*

\*a. County *Orange County*

Date: *August 28, 2017*

City *Santa Ana*

Zip *92701*

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

*The Security Bank building occupies several lots on the west side of North Main Street, between Civic Center Drive and 10<sup>th</sup> Street. The property extends west to Sycamore Street, where a surface parking lot is located. Designed in the New Formalism style, the ten-story building consists of an eight-story tower set upon an arcaded, two-story podium. The tower is flat-roofed with a broad fascia; a mechanical penthouse is set back from the roof edges and not visible from nearby streets. Of concrete construction, the exterior walls of the tower are characterized by bays of windows, deeply set within slightly segmental-arched openings, resulting in a honeycomb appearance. Each bay contains a pair of dark-tinted, anodized aluminum-framed windows, separated by a molded concrete mullion. Piers, distinguished from the mullions by their broader width, define ten bays on the east (façade) and west (rear) elevations and nine bays on the north and south (side) elevations. A single groove also marks each pier while similar grooves subtly define each story. The corners of the tower are fenestrated rather than defined by piers. Each elevation is symmetrical and nearly identical in appearance.*

(See Continuation Sheet 3 of 6.)

\*P3b. Resource Attributes: (list attributes and codes) *HP7. 3+ story commercial building*

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



\*P5b. Photo: (view and date)

*View southwest (east and north elevations)  
 August 23, 2017*

\*P6. Date Constructed/Age and

Sources:  historic  
*1964-1966/City of Santa Ana Building Permits*

\*P7. Owner and Address:

*Eastcom Corp  
 888 North Main Street  
 Santa Ana, CA 92701*

\*P8. Recorded by:

*Leslie Heumann/Chattel Inc., for the  
 City of Santa Ana  
 20 Civic Center Plaza M-20  
 Santa Ana, CA 92702*

\*P9. Date Recorded:

*August 28, 2017*

\*P10. Survey Type:

*Intensive Survey Update*

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

*Kaplan Chen Kaplan. Statement of Significance and Description of the Security Bank Building, 888 North Main Street.  
 No date (circa 2017).*

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)

**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: *Security Bank Building*

B1. Historic Name: *Security Bank Building*

B2. Common Name: *Same*

B3. Original Use: *Multi-story Commercial*

B4. Present Use: *Vacant*

\*B5. Architectural Style: *New Formalism*

\*B6. Construction History: (Construction date, alterations, and date of alterations): Constructed 1964-1966  
October 14, 1964, #7744. [Building]. Carter Co., owner and contractor. \$2,700,00.  
August 12, 1964. #7295. Foundation only for office building. Carter Co. \$100,000.  
August 17, 1964. #7333. Shoring for basement. Carter Co. \$68,000.  
March 16, 1965. #926. Plastering.  
May 12, 1965. #9635. 2<sup>nd</sup> floor partitions. Carter Co. \$4,000.

(See Continuation Sheet 3 of 6.)

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Welton Becket and Associates*

b. Builder: *Carter Company*

\*B10. Significance: Theme *Commercial Development and Commercial Architecture* Area *Santa Ana*

Period of Significance: *1964-1966* Property Type: *Multi-story Commercial* Applicable Criteria: *A/1 and C/3*

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

The Security Bank Building is historically significant for its association with post-World War II development of downtown Santa Ana as the financial headquarters of Orange County and for representing the history of Security Bank, a southern California financial institution for over 100 years. It is also architecturally significant for its New Formalist design by master architect Welton Becket and Associates. In October 1964, the Carter Company applied for a building permit to construct a ten-story bank and office building on Main Street with an estimated value of \$2,700,000. The Carter Company, based in Los Angeles and incorporated in 1956, initially functioned solely as a builder of office and industrial buildings, adding ownership and development to their portfolio in the 1960s. Other projects of the company included 3075 Wilshire Boulevard and the Wilshire Court Financial Center, both high-rise buildings in Los Angeles. Building permits for the Main Street property suggest that the shell of the building was completed first, and then as interior spaces were leased, interior partitions were added. The building was described by the *Los Angeles Times* as adding a "10-story sculptured profile to [the] Santa Ana skyline ("Sculptured Look," *Los Angeles Times*, April 3, 1966, page 120). When the building opened in November 1966, the value of the property was reportedly \$5,000,000. From 1967 through 1996, the building housed professional tenants, including attorneys, insurance agents, investigators, and accountants, as well as the bank. Orange County leased the entire building in 1996 from then owner Eastcom of Newport Beach for a variety of public services. Although numerous interior renovations

(See Continuation Sheet 3 of 6.)

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

\*B12. References:

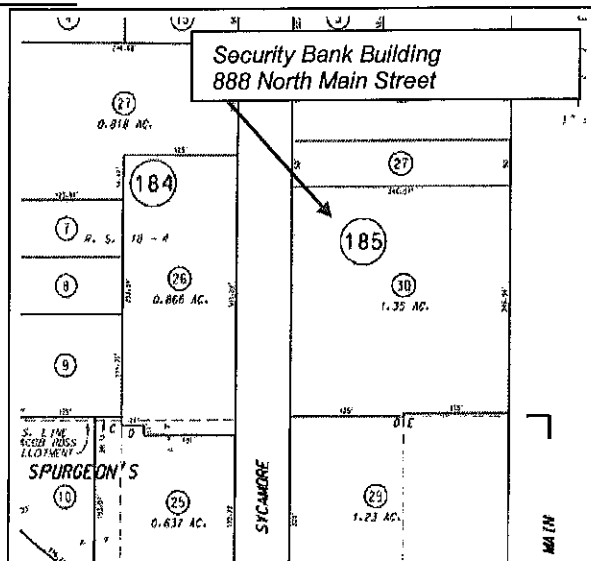
- City of Santa Ana Building Permits
  - Santa Ana History Room Collection, Santa Ana Public Library
  - Sanborn Maps
- (See Continuation Sheet 4 of 6.)

B13. Remarks:

\*B14. Evaluator: *Leslie Heumann*

\*Date of Evaluation: *August 28, 2017*

(This space reserved for official comments.)



**\*P3a. Description (continued):**

*The ground level podium is divided into three parts: one-story, flat-roofed wings that extend beyond the tower on the north and south and the set-back, central base of the tower. The roofs of the side wings extend beyond the building to form a canopy over the sidewalk. A continuous arcade of segmental arches carried on broad piers spans the central section. Pebble-dash surfaces characterize the arcade, while the first floor of the building, including the side wings, consists almost entirely of window walls framed by anodized aluminum. Currently (2017), some of these windows are missing. The shallow courtyard created by the central setback is paved with large squares of cement or terra cotta tiles; some of these appear to have been replaced. Two young palm trees are planted within the courtyard and are the sole landscaping of the property. Other than the current construction, the property appears to be in relatively good condition and retains a high degree of integrity.*

**\*B6. Construction History (continued):**

*August 19, 1965. #10472. Metal face sign for Pacific Southwest Realty. \$9,000  
August 27, 1965. #10562. 1 wall sign and 2 post signs for E. F. Hutton. \$1,500.  
September 1, 1965. #10582. Interior partitions and entrance door. Carter Co. \$5,000.  
October 20, 1965. 2 wall signs. \$2,400.  
November 25, 1965. #11250. Interior partitions, 3<sup>rd</sup> floor. Carter Co. \$2,000.  
December 8, 1965. #11332. Interior partitions, 9<sup>th</sup> floor. Carter Co. \$2,000.  
December 9, 2017. #11338. Interior partitions, 9<sup>th</sup> floor. Carter Co. \$1,400.  
January 12, 1966. #11529. Interior partitions, 3<sup>rd</sup> and 4<sup>th</sup> floors. Carter Co. for Telephone and Telegraph Co. \$20,000.  
January 14, 1966. #11546. Fire Sprinkler system for Security Bank. \$20,000.  
January 25, 1966. #11657. Interior alterations on 5<sup>th</sup> and half of 6<sup>th</sup> floor. Carter Co. \$5,000.  
February 15, 1966. #11762. Interior partitions, 8<sup>th</sup> floor. Carter Co. \$1,000.  
May 24, 1966. #12667. May 24, 1966. Interior partitions, basement. Carter Co. \$15,000.  
May 24, 1966. #12668. May 24, 1966. Interior partitions, 10<sup>th</sup> floor. Carter Co. \$2,000.  
May 25, 1966. #12684. Electric pole sign. Carter Co. \$2,000.  
June 21, 1966. #12878. Interior partitions. Carter Co. \$1,000.  
July 22, 1966. #13090. Interior partitions, 6<sup>th</sup> floor. Carter Co. \$2,000.  
September 19, 1966. #13479. Interior partitions. 9<sup>th</sup> floor. Carter Co. \$5,000.  
October 10, 1966. #13611. Interior partitions, 8<sup>th</sup> floor. Carter Co. \$3,000.  
October 20, 1966. #13667. Interior partitions, 1<sup>st</sup> floor. Carter Co. \$15,000.  
October 28, 1966. #13710. Interior partitions, 10<sup>th</sup> floor. Carter co. \$1,000.  
November 18, 1966. #13822. Wall signs for Transamerica Title. \$1,800.*

*The building opened in November 1966. It had already been reported 70 percent occupied in July 1966. Nonetheless, work on interior partitions continued as various tenants moved into the building or required remodeling. Between January 1967 and August 1988, 22 building permits were issued for interior partitions. Between 1970 and 1993, another 38 permits were issued for various interior remodel and tenant improvements. The building permit files do not contain records for the period between 1994 and 2003. The building was partially re-roofed in 2003. There are currently several building permit applications pending for adaptive reuse.*

**\*B10. Significance (continued):**

*were made over the years to accommodate a variety of tenants, the exterior of the building, with the exception of the removal of signage (and the current removal of ground floor windows), has remained remarkably unaltered, as photographs from 1966 and 2008 attest.*

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Early growth was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. Also in 1886, Santa Ana incorporated as a city, and in 1889, the city was selected as the seat of the newly created County of Orange. The city grew outwards from the core, with residential neighborhoods developing around the city center and agricultural uses predominating in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Security Bank Building is in the North Main Commercial Corridor, located between the French Park and Willard neighborhoods in the northwest quadrant of the city. The corridor area is bounded Interstate 5 on the north, the eastern property lines of Main Street on the east, Civic Center Drive on the south, and Broadway on the west. By the end of the*



**\*B10. Significance (continued):**

1880s, Santa Ana's downtown business district was defined by five city blocks of brick commercial buildings on Fourth Street. By 1906, commercial development had begun to spring up on surrounding and intersecting streets. The 1906 Sanborn maps of North Main Street show a handful of commercial buildings south of 10<sup>th</sup> Street, mostly in proximity to the Fourth Street corridor, plus a few churches and the high school, but the remainder of the buildings on the street at that time were single-family residences. During the 1920s new construction along north/south arterials such as Main Street and Broadway extended the footprint of downtown even further. The 1949 Sanborn maps illustrate a street well on its way to transforming from primarily residential to mostly commercial uses. While some formerly residential properties were reused as offices, clinics, and retail establishments, other commercial properties were built for the purpose. The west side of Main Street, between Church (Civic Center) and 10<sup>th</sup> Street was home to one-story buildings housing used car sales, a gas station and auto repair shop, and furniture shop.

The post-World War II years witnessed tremendous growth and prosperity in most southern California communities including Santa Ana, obliterating the remaining agricultural properties and cementing Main Street's new identity as a commercial thoroughfare. A late 1960s Santa Ana Chamber of Commerce annual report rhapsodized: "the striking new structures looming up out of the Civic Center and the handsome high-rises adding luster to the business districts are graphic testimony to Santa Ana's growing importance as the professional and financial center of Orange County." The Chamber of Commerce added, "modern high-rise buildings mushrooming on North Main Street and in other businesses point to Santa Ana's increasingly important position as a regional headquarters for major banking and insurance firms. Among the banks basing regional offices here are Bank of America, Bank of California, First Western, Security Pacific National, southern California First National, United California and Crocker Citizens." The report concludes that "Santa Ana's prominence as the financial center of Orange County and its housing of all the major county government and judicial offices are further positive reasons for its emergence as a 'headquarters city'" (Circa 1967 Chamber of Commerce Annual Report quoted in Kaplan Chen Kaplan, page 2).

The Security Bank Building in Santa Ana was constructed as the Orange County headquarters for the Security Bank. Security Bank was founded in 1889 by Joseph Sartori as the Security Savings Bank and Trust Company in Los Angeles. Its early growth was fueled by acquisitions of its competitors, six before World War I. By 1927, the bank began offering a new product, installment mortgage loans. With the 1929 merger with First National Bank, an immense new financial institution was born, Security First National Bank, with 157 branch offices and \$600 million in assets. Another competitor, the historic Farmers and Merchants Bank of Los Angeles, was acquired in 1956. The name of the bank had been shortened to Security Bank by 1966. Another merger, with the San Francisco bank Pacific National in 1968, resulted in a new name, Security Pacific National Bank. By 1989 the bank was the fifth largest in the United States. This era of growth was reversed in the following years as the bank dealt with setbacks by scaling back operations. In 1991-1992 Security Pacific merged with Bank of America and ceased to exist as an independent entity after 103 years of operation.

Architect Welton Becket and Associates, one of the most important architectural firms to emerge from southern California during the twentieth century, designed the Orange County Security Bank headquarters in Santa Ana. According to a recent historical report about the building (Kaplan Chen Kaplan, page 4):

Architect Welton Becket and his firm, Welton Becket and Associates, is credited with transforming the cityscape of postwar Southern California with their modern commercial and institutional designs. The Getty Institute describes Becket as "an acclaimed architect whose iconic designs defined the built environment of Los Angeles in the midtwentieth century."

As early as the 1930s, Becket embraced the philosophy of "total design," where the architect is responsible for all aspects of design including site planning, engineering, interior spaces and finishes, as well as landscaping.

Becket graduated from the University of Washington with a Bachelor of Architecture degree in 1927. The next year he studied in France at the Ecole des Beaux-Arts. His early positions included Chief designer for C. Waldo Powers (1929-1932); and partnerships including Plummer, Wurdeman & Becket, (1933-1938) and Wurdeman & Becket (1938-1949) located in Los Angeles. [Wurdeman and Becket were the designers of the Buffums Department Store, built across the street from the Security Bank site at 909 North Main Street in 1949-1950.]

Becket's prolific partnership with Walter Wurdeman ended due to Wurdeman's untimely death in 1949. In 1949 Becket established Welton Becket and Associates and grew the firm by designing for corporate and institutional clients. The firm was solely owned by Becket and

**\*B10. Significance (continued):**

became an example of the newly emerging corporate architectural firm. Before his death in 1969, Becket's firm was one of the largest in the country with around 500 employees. Becket met with all clients, checked all designs and plans and visited job sites. Becket attracted and retained skilled designers who he lead [sic] with his vision of architecture working along the continuum of Modern styles from Streamline Moderne, Later Moderne, and International Style.

By the 1960s Welton Becket and Associates was the nation's largest architectural office. Becket and his firm are responsible for dozens of Southern California's significant Modern structures of the postwar era, including the Capitol Records Tower (1956); the Cinerama Dome, the world's first concrete geodesic dome (1964); and the Los Angeles Music Center (1964-1969), Beverly Hilton Hotel (1953-55); Security Pacific National Bank, Westwood (1967); UCLA, various campus buildings (1959-1968); master plan for Century City.

In 1952 Becket was elected a Fellow of the American Institute of Architects. Becket and his firm received dozens of local, national and international awards for design and implementation of their designs.

The Security Bank Building is an example of one of the Modern architecture substyles that emerged in response to the perceived sterility and ahistoricism of the International Style. New Formalism began in the 1960s and employed proportions, massing, articulation, and detailing derived from Classicism, including symmetry and the suggestion of columns and entablatures. Flat-roofed, frequently with a heavy, overhanging roof slab, New Formalist buildings featured smooth exteriors of concrete, stone, or marble. The usually single volume buildings were either rectangular or circular and often set on podiums. The use of a colonnade as a compositional device, the introduction of arches (often elliptical), and the use of ornamental screens of concrete, metal, and stone also characterize New Formalist buildings. At the same time, buildings designed in a New Formalist style made use of new technologies that allowed for a more plastic and fluid use of concrete. The style was popularized nationally by architects Minoru Yamasaki and Edward Durrell Stone, as well as by Southern California architects including Welton Becket and Associates and Pereira and Associates.

The Security Bank Building qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4 for its embodiment of the post-World War II evolution of Santa Ana as the financial headquarters of Orange County and its historical association with a historical Southern California financial institution, Security Bank. It also qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the New Formalism style of architecture and under Criterion 2 as the work in Santa Ana of a notable architect, Welton Becket and Associates, whose work influenced architectural development. Additionally, the property has been categorized as "Landmark" because "it has a historical/cultural significance to the city" for its role in the historical development of Santa Ana as a financial center and its association with Security Bank and because "it has a unique architectural significance" as an example of the New Formalism style of architecture designed by master architect Welton Becket and Associates. Character defining features of the Security Bank Building include: its massing, with a nearly square, tower set atop a podium with side wings; symmetrical composition; two and ten-story height; flat roofs, edged by broad fasciae; roof overhangs at the side pavilions; exterior materials and textures, including concrete skin of the tower, pebble dash finish of the arcade, anodized aluminum window, door and wall frames, and fluted surfaces along a portion of the first floor; organization and articulation of bays; ground floor arcade; and shallow front courtyard.

**\*B12. References (continued):**

- Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.  
Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.  
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.  
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.  
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.  
Whiffen, Marcus. *American Architecture Since 1780*. Cambridge: MIT Press, 1969.  
Santa Ana and Orange County Directories, 1905-2017.  
Ancestry.com  
Newspapers.com (*Santa Ana Register*) and Proquest (*Los Angeles Times*).

**\*B12. References (continued):**

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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 6 of 6

Resource Name: *Security Bank Building*

\*Recorded by *Leslie Heumann*

\*Date *August 28, 2017*

Continuation     Update

*Kaplan Chen Kaplan. Statement of Significance and Description of the Security Bank Building, 888 North Main Street. No date (circa 2017).*  
*("Sculptured Look," Los Angeles Times, April 3, 1966, page 120*  
*"Security Pacific: A History," Los Angeles Times, April 22, 1992.*  
*Santa Ana Chamber of Commerce Annual Report 1967. Santa Ana Public Library, History Room Vertical Files.*  
*"Welton Becket Architectural Drawings and Photographs, 1930-1969,"*  
*[http://primo.getty.edu/primo\\_library/libweb/action/diDisplay.do?vid=GRI&afterPDS=true&institution=01GRI&docId=GE\\_TTY\\_ALMA21134581100001551](http://primo.getty.edu/primo_library/libweb/action/diDisplay.do?vid=GRI&afterPDS=true&institution=01GRI&docId=GE_TTY_ALMA21134581100001551).*

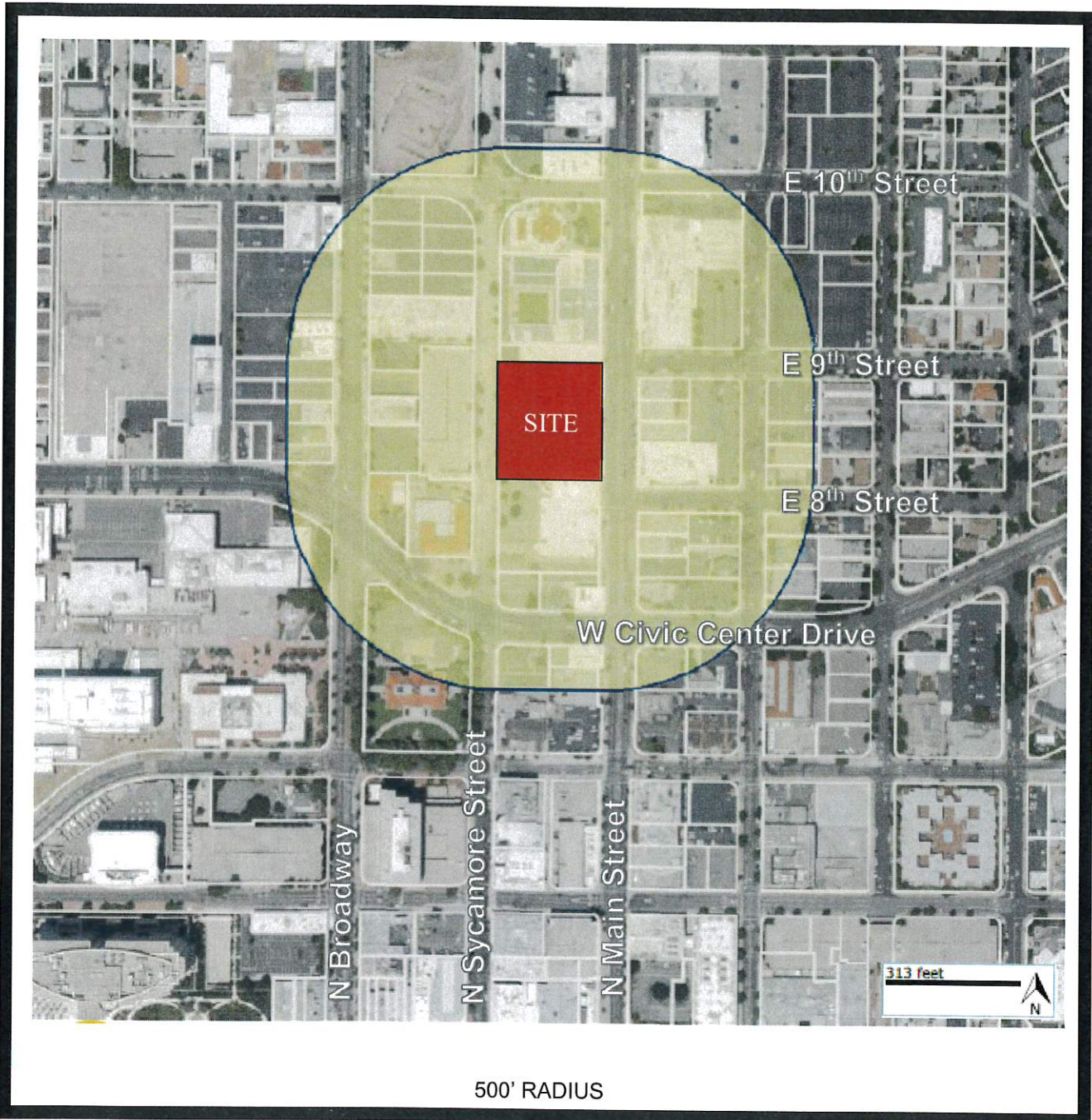
Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



HPPA 2020-17  
888 NORTH MAIN STREET  
SECURITY BANK BUILDING

PLANNING AND BUILDING AGENCY





HPPA-2020-17  
SECURITY BANK BUILDING  
888 NORTH MAIN STREET  
SITE PHOTOS  
EXHIBIT 3

# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

**OCTOBER 29, 2020**

**TITLE:**

**HISTORIC PROPERTY PRESERVATION AGREEMENT  
NO. 2020-01 (MILLS ACT) FOR THE PROPERTY  
LOCATED AT 1330 SOUTH BROADWAY**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

## **RECOMMENDED ACTION**

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Jeffrey Blied for the property located at 1330 South Broadway, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

## **Request of Applicant**

Jeffrey Blied is requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 1330 South Broadway that is currently listed on the Santa Ana Register of Historical Properties.

## **Project Location and Site Description**

The subject property, known as the Wahl House, consists of an existing one-story Storybook variant of the English Revival style residence that is approximately 1,522 square feet in size on a 7,375-square-foot residential lot (Exhibit 2). The home was added to the Santa Ana Register of Historical Properties in 2004 and categorized as "Contributive."

## **Analysis of the Issues**

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties. The property is listed on the Santa Ana Register of Historical Properties and categorized as Contributive, making it eligible for a Mills Act agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different



valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2004, the Historic Resources Commission placed the Wahl House on the historical register and within the Contributive category. Character-defining features of the Wahl House determined architecturally significant included: materials and finishes (stucco); roof configuration and treatment (gables and turret); massing and composition; original doors and windows; patio; chimney; architectural detailing; original interior finishes and features; and garage. The Wahl House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it embodied the "distinguishing characteristics of an architectural style or period." Additionally, the house was categorized as Contributive because it "contributes to the overall character and history" of Wilshire Square and "is a good example of period architecture" as an example of the Storybook variant of the English Revival style.

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

### **CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-60 will be filed for this project.



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Jill Arabe, AICP  
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\1330 S. Broadway - Wahl House\Staff Report - 1330 S Broadway.docx

- Exhibits
- 1 - Mills Act Agreement
  - 2 - 500' Radius Map
  - 3 - Site Photos – 1330 S Broadway

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

---

### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Jeffrey Blied, A Married Man as his sole and separate property**, (hereinafter collectively referred to as “Owner”), owners of real property located at **1330 South Broadway, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **1330 South Broadway, Santa Ana, CA, 92707** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **1330 South Broadway**, Assessor Parcel Number, **013-162-18**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed,

delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Jeffrey Blied  
1330 South Broadway  
Santa Ana, CA 92707

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the

operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}



**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JEFFREY BLIED

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

Real Property in the City of Santa Ana, County of Orange, State of California, described as follows:

LOT 8, BLOCK 16 OF TRACT 352, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 15 AND 16 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number: 013-162-18**

# EXECUTIVE SUMMARY

**WAHL HOUSE**  
**1330 South Broadway**  
**Santa Ana, CA 92707**

NAME	Wahl House			REF. NO.
ADDRESS	1330 South Broadway			
CITY	Santa Ana	ZIP	92707	ORANGE COUNTY
YEAR BUILT	1930	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Wilshire Square	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	5S1	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Late Nineteenth and Twentieth Century Revivals/ Other: English Revival

A simplification of the Tudor Revival, which reached its height of popularity during the 1920s and 1930s, the English Revival drew upon the English country house for its inspiration. English Revival homes usually feature stucco walls and gable roofs of steep but not exaggerated pitch. A characteristic sloped roof treatment incorporates uneven rakes, with one side of a gable extending a greater distance than the other, sometimes changing the angle of slope in the process. Arches may be used for windows and doors, and, unlike their Tudor cousins, are rounded rather than pointed. Windows are usually clustered in groups on the façade and are often multi-paned casement in type. Almost exclusively a residential style, English Revival buildings are nearly always asymmetrical in composition. A “storybook” variant of the English Revival, characterized by a deliberately eclectic and picturesque quality often focused on the roof treatment, found a particularly receptive audience in southern California.

**SUMMARY/CONCLUSION:**

The Wahl House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion I, as a building with the “distinguishing characteristics of an architectural style or period.” Additionally, the house has been categorized as “Contributive” because it “contributes to the overall character and history” of Wilshire Square and “is a good example of period architecture” as an example of the Storybook variant of the English Revival style (Municipal Code Section 30-2.2).”

<b>EXPLANATION OF CODES:</b>	
<ul style="list-style-type: none"> <li><b>National Register Criteria for Evaluation:</b> (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation) <ul style="list-style-type: none"> <li><b>C:</b> that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.</li> </ul> </li> <li><b>National Register Status Code:</b> (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation) <ul style="list-style-type: none"> <li><b>5S1</b> Is separately listed or designated under an existing local ordinance, or is eligible for such listing or designation.</li> </ul> </li> </ul>	

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 4 Resource name(s) or number (assigned by recorder) *Wahl House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*a. County *Orange County*

\*b. USGS 7.5' Quad *Tustin TCA 2555*

Date: \_\_\_\_\_

\*c. Address *1330 South Broadway*

City *Santa Ana*

Zip *92707*

\*e. Other Locational Data: *Assessor's Parcel Number: 013-162-18; N TR 352 Block: 16 Lot: 8*

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

*Abundant shrubbery, vines, and trees create a romantic cottage setting for this one-story, Storybook residence. The roof treatment, incorporating front and side gables and a turret over an octagonal bay, is the focal point of the design. A weathervane perched on the peak of the turret provides an additional element of whimsy. Stucco covers the exterior walls. Fenestration includes a tripartite window with a Tudor-arched head that is centered below the front gable on the north section of the façade and a band of double hung sash windows in the bay below the turret on the south end of the façade. The entry is recessed within a south-facing arch that opens onto a small patio created by the projections of the front-gabled and turreted wings. Other details, including a rear garage, are difficult to see due to the dense vegetation. Building permit records suggest that the house is substantially unaltered.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-family Property*

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

P5a. Photo



**P5b. Photo:** (view and date)

*East elevation  
 October 2003*

\*P6. Date Constructed/Age and

Sources:  historic  
*1930/ Source: City of Santa Ana  
 Building Permits*

\*P7. Owner and Address:

*Marc La Font  
 1330 South Broadway  
 Santa Ana, CA 92707*

\*P8. Recorded by:

*Leslie J. Heumann  
 SAIC  
 35 S. Raymond Ave. # 204  
 Pasadena, CA 91105*

\*P9. Date Recorded:

*November 3, 2003*

\*P10. Survey Type:

*Intensive Survey*

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

*None.*

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record

Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record

Artifact Record  Photograph Record  Other (list)

**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: *Wahl House*

- B1. Historic Name: *Wahl House*
- B2. Common Name: *Same*
- B3. Original Use: *Single-family Residence*
- B4. Present Use: *Single-family Residence*

\*B5. Architectural Style: *Storybook variant of the English Revival*

\*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed in 1930.*

*March 24, 1930. Residence and garage.*  
*March 26, 1993. Replace sliding glass door with French doors.*  
*December 2, 1994. Reroof house and garage without tear off. New composition roofing.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features:

*Garage.*

B9a. Architect: *Unknown*

b. Builder: *R. R. Lutes*

\*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *circa 1920-1954* Property Type: *Single-family Residence*

Applicable Criteria: **C**

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

*The Wahl House is architecturally significant as an unusually picturesque example of the Storybook variant of the English Revival style, one of several variations on this theme in the Wilshire Square neighborhood. Sometimes labeled by their builders as "artistic homes," these houses often featured an eclectic blend of medieval English and Norman French traditions. This seven-room house was built for Fred C. Wahl, a plumber with the Russell Plumbing Company, in 1930 for an estimated cost of \$6,000. Included in the 1989 Wilshire Square Home Tour, the interior of the house features original finishes, hardware, lighting, and built-ins. The cottage garden has been pictured in Sunset magazine and other publications.*

(See Continuation Sheet 3 of 4.)

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

\*B12. References:

*City of Santa Ana Building Permits*  
*Santa Ana History Room Collection, Santa Ana Public Library*  
*Sanborn Maps*

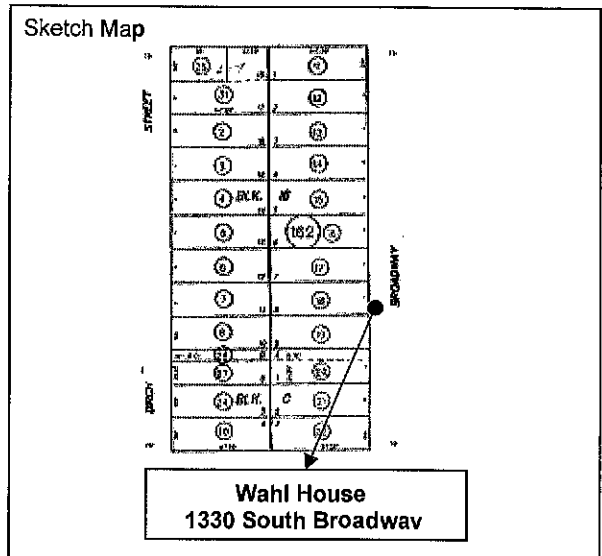
(See Continuation Sheet 4 of 4.)

B13. Remarks:

\*B14. Evaluator: *Leslie J. Heumann*

\*Date of Evaluation: *November 3, 2003*

(This space reserved for official comments.)



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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 3 of 4

Resource Name or # (Assigned by recorder) *Wahl House*

\*Recorded by *Leslie J. Heumann, SAIC*

\*Date *November 3, 2003*     Continuation     Update

**\*B10. Significance (continued):**

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods initially developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Wahl House is located in Wilshire Square, a neighborhood located south of the city center and bounded by West McFadden Avenue on the north, West Edinger Avenue on the south, South Main Street on the east, and South Flower Street on the west. This area remained agricultural in use into the early twentieth century, the landscape dotted with walnut and orange groves. The 1912 plat map of Santa Ana showed South Main Street and Fairview Avenue (now McFadden Avenue) as the only streets in the area, with the majority of the property held by a few landowners: N. Palmer, H. K. Hanson, O'Brien, and Lewis.*

*Development of Wilshire Square began circa 1923, when newspaper advertisements for newly subdivided lots costing between \$635.00 and \$1,875.00 boasted "five foot sidewalks, curbs, electricity, gas, sewer, city water and ornamental trees" (*Santa Ana Register*, April 12, 1923). By 1923, all of Flower, Garnsey, Van Ness, Ross, and Borchard and portions of the remaining streets had been laid out. Lathrop Junior High School, designed by architect Frederick Eley in 1921 (demolished circa 1970), was constructed on the southwest corner of Fairview and Main and became an anchor of the neighborhood. In 1925, over 65 homes had been built in Wilshire Square, according to a count of addresses listed in the city directories. A 1927 map indicated that the area was zoned for single-family residences, except the east side of Sycamore, which was set aside for "courts and apartments," apparently as a buffer for the "neighborhood business" zone on South Main Street. By 1930, maps of the City showed that, with the exception of a gap between Borchard and Edinger Avenues on Birch, Broadway, and Sycamore, all the streets in Wilshire Square were in place. Mapped by the Sanborn Company between 1931 and 1940, the neighborhood was substantially developed prior to the beginning of World War II.*

*Built in three phases, Wilshire Square primarily showcases the revival architectural styles popular during the first phase, circa 1923 to 1931, when 326 homes were built: variations of the Tudor Revival, the Spanish Colonial Revival, and the Colonial Revival. A handful of Craftsman bungalows completed the picture. A second phase, from 1935 to 1942, marked the recovery from the Great Depression and the war preparation years, and resulted in another 171 homes. The post World War II building boom added 91 homes, many in the newly popular California Ranch style. Enhanced by the canopies of mature trees that line many of the streets, Wilshire Square developed as a middle class neighborhood of white and blue collar workers. Homes were both owner and speculator built, and, regardless of style, are unified by their one-story height, scale, common setbacks, and the placement of detached garages in the rear of each property. Retaining these qualities today (2003), the neighborhood was recognized for excellence in urban design by the Orange County Chapter of the American Institute of Architects in 1997.*

*The Wahl House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the "distinguishing characteristics of an architectural style or period." The Storybook design, particularly the incorporation of a turreted bay that suggests a tower, is a fine illustration of the taste for fantasy that characterized much of Southern California architecture during the 1920s and 1930s. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Wilshire Square and "is a good example of period architecture" as an example of the Storybook variant of the English Revival style. Character defining exterior features of the Wahl House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration and treatment (gables and turret); massing and composition; original doors and windows; patio; chimney; architectural detailing; original interior finishes and features; and garage.*



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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 4 of 4

Resource Name or # (Assigned by recorder) *Wahl House*

\*Recorded by *Leslie J. Heumann, SAIC*

\*Date *November 3, 2003*

Continuation  Update

**\*B12. References (continued):**

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Historic maps in the collection of the History Room of the Santa Ana Public Library.*  
*Santa Ana and Orange County Directories, 1905-1931.*  
*Santa Ana Register, April 12, 1923.*  
*"Vintage Santa Ana Right On Track." The Register, January 13, 1990.*  
*"Neighbors Gear Up For Big Project." Los Angeles Times, August 6, 1992.*  
*"Neighborliness Lives On Wilshire Square's Streets." Los Angeles Times, October 5, 1996.*  
*"Wilshire Square—A Profile in Pride of Ownership." City Line, July/August 2001.*  
*Wilshire Square Neighborhood Association, Home Tour Brochures, 1989-1994.*  
[www.wilshiresquare.com](http://www.wilshiresquare.com)  
[www.geocities.com/Heartland/3383/aia.htm](http://www.geocities.com/Heartland/3383/aia.htm)

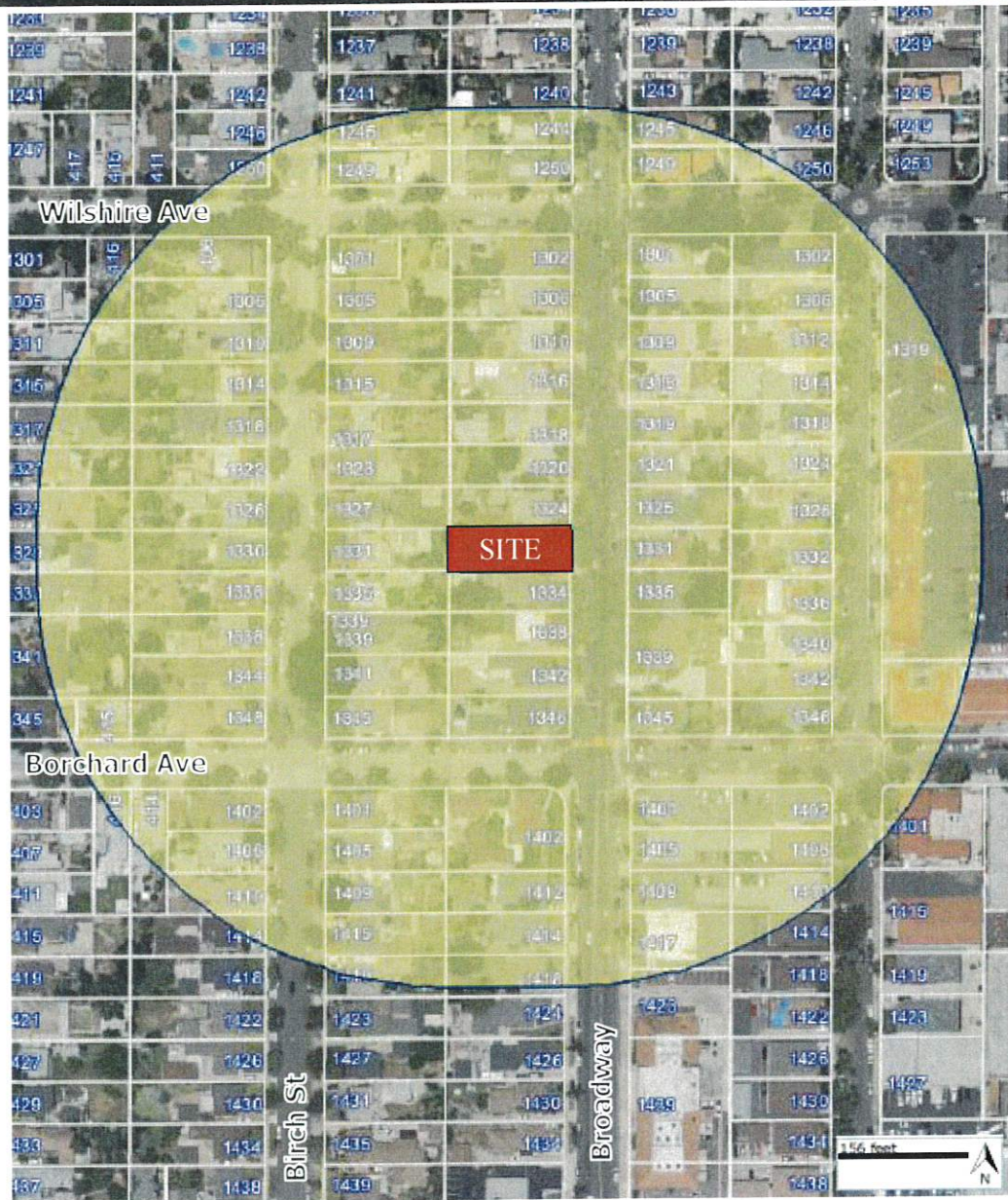


Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.

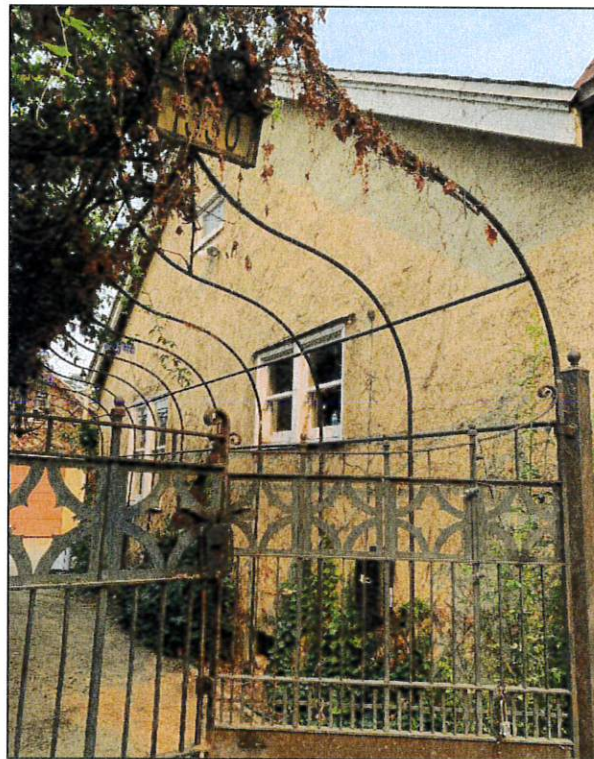


500' RADIUS

HPPA 2020-01  
 1330 SOUTH BROADWAY  
 WAHL HOUSE

PLANNING AND BUILDING AGENCY





HPPA-2020-01  
WAHL HOUSE  
1330 SOUTH BROADWAY  
SITE PHOTOS  
EXHIBIT 3



# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

**OCTOBER 29, 2020**

**TITLE:**

**HISTORIC PROPERTY PRESERVATION AGREEMENT  
NO. 2020-14 (MILLS ACT) FOR THE PROPERTY  
LOCATED AT 2606 NORTH FLOWER STREET**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

## **RECOMMENDED ACTION**

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Elliot Cossaboom and Carol Yvette Cossaboom for the property located at 2606 North Flower Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

## **Request of Applicant**

Elliot and Carol Cossaboom are requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 2606 North Flower Street that is currently listed on the Santa Ana Register of Historical Properties.

## **Project Location and Site Description**

The subject property, known as the M. W. Peterson House, consists of an existing one-story Colonial Revival style residence that is approximately 910 square feet in size on a 6,250-square-foot residential lot (Exhibit 2). The home was added to the Santa Ana Register of Historical Properties in 2007 and categorized as "Contributive."

## **Analysis of the Issues**

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties. The property is listed on the Santa Ana Register of Historical Properties and categorized as Contributive, making it eligible for a Mills Act agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different

valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:


- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2007, the Historic Resources Commission placed the M.W. Peterson House on the historical register and within the Contributive category. Character-defining features of the M.W. Peterson House determined architecturally significant included: materials and finishes (clapboard); roof configuration and detailing; massing; original windows and doors and their surrounds where extant; entry; and architectural details such as the entry hood and attic vents. The M.W. Peterson House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it "is a good example of period architecture." Additionally, the house was categorized as Contributive because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and is an intact and characteristic example of a 1920s Colonial Revival style home.

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

### **CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-70 will be filed for this project.

  
\_\_\_\_\_  
Jill Arabe, AICP  
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\2606 N. Flower Street\Staff Report - 2606 N Flower Street.docx

- Exhibits
- 1 - Mills Act Agreement
  - 2 - 500' Radius Map
  - 3 - Site Photos – 2606 N Flower Street



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Elliot Cossaboom and Carol Yvette Cossaboom, Spouses as Joint Tenants**, (hereinafter collectively referred to as “Owner”), owners of real property located at **2606 North Flower Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2606 North Flower Street, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **2606 North Flower Street**, Assessor Parcel Number, **001-244-25**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying

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

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Elliot Cossaboom and Carol Yvette Cossaboom  
2606 North Flower Street  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}



**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ELLIOT COSSABOOM

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CAROL YVETTE COSSABOOM

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

the real property in the City of Santa Ana, County of Orange, State of California, described as:

THAT PORTION OF THE NORTH 50.00 FEET OF THE SOUTH 100.00 FEET, MEASURED ALONG THE EAST LINE, OF LOT 10 OF THE POTTS, BORDEN AND SIDWELL TRACT, AS PER MAP RECORDED IN BOOK 4 PAGE 624, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, LYING EAST OF TRACT NO. 1824, AS PER MAP RECORDED IN BOOK 53 PAGES 10 AND 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE WEST 35.00 FEET THEREOF.

ALSO EXCEPT THE EAST 40.00 FEET THEREOF

**Assessor's Parcel Number: 001-244-25**

# EXECUTIVE SUMMARY

**M. W. PETERSON HOUSE**  
**2606 North Flower Street**  
**Santa Ana, CA 92706**

NAME	M. W. Peterson House			REF. NO.
ADDRESS	2606 North Flower Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1927	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Morrison/Eldridge Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	3	CALIFORNIA REGISTER STATUS CODE	5S1	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Colonial Revival

The most universal of all American domestic building styles, the Colonial Revival has been popular since the 1876 Centennial celebration in Philadelphia stimulated a patriotic interest in the American architectural past. Whether drawing upon Georgian, Federal, or Dutch Colonial prototypes, Colonial Revival buildings feature rectangular building plans and designs which are usually symmetrical, or at least highly regular and balanced, in composition. Roofs are commonly side-gabled, hipped, or gambreled, sometimes accented with dormers. Porches, one or two stories in height, are often included, mostly as central focal points, and frequently incorporate classical elements such as columns, pilasters, and entablatures. Doorways are adorned with classical surrounds and pediments; sidelights, transoms, and fanlights are not uncommon. Windows are typically double-hung sash, with multiple lights in the upper sash. French doors and Palladian windows are also utilized. Depending on location, Colonial Revival buildings have wood, brick, or stucco exteriors (McAlester, 320-326).

**SUMMARY/CONCLUSION:**

The M. W. Peterson House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the distinguishing characteristics of the 1920s Colonial Revival style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and, as an intact and characteristic example of a 1920s Colonial Revival style home, "is a good example of period architecture" (Municipal Code, Section 30-2.2).

**EXPLANATION OF CODES:**

- **California Register Criteria for Evaluation:** (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)
  - 3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- **California Register Status Code:** (From California Office of Historic Preservation, December 8, 2003.)
  - 5S1:** Individual property that is listed or designated locally.

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 4 Resource name(s) or number (assigned by recorder) *M. W. Peterson House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*a. County *Orange County*

\*b. USGS 7.5' Quad *TCA 0054*

Date:

\*c. Address *2606 North Flower Street*

City *Santa Ana*

Zip *92706*

\*e. Other Locational Data: Assessor's Parcel Number *001-244-25*

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

*Simplicity and near symmetry identify the Colonial Revival inspiration for this one-story cottage. Side-gabled, the roof has shallow eaves. Narrow clapboard sheathes the residence. Louver vents pierce the gable ends. The focal point of the design is the central entry, announced by a front-gabled hood supported on decoratively carved brackets. A twelve-light fixed sash window south of the entry may have been a replacement; its bracketed ledge at the sill level and a scalloped surround are more typical of later decades. North of the entry, a pair of double-hung sash windows display a Craftsman influence in the arrangement of muntins in the upper sashes. Slightly extended lintels also suggest the Craftsman style. A one-story, front-gabled and clapboard garage is located in the rear of the property. Attractively landscaped and bordered by a non-original but compatible white picket fence, the property is substantially unaltered.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-family Property*

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

P5a. Photo



\*P5b. Photo: (view and date)  
*East elevation  
November 2006*

\*P6. Date Constructed/Age and Sources:  historic  
*1927/City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Rory G. Tompoles  
2606 N. Flower Street  
Santa Ana, CA 92706*

\*P8. Recorded by:  
*L. Heumann and D. Howell-Ardila  
Sapphos Environmental, Inc.  
133 Martin Alley  
Pasadena, California 91105*

\*P9. Date Recorded:  
*December 1, 2006*

\*P10. Survey Type:  
*Intensive Survey Update*

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

*None.*

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)



**\*B10. Significance (continued):**

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods developing around the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The M. W. Peterson House is located in north Santa Ana, in the Morrison/Eldridge Park neighborhood. An irregularly shaped area straddling North Flower Street, Morrison/Eldridge Park is bounded by the Garden Grove (22) and the Santa Ana (5) freeways on the north and east, Sharon Road and Memory Lane on the south, and North Bristol Street on the west. With the primary exception of the 2600 block of North Flower Street, this area remained unsubdivided and presumably agricultural through World War II. According to the city directories and early maps, North Flower ended at Seventeenth Street until around 1915, when six homes were noted north of Seventeenth, including three north of Santiago Creek. By 1920, there were nine homes, including one (2610, later numbered 2620), in what would become the Morrison/Eldridge Park neighborhood. Construction of three additional homes on the 2600 block occurred between 1925 and 1930. Beginning with a handful of homes constructed on newly laid out streets in the first few years of the 1950s, the area exploded in the mid 1950s with the building of tracts of homes in the California Ranch style. Home building in the neighborhood tapered off in the 1960s and ended around 1972.*

*The M. W. Peterson House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the distinguishing characteristics of the 1920s Colonial Revival style. Typical stylistic features illustrated by the house include its symmetrical, side-gabled configuration and prominently hooded entry. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and, as an intact and characteristic example of a 1920s Colonial Revival style home, "is a good example of period architecture." Character-defining exterior features of the M. W. Peterson House that should be preserved include, but may not be limited to, materials and finishes (clapboard); roof configuration and detailing; massing; original windows and doors and their surrounds where extant; entry; and architectural details such as the entry hood and attic vents.*

**\*B12. References (continued):**

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*
- Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*
- McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*
- National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*
- Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*
- Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*
- Orange County Plat Maps, 1912.*
- Thomas Brothers Maps of Orange County, 1957, 1964, and 1969.*
- Santa Ana and Orange County Directories, 1905-1962.*



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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 4 of 4

Resource Name or # (Assigned by recorder) *M. W. Peterson House*

\*Recorded by *Leslie J. Heumann and Deborah Howell-Ardila* \*Date *December 1, 2006*  Continuation  Update

P5b. Photo: *Garage and south elevation, November 2006*



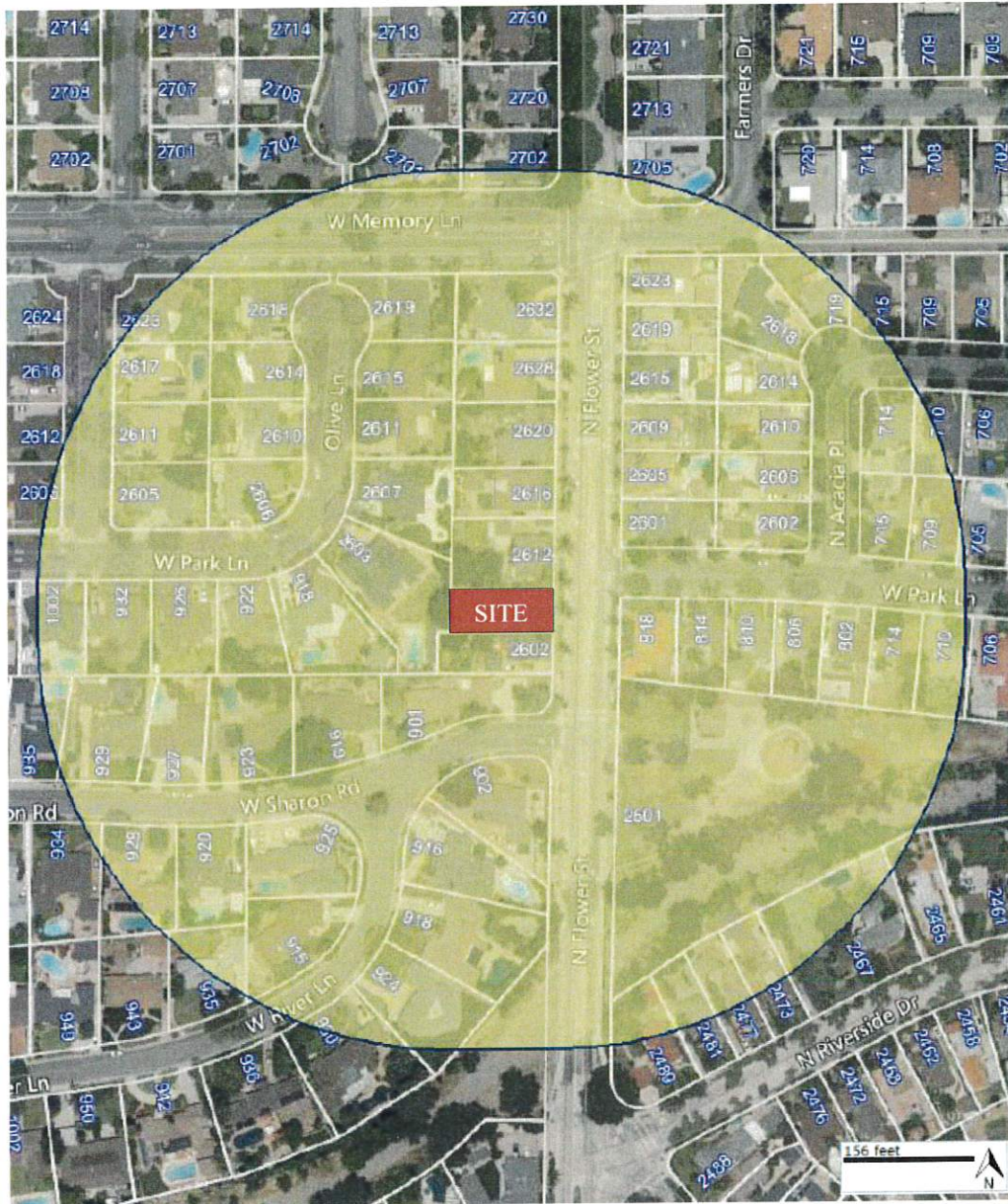
Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with size, scale, color, material and character of the property, neighborhood, or environment.

*MILLS ACT AGREEMENT  
2606 North Flower Street  
Santa Ana, CA 92706*

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



500' RADIUS

HPPA 2020-14  
2606 NORTH FLOWER STREET  
M.W. PETERSON HOUSE

PLANNING AND BUILDING AGENCY

**EXHIBIT 2**





HPPA 2020-14  
M.W. PETERSON HOUSE  
2606 NORTH FLOWER STREET  
SITE PHOTOS  
EXHIBIT 3



# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

**OCTOBER 29, 2020**

**TITLE:**

**HISTORIC PROPERTY PRESERVATION AGREEMENT  
NO. 2020-04 (MILLS ACT) FOR THE PROPERTY  
LOCATED AT 2526 NORTH SANTIAGO STREET**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

As Recommended

As Amended

Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

## **RECOMMENDED ACTION**

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Jeffrey M. Black and Joni L. Black for the property located at 2526 North Santiago Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

## **Request of Applicant**

Jeffrey and Joni Black are requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 2526 North Santiago Street that is currently listed on the Santa Ana Register of Historical Properties.

## **Project Location and Site Description**

The subject property, known as the Kleidosty House, consists of an existing two-story Craftsman style residence that is approximately 2,753 square feet in size on an 11,800-square-foot residential lot (Exhibit 2). The home was added to the Santa Ana Register of Historical Properties in 2002 and categorized as "Landmark."

## **Analysis of the Issues**

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties. The property is listed on the Santa Ana Register of Historical Properties and categorized as Landmark, making it eligible for a Mills Act agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different



valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:


- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2002, the Historic Resources Commission placed the Kleidosty House on the historical register and within the Landmark category. Character-defining features of the Kleidosty House determined architecturally significant included: materials and finishes (wood, brick); roof configuration and treatment; massing and composition; porches, balcony, and pergola; doors and windows; and architectural detailing (woodwork). The Kleidosty House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it embodied the "distinguishing characteristics of an architectural style or period." Additionally, the house was categorized as Landmark because it is unique and possessed a high degree of integrity as an outstanding example of Craftsman design and is historically noteworthy as one of the handful of ranch houses still extant in Santa Ana.

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

### **CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-61 will be filed for this project.

  
\_\_\_\_\_  
Jill Arabe, AICP  
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\2526 N. Santiago Street\Staff Report - 2526 N Santiago.docx

Exhibits      1 - Mills Act Agreement  
                  2 - 500' Radius Map  
                  3 - Site Photos – 2526 N Santiago Street

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Jeffrey M. Black and Joni L. Black, husband and wife as community property**, (hereinafter collectively referred to as “Owner”), owners of real property located at **2526 North Santiago Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2526 North Santiago Street, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

#### **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

#### **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **2526 North Santiago Street**, Assessor Parcel Number, **396-422-31**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying

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

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Jeffrey M. Black and Joni L. Black  
2526 North Santiago Street  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}



**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JEFFREY M. BLACK

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JONI L. BLACK

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 80 FEET OF THE EAST 147.5 FEET OF THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF THE SECTION 6, TOWNSHIP 5 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: :

BEGINNING AT A POINT IN THE WEST LINE OF SANTIAGO AVENUE 196 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF EDGEWOOD ROAD AS SAID AVENUE AND ROAD ARE SHOWN ON A MAP OF TRACT NO. 705, RECORDED IN BOOK 21, PAGE 9 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST PARALLEL TO SAID NORTH LINE OF EDGEWOOD ROAD 295 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE OF SANTIAGO AVENUE 135 FEET; THENCE EAST PARALLEL TO SAID NORTH LINE OF EDGEWOOD ROAD 295 FEET TO A POINT IN SAID WEST LINE OF SANTIAGO AVENUE; THENCE SOUTH ALONG SAID WEST LINE 135 FEET TO THE POINT OF BEGINNING.

**Assessor's Parcel Number: 396-422-31**

# EXECUTIVE SUMMARY

**KLEIDOSTY HOUSE**  
**2526 North Santiago Street**  
**Santa Ana, CA 92705**

NAME	Kleidosty House			REF. NO. 172
ADDRESS	2526 North Santiago Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1910	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Park Santiago	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	3S	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Bungalow/Craftsman

Closely related to the English Arts and Crafts Movement, American Bungalow/Craftsman architecture was popularized by *The Craftsman* magazine and architects such as Charles and Henry Greene of Pasadena. It drew from the wood building traditions of Japan and Switzerland as well as the medieval themes favored by the Arts and Crafts philosophers. Craftsman architecture stressed honesty of form, materials, and workmanship, eschewing applied decoration in favor of the straightforward expression of structure. A new appreciation of nature was evident in horizontal lines that reached out to embrace the landscape and the incorporation of capacious porches into building plans. Primarily a residential style, Craftsman architecture can be identified by low pitched gable and hipped roofs with exposed rafters and beams in deep overhangs; wood lap or shingle siding and an occasional use of stucco; extensive use of stone or brick as a secondary material; horizontal emphasis apparent in roof lines, headers, and battered porch supports; and broadly proportioned wood framed windows, often clustered in bands. Craftsman homes were built from circa 1902 until the early 1920s.

**SUMMARY/CONCLUSION:**

The Kleidosty House is listed in the Santa Ana Register of Historical Property and has been categorized as "Landmark" because it "has historical/cultural significance to the City of Santa Ana," for its representation of the agricultural era in Santa Ana's history, and "has a unique architectural significance" as a finely detailed and highly intact example of the influential Craftsman style (Municipal Code, Section 30-2.2). The property also appears eligible for listing in the National Register of Historic Places and the California Register of Historical Resources.

**EXPLANATION OF CODES:**

- **National Register Criteria for Evaluation:** (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
  - C:** that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- **National Register Status Code:** (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
  - 3S:** Appears eligible for separate listing.

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(s) or number (assigned by recorder) *Kleidosty House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*a. County *Orange County*

\*b. USGS 7.5' Quad *TCA 1725*

Date:

\*c. Address *2526 North Santiago Street*

City *Santa Ana*

Zip *92706*

\*e. Other Locational Data: Assessor's Parcel Number Block: Lot:

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

*This impressive Craftsman home is distinguished by a lingering Victorian era taste for ornamentation. Two stories in height, the building is crowned by a multi-gabled roof. Rounded rafter tails and elaborately stepped beams are exposed in the eaves, carved and turned pendants hang from the gable ends, and bargeboards are jig-sawn and accented with corbels. Spanning most of the façade, a three bay porch is tucked under the slope of the principal side gable on the north and sheltered by a hipped roof on the south. An open pergola, draped with vines, extends north from the porch. Porch posts, like the rest of the house, are covered with wide, horizontal siding. Boards with elaborately notched ends are used as capitals. An equally ornate sawn railing encloses the space. Centered within the porch, the entry is flanked by large fixed sash windows banded at the top by two rows of rectangular lights. Both the porch foundation and the entry stair walls are made of brick. Above the porch, a balcony is sunk into the porch roof and partially covered by a front gable resting on two supports.*

(See Continuation Sheet 3 of 3.)

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-family Property*

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

P5a. Photo



**P5b. Photo:** (view and date)  
*South and east elevations  
 January 2002*

\*P6. Date Constructed/Age and Sources:  historic  
*1910/Source: Historic Resources Inventory*

\*P7. Owner and Address:

\*P8. Recorded by:  
*Leslie J. Heumann  
 SAIC  
 35 S. Raymond Ave. # 204  
 Pasadena, CA 91105*

\*P9. Date Recorded:  
*January 30, 2002*

\*P10. Survey Type:  
*Intensive Survey Update*

\*P11. Report Citation: (Cite survey report and other sources, or enter "none")  
*Les, Kathleen. "Historic Resources Inventory 2526 Santiago," March 1980.*

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)

**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: *Kleidosty House*

- B1. Historic Name: *Kleidosty House*
- B2. Common Name: *Same*
- B3. Original Use: *Single-Family Residence*
- B4. Present Use: *Single-family Residence*

\*B5. Architectural Style: *Bungalow/Craftsman*

\*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed in 1910.*

*June 27, 1933. Rebuild chimney.*  
*September 1, 1937. Reroof.*  
*April 6, 1950. Private garage.*  
*May 4, 1962. Install false front on existing arbor.*  
*January 20, 1984. Kitchen remodel.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features:

*None.*

B9a. Architect: *Unknown*

b. Builder: *Unknown*

\*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *circa 1880-1946* Property Type: *Single-family Residence* Applicable Criteria: *C*

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

*The Kleidosty House is architecturally significant as an outstanding example of Craftsman design and is historically noteworthy as one of the handful of ranch houses still extant in Santa Ana. According to previous research, it was constructed in 1910 for Paul and Lou Kleidosty (Les). The 1913-1914 City Directory noted Paul Kleidosty's occupation as butcher. In 1916, the directory reported that Paul Kleidosty had "moved to Long Beach, Cal." and that the new residents were Alexander R. and Margaret Wylie, ranchers. Briefly, Alfred H. and Mary J. Theal, also ranchers, were listed as the owner residents of 2526 Santiago Avenue [sic], but by 1923 and continuing into the 1930s, the Wylies were again at this address.*

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. Early growth and development were stimulated by the arrival of the Southern Pacific*

*(See Continuation Sheet 3 of 3.)*

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

\*B12. References:

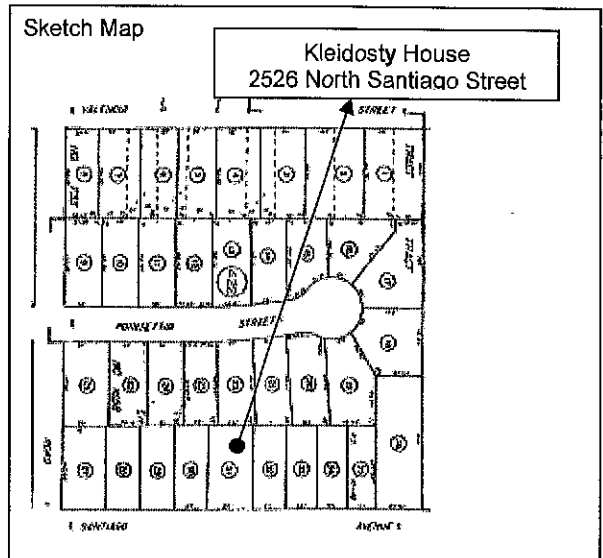
- City of Santa Ana Building Permits*
- Santa Ana History Room Collection, Santa Ana Public Library*
- Sanborn Maps*
- Santa Ana City Directories, 1905-1930*

*(See Continuation Sheet 3 of 3.)*

B13. Remarks:

\*B14. Evaluator: *Leslie J. Heumann*

(This space reserved for official comments.)



\*Date of Evaluation: *January 30, 2002*

Page 3 of 3

Resource Name or # (Assigned by recorder) *Kleidosty House*

\*Recorded by *Leslie J. Heumann, SAIC*

\*Date *January 30, 2002*     Continuation     Update

**\*P3a. Description (continued):**

*A solid railing whose coping dips slightly in the middle of each of the two bays encloses the space. Two tripartite openings, consisting of a central door flanked by half height sidelights with decorative muntins, open onto the balcony. On the south elevation, a semi-circular porch is topped by a flat, bracketed roof carried on posts with notched block capitals. Windows on the side and rear elevations are primarily double-hung sash in type. In good condition, the house appears to be substantially unaltered.*

**\*B10. Significance (continued):**

*Railroad in 1878 and the Santa Fe Railroad in 1886. Following its incorporation as a city in 1886, Santa Ana was recognized as one of the leading communities in the area in 1889 when it became the seat of the newly created County of Orange. The development of southern California in general and Santa Ana in specific experienced a large boost in the second half of the 1880s, when competition between the two railroads triggered a real estate boom.*

*The economic underpinnings of the young community were agricultural, and many residents owned or worked on the ranches that encircled the incorporated area. The Kleidosty House is a remnant of this era, when the outlying areas of Santa Ana were covered with orchards and dotted with widely spaced ranch houses. Possessing a high degree of design integrity, the Kleidosty House is most notable for its evocation of the Craftsman style that dominated residential construction in southern California during the first two decades of the twentieth century. Its picturesque quality, derived from the abundant use of sawn and carved woodwork is characteristic of transitional architecture of the early twentieth century. All original and restored elements of this very intact residence are considered to be character-defining and should be preserved, including (but not limited to): materials and finishes (wood, brick); roof configuration and treatment; massing and composition; porches, balcony, and pergola; doors and windows; and architectural detailing (woodwork). Unique and possessed of a high degree of integrity, the Kleidosty House is listed in the Santa Ana Register of Historical Property and has been categorized as "Landmark." It also appears to meet the architectural criteria for listing in the National Register of Historic Places and the California Register of Historical Resources.*

**\*B12. References (continued):**

*Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Leo. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*



Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



500' RADIUS

HPPA 2020-04  
2526 NORTH SANTIAGO STREET  
KLEIDOSTY HOUSE

PLANNING AND BUILDING AGENCY

**EXHIBIT 2**

G - 17





HPPA 2020-04  
KLEIDOSTY HOUSE  
2526 NORTH SANTIAGO STREET  
SITE PHOTOS  
EXHIBIT 3

**REQUEST FOR  
Historic Resources Commission Action**



**HISTORIC RESOURCES COMMISSION MEETING DATE:**

**OCTOBER 29, 2020**

**TITLE:**

**AD HOC COMMITTEE NOMINATIONS FOR 2020  
HISTORIC PRESERVATION AWARD WINNERS**

**HISTORIC RESOURCES COMMISSION SECRETARY**

**APPROVED**

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

**CONTINUED TO** \_\_\_\_\_

Prepared by Pedro Gomez, AICP

Executive Director

Planning Manager

**RECOMMENDED ACTION**

Approve Ad Hoc Committee nominations for 2020 City of Santa Ana Historic Preservation Awards.

**Background**

On October 19<sup>th</sup> and 20<sup>th</sup>, staff met with members of the Ad Hoc Committee to discuss two nominations received for the 2020 City of Santa Ana Historic Preservation Awards. The Ad Hoc Committee consisted of Historic Resource Commissioners Hitterdale and Sarmiento, as well as a local architect, Jana Itzen. After deliberating, the Ad Hoc Committee recommended the following 2020 Award Winners:

**Restoration Award:** Pacific Electric Sub-Station No. 14

Award Winner: Santa Ana Unified School District

Location: 475 N. Lacy Street (east of Lacy Street, between 4<sup>th</sup> and 6<sup>th</sup> Streets)

Background: Originally constructed in 1907, the Pacific Electric Sub-Station No.14 is architecturally and historically significant as the oldest standing structural feature of the Pacific Electric system in Orange County. This station powered the Main Santa Ana-Watts Line, the Santa Ana Orange line, and the Santa Ana-Huntington Beach freight line. Originally one of four Pacific Electric Power Stations in the county, it is the oldest extant building remaining from the operation of the "Red Cars" in Orange County. The property was listed in the National Register of Historic Places in 1983 as an individual resource and is listed in the California Register of Historical Resources. In addition, the property is individually listed as No. 355 on the Santa Ana Register of Historical Properties and categorized as "Landmark."



Description: The Pacific Electric Sub-Station No.14 was selected for the exceptional restoration efforts, which included re-use and refurbishment of existing materials. In 2019, the Santa Ana Unified School District (SAUSD) began the process to revitalize and restore the sub-station building to serve the community as a new Wellness/Parent Conference Center. Interior improvements included new non-bearing partition walls; new floor, wall and ceiling finishes; new storage, casework and furniture; a new public restroom, and kitchenette and storage room. The exterior façade of the substation was altered in order to repair existing damage to the building and restore original character-defining features. Exterior modifications included the following:

- The built-up roof was removed and replaced with a new standing seam metal roof
- The wood eaves and the horizontal wood siding on the cooling tower were restored
- The vents and louvers were restored and finished to the original white color
- The masonry was repaired by sealing large cracks and re-pointing the grout
- The door and windows were restored to maintain their original design intent
- The window frames on the ground floor remained, but the existing glass was replaced with low-e glass

Work was completed in early 2020 and the SAUSD's Garfield Elementary School Wellness Center was dedicated on February 12, 2020.

**Rehabilitation Award:** The Taylor-Oglesby House

Award Winner: Marnie Schnabel

Location: 2510 N. Valencia Street (west of Valencia Street, north of Edgewood Road)

Background: The Taylor-Oglesby House is architecturally significant as a fine example of the Classic Box variant of the Colonial Revival style. One of a pair of very similar homes located next to each other on over-sized parcels, the house is also notable as one of the earlier homes in the Park Santiago neighborhood. The property individually listed as No. 386 on the Santa Ana Register of Historical Properties and categorized as "Landmark."

Description: The Taylor-Oglesby House was selected for the series of extensive interior and exterior renovations, which included the reconstruction of original architectural features using new materials. Prior to improvements, the house was in deteriorating conditions with sagging floors, large cracks and a bad foundation. Improvements included a new foundation; demolition of interior partitions and construction of new walls to create new kitchen, pantry, and powder room; replacement of an existing vinyl French door to new wood French door, as well as a new rear exit door on the first floor; second floor demolition of existing partitions and construction of new partitions to create new layout of a master bedroom with closet and bath, two bedrooms, and new laundry room; replacement of an existing vinyl windows with wood double hung windows; and a new chimney. Lastly, the house was taken down to the studs to replace the lead pipes, knob and tube wiring. The



original materials were preserved, reused or replaced with original matching materials. All work on the house was finalized in July 2020.

The Ad Hoc Committee recommends that the Historic Resources Commission approve the aforementioned nominations. Award winners will be notified and presented with a certificate of recognition at a later date.

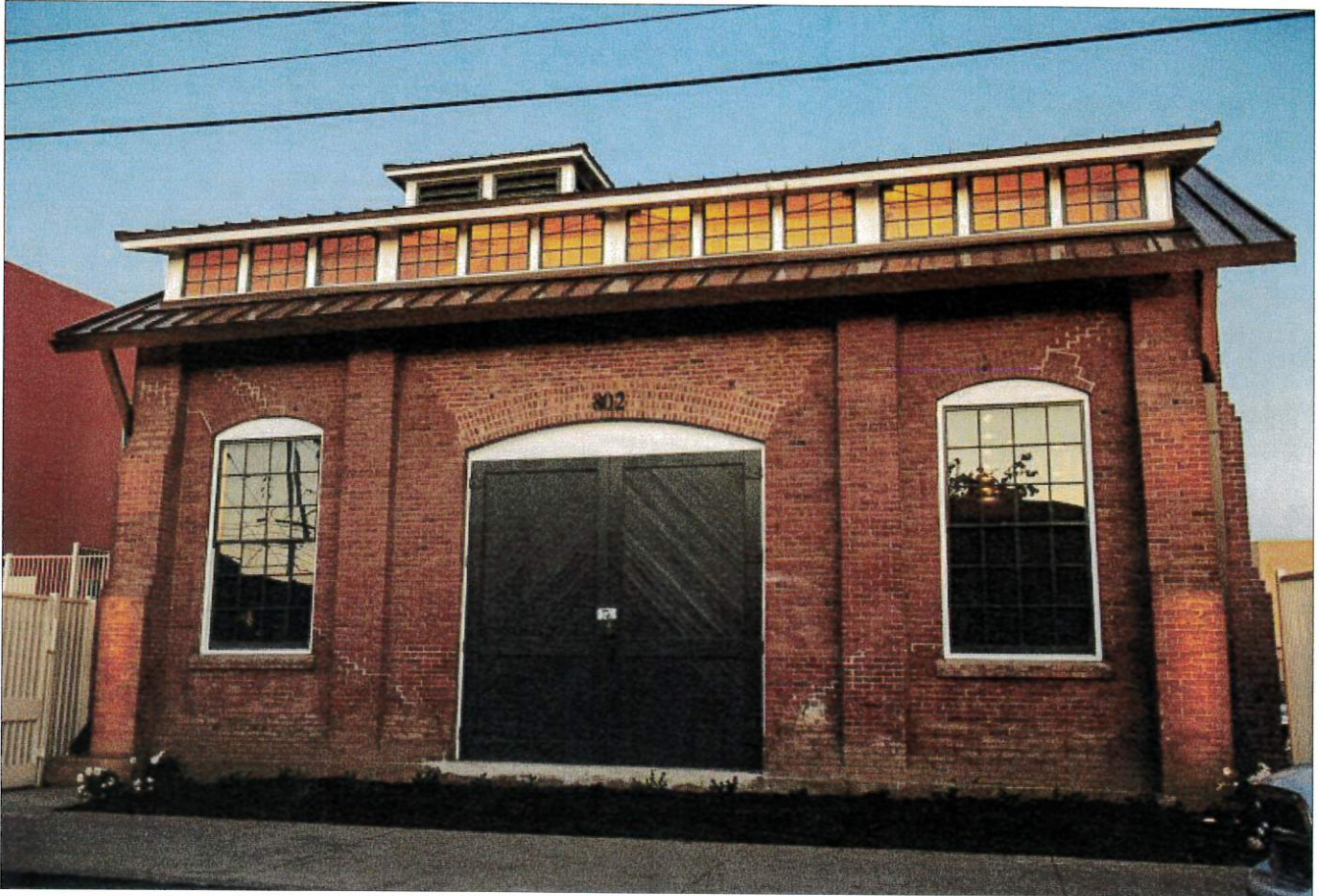


Pedro Gomez, AICP  
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\Historic Awards Program 2020\Staff Report - 2020 Historic Awards Program

Exhibits: 1. Site Photos of Nominations



RESTORATION AWARD: PACIFIC ELECTRIC SUB-STATION NO. 14  
Location: 475 N. Lacy Street (east of Lacy Street, between 4th and 6th Streets)

SITE PHOTOS OF NOMINATIONS  
EXHIBIT 1





REHABILITATION AWARD: THE TAYLOR-OGLESBY HOUSE  
LOCATION: 2510 N. VALENCIA STREET (WEST OF VALENCIA STREET, NORTH OF EDGEWOOD ROAD)

SITE PHOTOS OF NOMINATIONS  
EXHIBIT 1

**REQUEST FOR HISTORIC RESOURCES COMMISSION ACTION**



**HISTORIC RESOURCES COMMISSION MEETING DATE:**

**OCTOBER 29, 2020**

**TITLE:**

**RESOLUTION - AMEND SECTION 1(a) OF THE HISTORIC RESOURCES COMMISSION BYLAWS**

**HISTORIC RESOURCES COMMISSION SECRETARY**

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

**RECOMMENDED ACTION**

Adopt a resolution amending Section 1 (a) of the Historic Resources Commission Bylaws.

**DISCUSSION**

It is the Historic Resources Commission's desire to amend Section 1 (a) of the Bylaws, which currently states that the Historic Resources Commission shall meet quarterly on the first Thursday in January, April, July and October at 4:30 p.m. at City Council Chamber, 22 Civic Center Plaza, Santa Ana, California. The Bylaws will be amended to read:

The Historic Resources Commission shall meet bimonthly on the first Thursday in January, March, May, July, September, and November, at 4:30 p.m. at City Council Chamber, 22 Civic Center Plaza, Santa Ana, California.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

Jill Arabe, AICP  
Senior Planner

Exhibit: 1. Resolution

RESOLUTION NO. 2020-XXX

A RESOLUTION OF THE HISTORIC RESOURCES  
COMMISSION OF THE CITY OF SANTA ANA APPROVING  
AN AMENDMENT TO THE BYLAWS OF THE COMMISSION  
REGARDING FREQUENCY OF MEETINGS

WHEREAS, on September 1, 2020, Ordinance No. NS-2992 was adopted by the City Council, modernizing the municipal code by organizing and consolidating all boards, commission, and committee matters into Chapter 2 of the Santa Ana Municipal Code; and

WHEREAS, Ordinance No. NS-2992 also contained certain amendments to sections of the Santa Ana Municipal Code regarding the Historic Resources Commission, including Section 2-372; and

WHEREAS, Section 2-372, as amended, provides that the Historic Resources Commission shall meet at dates and times specifically set out and established in the bylaws of the Commission; and

WHEREAS, the Historic Resource Commission has developed revised bylaws to be in alignment with Section 2-372, as amended.

**NOW, THEREFORE, BE IT RESOLVED** by the Historic Resource Commission of the City of Santa Ana as follows:

**Section 1.** The revised bylaws for the Historic Resources Commission, attached as Exhibit A, are hereby approved.

**Section 2.** This Resolution shall take effect immediately upon its adoption by the Historic Resources Commission, and the Commission Secretary shall attest to and certify the vote adopting this Resolution.

ADOPTED this 29<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Alberta Christy, Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: John M. Funk  
John M. Funk  
Assistant City Attorney

AYES: Commission members \_\_\_\_\_

NOES: Commission members \_\_\_\_\_

ABSTAIN: Commission members \_\_\_\_\_

NOT PRESENT: Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-XXX to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana



**THE BYLAWS OF THE  
HISTORIC RESOURCES COMMISSION  
OF THE CITY OF SANTA ANA**

**1. MEETINGS**

- a. The Historic Resources Commission shall meet bimonthly on the first Thursday in January, March, May, July, September, and November at 4:30 p.m. at City Council Chamber, 22 Civic Center Plaza, Santa Ana, California. In the event any regular meeting falls on a holiday, the regular meeting shall be held the next business day at the same hour prescribed hereinabove. A regular meeting may be adjourned to a time and place designated by the Chairperson.
- b. Matters requiring special study may be agendized by city staff or continued to a Special Study Meeting upon a vote of the Commission.
- c. The Chairperson is empowered to re-organize the agenda order at his/her discretion.
- d. As to each matter before the Commission, the Chairperson shall state the matter before the Commission. Staff shall present the staff report and recommendation. The Historic Resources Commission Secretary shall inform the Commission of any correspondence received related to the subject matter.

**2. QUORUM**

A majority of the Commission shall constitute a quorum for the action of business.

**3. CONDUCT OF PUBLIC HEARINGS**

- a. The Chairperson will open the public hearing, recognize all parties speaking in favor of, or opposed to, the matter, then recognize the applicant.
- b. No person, other than the applicant or the applicant's designee, addressing the Commission shall speak more than three minutes, unless so authorized by the Chairperson.

- c. Once recognized by the Chairperson, any Commissioner may speak and may be limited by the Chairperson until all other Commissioners have had an opportunity to speak.
- d. During the public hearing, any Commissioner may ask unlimited questions of the staff, the applicant or any member of the public who has spoken before the Commission after being recognized by the Chairperson.
- e. The Chairperson may, at his/her discretion, encourage the proponents and opponents of any matter to organize into spokesperson groups in the interest of expediency and to avoid repetition. However, no person desiring to speak shall be denied the right to do so.
- f. Closing the public hearing:
  - 1) After all speakers have been heard, the Chairperson shall declare the hearing closed.
  - 2) A closed hearing may be re-opened only on motion and vote as hereinafter provided.
- g. Commission Discussion:
  - 1) After close of the public hearing, members of the Commission may publicly discuss the matter before them and may ask questions, with the permission of the Chairperson, of persons who have spoken before the Commission. Speakers shall respond to questions posed and not introduce new testimony.
  - 2) Upon conclusion of the discussion, if any, the Chairperson shall ask for a motion declaring the decision of the Commission. The motion shall be made and seconded.
  - 3) Prior to a vote, the motion may be further discussed by members of the Commission.
- h. Any decision or ruling of the Chairperson (including discretionary rulings) may be appealed by request of any member (at any time). The Chairperson shall ask for a roll call vote of the Commission to determine if the decision of the Chairperson shall be upheld. If the roll call vote loses, the Chairperson is reversed.

#### **4. WITHDRAWALS**

- a. Any matter set for hearing by the Commission may be withdrawn from consideration at the oral or written request of the applicant or staff.
- b. Any matter set for hearing at which neither the applicant nor his/her representative is present may, upon vote of the commission, be denied without prejudice with forfeiture of all fees to defray the costs of preparing the hearing.

#### **5. CONTINUANCES**

- a. A continuance may be requested by staff, the applicant or a commissioner, either orally or in writing. At the discretion of the Chairperson, a discussion may be held on the requested continuance.
- b. At the close of the discussion, or if no discussion is held, the matter will, upon vote of the commission, be continued to a date certain.

#### **6. PROCESSING OF MOTIONS**

- a. A motion shall be made and seconded. (If any debate then follows and it is likely that there will be confusion as to the motion, the Chairperson or any interested party should ask the Historic Resources Commission Secretary to read it from his/her notes). A motion may not be withdrawn or modified by the mover without the consent of the second.
- b. The Chairperson, and the Vice Chairperson in the absence of a Chairperson, has the right to make or second motions.

#### **7. ACTION ON ITEMS**

At any meeting where an action on an item is to be taken by the Commission, the following rules shall apply:

- a. The Commission may continue the item to a specified date in accordance with Section 5 of these Bylaws.
- b. An item is approved if a motion to approve is carried by majority vote of the members voting. The failure to carry of a motion to approve does not constitute denial of the item.

- c. Any member may move to approve an item subject to different conditions proposed in previous motions not approved.
- d. An item is denied if a motion to deny is carried by majority vote of the members voting. The failure to carry a motion to deny does not constitute approval of the item.
- e. In the event of an impasse, the Chairperson shall offer the proponent of the item the option of:
  - 1) Denial without prejudice of his/her item, in which case the proponent may appeal to the City Council, if permitted by the Santa Ana Municipal Code; or
  - 2) Continuing the item to a later date for further consideration by the Commission. (Items are deemed at an impasse at the discretion of the Chairperson.)

## **8. ABSTENTIONS AND CONFLICTS OF INTEREST**

- a. No member of the Commission shall abstain from any vote without providing an explanation.
- b. When a member decides to abstain, he/she shall openly state the fact and nature of his/her abstention and then absent himself/herself from the room prior to debate and vote on the matter.
- c. A member is not required to abstain from voting because of absence from any part of the public hearing, provided such member has read the staff report and minutes pertaining to the hearing, any and all documentary evidence introduced in the hearing, and provided further that such member shall be given the opportunity to ask questions of any interested persons who are present and of the other members of the Commission concerning matters discussed at the hearing.
- d. Each Commissioner shall decide for himself/herself whether to disqualify himself/herself by reason of a financial conflict of interest in accordance with state law. Each commissioner shall be entitled to consult with the Commission's legal counsel privately prior to making such a decision and should do so as early as possible after perceiving the possible conflict.
- e. Ex Parte Communications Disclosure - each Commissioner shall disclose all ex parte communications with applicants or outside parties, prior to the

commencement of any form of hearing before the Commission on the subject matter.

## **9. VOTING**

- a. The vote required to decide in the affirmative shall be the vote of more than one-half of the members present.
- b. Only a voice vote shall be taken unless a member of the Commission calls for a roll call vote.
- c. Any member who voted with the majority on any action may move for reconsideration of such action only at the same meeting. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.

## **10. CONSENT ITEMS**

All matters listed under consent items on the agenda are considered routine and will be acted upon by the Commission without discussion, unless any Commission member wishes to discuss the item. In that event, the Chairperson will remove that item from the consent calendar and place it on the agenda for separate consideration.

## **11. COMMISSION OFFICERS**

- a. The Historic Resources Commission shall have two elected offices: Chairperson and Vice Chairperson. The officers shall be elected during the month of July each year and shall take effect at the subsequent meeting.
- b. In the event of a vacancy in the office of the Chairperson or Vice Chairperson, the Historic Resources Commission shall elect one of its members for the unexpired term at its next regular meeting following the occurrence of the vacancy.
- c. In the event that both the Chairperson and Vice Chairperson are absent from the same meeting of the Commission, the Commission shall, as the first order of business, nominate a member to serve as Chairperson pro tem for the meeting.



**12. ALL OTHER HISTORIC RESOURCES COMMISSION POWERS AND DUTIES**

- a. Matters before the Commission. Any three members may vote to take up any matter for preliminary review that is not otherwise before the Commission. In this event, the matter will be scheduled for review at the next regularly scheduled meeting. A majority vote will be required for the Commission to pursue the issue beyond a preliminary review.
- b. Temporary or Standing Committees.
  - 1) The Chairperson shall appoint as needed such temporary or standing committees for the study, investigation, and report of particular matters as concern to the Commission.
  - 2) Standing committees may be appointed to advise on those Historic Resources Commission responsibilities that are defined in the Charter.

**13. THE CITY OF SANTA ANA CODE OF ETHICS AND CONDUCT**

The Commission hereby adopts and incorporates by reference the Code of Ethics and Conduct, originally adopted by the City Council of the City of Santa Ana on June 2, 2008, and as may be amended by the City Council. All Commissioners shall be required to abide by the rules and regulations of said Code of Ethics and Conduct attached hereto as Attachment 1.



**THE CITY OF SANTA ANA**  
**CODE OF ETHICS AND CONDUCT**

**ADOPTED JUNE 2, 2008**

The people of the City of Santa Ana, at an election held on February 5, 2008, approved an amendment to the City Charter of the City of Santa Ana which states: "The City of Santa Ana shall adopt a Code of Ethics and Conduct for elected officials and members of appointed boards, commissions, and committees to assure public confidence in the integrity of local government elected and appointed officials." Consistent with the vote of the people, the following Code of Ethics and Conduct is hereby adopted by the City of Santa Ana to ensure effective and fair operation of the local government of the City of Santa Ana.

**I. PREAMBLE**

It is the intent of this code to achieve fair, ethical, and accountable local government for the City of Santa Ana. The people of Santa Ana expect public officials, both elected and appointed, to comply with both the letter and the spirit of the laws of the State of California, the United States of America, and the Charter, Municipal Code, and established policies of the City of Santa Ana affecting the operations of local government. In addition, public officials are expected to comply with the provisions of this Code of Ethics and Conduct established pursuant to the expressed will of the people. All persons covered by this code will aspire to meet the highest ethical standards in the conduct of their responsibility as an elected or appointed official of the City of Santa Ana.

This code addresses various aspects related to the governance of the City of Santa Ana and supplements, but does not supplant other laws and rules that prescribe the legal responsibilities of City officials. These include, but are not limited to, the Federal and State Constitutions, various provisions of the California Government Code (such as the Brown Act and the Political Reform Act), the Labor Code, laws prohibiting discrimination and harassment, and the City of Santa Ana Charter and Municipal Code. Elected and appointed officials are expected to be familiar with these laws to ensure that they exercise their public responsibilities in a proper fashion. This code is not designed to be used as a tool to remove appointed officials, as the City Council retains the right under the Charter and Municipal Code to remove appointed officials in accordance with those provisions.

While it is not possible to anticipate and provide a rule of conduct and ethics for all situations that public officials may face, this Code of Ethics and Conduct is designed to provide a framework to guide public officials in their daily duties.

**II. SCOPE**

The provisions of this Code of Ethics and Conduct shall apply to the Mayor and members of the City Council, and to all members of the boards, commissions, and committees appointed by the City Council or the Mayor or the Mayor and City Council, including any *ad hoc* committees. Further, the provisions of this Code of Ethics and Conduct shall only apply to these officials and members acting in their official capacities and in the discharge of their duties.

**III. CORE VALUES**

Attitudes, words, and actions should demonstrate, support, and reflect the following qualities and

characteristics for the well being of our community. The five core values and expressions that reflect these core values are as follows:

### **INTEGRITY/ HONESTY**

- I am honest with my fellow elected officials, the public and others.
- I do not promise what I believe to be unrealistic.
- I am prepared to make unpopular decisions when my sense of the public's best interests requires it.
- I credit others' contributions to moving our community's interests forward.
- I do not knowingly use false or inaccurate information to support my position or views.
- I safeguard the ability to make independent, objective, fair and impartial judgments by scrupulously avoiding financial and social relationships and transactions that may compromise, or give the appearance of compromising, objectivity, independence, and honesty.

### **RESPONSIBILITY/PROTECTING THE PUBLIC'S INTERESTS**

- I do not accept gifts, services or other special considerations because of my public position.
- I excuse myself from participating in decisions when my or my immediate family's financial interests may be affected by my agency's actions.
- I do not give special treatment or consideration to any individual or group beyond that available to any other individual
- I refrain from disclosing confidential information concerning litigation, personnel, property, or other affairs of the City, without proper legal authority, nor use such information to advance my financial or other personal interests.

### **FAIRNESS/ACCOUNTABILITY**

- I promote meaningful public involvement in the agency's decision-making processes.
- I treat all persons, claims and transactions in a fair and equitable manner; I make decisions based on the merits of the issue.
- If I receive substantive information that is relevant to a matter under consideration from sources outside the public decision-making process, I publicly share it with my fellow governing board members and staff.
- I work to contribute to a strong organization that exemplifies transparency and open communication.

### **RESPECT FOR FELLOW ELECTED OR APPOINTED OFFICIALS, STAFF, AND THE PUBLIC**

- I treat my fellow officials, staff and the public with patience, courtesy and civility, even when we disagree on what is best for the community.
- I work towards consensus building and gain value from diverse opinions.
- I respect the distinction between the role of office holder and staff; I involve staff in meetings with individuals, those with business before the agency, officials from other agencies and legislators to ensure proper staff support and to keep staff informed
- I conduct myself in a courteous and respectful manner at all times during the performance of my official City duties.
- I encourage full participation of all persons and groups; I am aware and observe important celebrations and events which reflect the values of our diverse population.

### **PROPER AND EFFICIENT USE OF PUBLIC RESOURCES**

- I do not use public resources, such as agency staff time, equipment, supplies or facilities, for private gain or personal purposes.
- I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.
- I demonstrate concern for the proper use of agency assets (such as personnel, time, property, equipment, funds) and follow established procedures.
- I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the City and its residents
- 

#### **IV. IMPLEMENTATION AND ENFORCEMENT**

City of Santa Ana elected and appointed officials of the various boards, commissions and committees have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. This code of ethics will be most effective when the elected and appointed officials are thoroughly familiar with it and embrace its provisions.

Upon adoption of this code, all current elected or appointed officials shall be given a copy of the code and asked to affirm in writing that they have received the code, understand its provisions, and pledge to conduct themselves by the code. All new members of the City Council, upon election or reelection, and members of boards, commissions, and committees appointed by the City Council, upon appointment or reappointment, shall be given a copy of the code and are required to affirm in writing they have received the code and understand its provisions, and pledge to conduct themselves by the code. (See Attachment) Additionally, all members of the City Council, boards, commissions, and committees, as part of their AB1234 training, shall be provided additional training clarifying the provisions and application of this code. The City Attorney, or his/her designee, shall serve as a resource person to those persons covered by the code to assist them in determination of appropriate actions consistent with the code.

A periodic review of the code shall be conducted to ensure that the code is an effective and vital document.

This Code of Conduct is intended to be a reflection of the community's values as articulated by the Mayor and City Council as they represent the will of the people of the City of Santa Ana.

#### **CITY OF SANTA ANA – CODE OF ETHICS AND CONDUCT CERTIFICATION**

As an elected or appointed official of the City of Santa Ana, California, I herein certify that I have received a copy of the Code of Ethics and Conduct of the City of Santa Ana, have been offered training and assistance in understanding this code, and am aware of the provisions of the code and its application to my responsibilities. Consistent with the code, I pledge the following in the conduct of my duties:

##### **INTEGRITY/ HONESTY**

- I am honest with my fellow elected officials, the public and others.
- I do not promise what I believe to be unrealistic.
- I am prepared to make unpopular decisions when my sense of the public's best interests requires it.
- I credit others' contributions to moving our community's interests forward.
- I do not knowingly use false or inaccurate information to support my position or views.
- I safeguard the ability to make independent, objective, fair and impartial judgments by

scrupulously avoiding financial and social relationships and transactions that may compromise, or give the appearance of compromising, objectivity, independence, and honesty.

### **RESPONSIBILITY/PROTECTING THE PUBLIC'S INTERESTS**

- I do not accept gifts, services or other special considerations because of my public position.
- I excuse myself from participating in decisions when my or my family's financial interests may be affected by my agency's actions.
- I do not give special treatment or consideration to any individual or group beyond that available to any other individual.
- I refrain from disclosing confidential information concerning litigation, personnel, property, or other affairs of the City, without proper legal authority, nor use such information to advance my financial or other personal interests.

### **FAIRNESS/ACCOUNTABILITY**

- I promote meaningful public involvement in the agency's decision-making processes.
- I treat all persons, claims and transactions in a fair and equitable manner; I make decisions based on the merits of the issue.
- If I receive substantive information that is relevant to a matter under consideration from sources outside the public decision-making process, I publicly share it with my fellow governing board members and staff.
- I work to contribute to a strong organization that exemplifies transparency and open communication.

### **RESPECT FOR FELLOW ELECTED OR APPOINTED OFFICIALS, STAFF, AND THE PUBLIC**

- I treat my fellow officials, staff and the public with patience, courtesy and civility, even when we disagree on what is best for the community.
- I work towards consensus building and gain value from diverse opinions.
- I respect the distinction between the role of office holder and staff; I involve staff in meetings with individuals, those with business before the agency, officials from other agencies and legislators to ensure proper staff support and to keep staff informed
- I conduct myself in a courteous and respectful manner at all times during the performance of my official City duties.
- I encourage full participation of all persons and groups; I am aware and observe important celebrations and events which reflect the values of our diverse population.

### **PROPER AND EFFICIENT USE OF PUBLIC RESOURCES**

- I do not use public resources, such as agency staff time, equipment, supplies or facilities, for private gain or personal purposes.
- I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.
- I demonstrate concern for the proper use of agency assets (such as personnel, time, property, equipment, funds) and follow established procedures.
- I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the City and its residents.

# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

**TITLE:**

**PUBLIC HEARING – HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-10, HISTORIC REGISTER CATEGORIZATION NO. 2020-09, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-12 FOR PROPERTY LOCATED AT 920 NORTH LOUISE STREET**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-10 and Historic Register Categorization No. 2020-09 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Valerie J. Boulter, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Valerie J. Boulter is requesting approval to designate an existing residence located at 920 North Louise Street to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the west side of North Louise Street in the Washington Square neighborhood. The site consists of a 1,729-square-foot, Ranch House residence and detached garage on a 10,902-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria



HRCA No. 2020-10, HRC No. 2020-09,  
HPPA No. 2020-12  
October 29, 2020  
Page 2

established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 84 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the Clem-Koentopp House, is located within the Washington Square neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1936 by an unknown builder. Most of the Washington Square area was owned by the family of Jacob Ross, who purchased portions of the Rancho Santiago de Santa Ana in 1868 and 1869. By 1905, Baker and Towner were the only streets in the neighborhood, which extended from Hickey (now Civic Center Drive) only as far as Washington Avenue and which contained only about a dozen homes. During the 1930s, many of the homes were built by local contractor Emmett Rogers, who sold lots and built homes according to standard plans, which individual property owners could customize to their tastes. With the return of servicemen following World War II and the accompanying demand for homes in Southern California, the development of Washington Square was all but completed.

Asymmetrical in design, the house exhibits a strong horizontal emphasis and features a moderately pitched cross-hipped roof design with two front-facing hipped extensions "wings" along the front, facing outwardly in opposite directions, and two gabled extensions along the rear (west) elevation. The roof design exhibits wide open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing while the exterior of the house is clad in a combination of brick and horizontal wood siding. Located off-center and sheltered under the main roof, the entry is characterized by brick veneer siding, ceramic tile walkway, simple wood porch supports with horizontal wood slates, and decorative porch railings with a geometric design. The entry also features long multi-light, wood casement windows with floor-to-ceiling decorative shutters and a multi-light French-door, also with floor-to-ceiling decorative shutters. Along the front elevation, the southern "wing" features an extension for a window seat design that feature two multi-light fixed picture windows. The northern "wing" features multiple multi-light wood casement windows, of which one is deeply recessed and prominently located along the front end of the "wing." Along the north, south, and west elevation, the building incorporates a series of wood windows, including multi-light casement windows with decorative shutters, and a wood bay window with a patina copper cover. An exterior brick chimney with a stone veneer is located along the rear (west) elevation and rises above the roof ridgeline. Character-defining features of the Clem-Koentopp House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood siding; cross-hipped roof design; front-facing hipped

extensions "wings"; wide open eaves with exposed rafters; fenestration (casement, fixed, and bay windows); and exterior brick chimney.

The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana.

### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

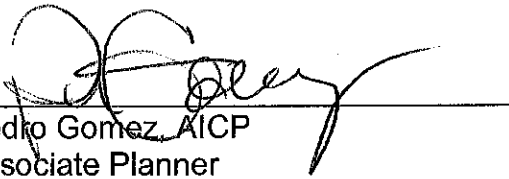
### Public Notification

The subject site is located within the Washington Square Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

HRCa No. 2020-10, HRC No. 2020-09,  
HPPA No. 2020-12  
October 29, 2020  
Page 4

**CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-75 will be filed for this project.



Pedro Gomez, AICP  
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\920 N. Louise Street -Clem-Koentopp House\Staff Report - 920 N. Louise Street

- Exhibits      1 – Resolution  
                  2 – Mills Act Agreement  
                  3 – 500-Foot Radius Map

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-10 TO PLACE THE PROPERTY LOCATED AT 920 NORTH LOUISE STREET, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-09 PLACING SAID PROPERTY WITHIN THE KEY CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-10) and categorization (Historic Resources Commission Categorization No. 2020-09) of the Clem-Koentopp House located at 920 North Louise Street, Santa Ana.
- B. The Clem-Koentopp House has distinctive architectural features of the Ranch House style and was built in 1936.
- C. The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana. Character-defining features of the Clem-Koentopp House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood siding; cross-hipped roof design; front-facing hipped extensions "wings"; wide open eaves with exposed rafters; fenestration (casement, fixed, and bay windows); and exterior brick chimney.
- D. The legal owner of the property is Valerie J. Boulter.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.
- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historical Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.

- G. The subject property meets the minimal standards for placement in the Key category pursuant to Section 30-2.2(2) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-75 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-10 to place the Clem-Koentopp House located at 920 North Louise Street, Santa Ana, 92703 on the historical register, and
- B. Historic Register Categorization No. 2020-09 placing the Clem-Koentopp House located at 920 North Louise Street, Santa Ana, 92703 within the Key category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

---

Alberta Christy  
Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES: Commission members \_\_\_\_\_  
NOES: Commission members \_\_\_\_\_  
ABSTAIN: Commission members \_\_\_\_\_  
NOT PRESENT: Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana



**LEGAL DESCRIPTION**

APN	Address	Legal Description	Owner Names
405-262-08	920 North Louise Street	<p>PARCEL 1: THE EASTERLY 175 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING AT A POINT WHICH IS 325 WEST OF THE 375 FEET NORTH (PARALLEL TO THE WEST LINE OF BAKER STREET) OF THE NORTHEAST CORNER OF LOT 4 IN BLOCK "A" OF "HEDGES ADDITION TO SANTA ANA," AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 48 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING WEST 325 TO THE EAST LINE OF BRISTOL STREET, 74 FEET; THENCE EAST 325 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF BAKER STREET, 74 FEET TO THE POINT OF BEGINNING.</p> <p>PARCEL 2: THE SOUTH 1.45 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 OF "TRACT NO. 839," AS SHOWN ON A MAP RECORDED IN BOOK 25, PAGE 42 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE</p>	Valerie J. Boulter

COUNTY, CALIFORNIA;  
RUNNING THENCE WEST  
ALONG THE SOUTH LINE OF  
SAID LOT 6, 144.25 FEET TO  
THE SOUTHWEST CORNER  
OF SAID LOT; THENCE  
SOUTH PARALLEL TO THE  
EAST LINE OF BRISTOL  
STREET, 172.23 FEET, MORE  
OR LESS, TO THE NORTH  
LINE OF HEDGES ADDITION,  
AS SHOWN ON A MAP  
RECORDED IN BOOK 31,  
PAGE 48 OF  
MISCELLANEOUS RECORDS  
OF LOS ANGELES COUNTY,  
CALIFORNIA; THENCE EAST  
ALONG THE NORTH LINE OF  
HEDGES ADDITION 144.25  
FEET, MORE OR LESS, TO  
THE WEST LINE OF LOUISE  
STREET; THENCE NORTH  
ALONG THE WEST LINE OF  
LOUISE STREET 172.23  
FEET, MORE OR LESS, TO  
THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT  
PORTION, IF ANY, INCLUDED  
IN THE PARCEL OF LAND  
DESCRIBED IN DEED FROM  
H.M. SECREST AND WIFE TO  
J. EARL. BROWNING AND  
WIFE RECORDED  
SEPTEMBER 24, 1937 IN  
BOOK 911, PAGE 153 OF  
OFFICIAL RECORDS.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Valerie J. Boulter, an unmarried woman**, (hereinafter collectively referred to as “Owner”), owner of real property located at **920 North Louise Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **920 North Louise Street, Santa Ana, CA, 92703** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

#### **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

#### **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **920 North Louise Street**, Assessor Parcel Number, **405-262-08**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed,



delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Valerie J. Boulter  
920 North Louise Street  
Santa Ana, CA 92703

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
VALERIE J. BOULTER

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THE EASTERLY 175 FEET OF THE FOLLOWING DESCRIBED LAND:

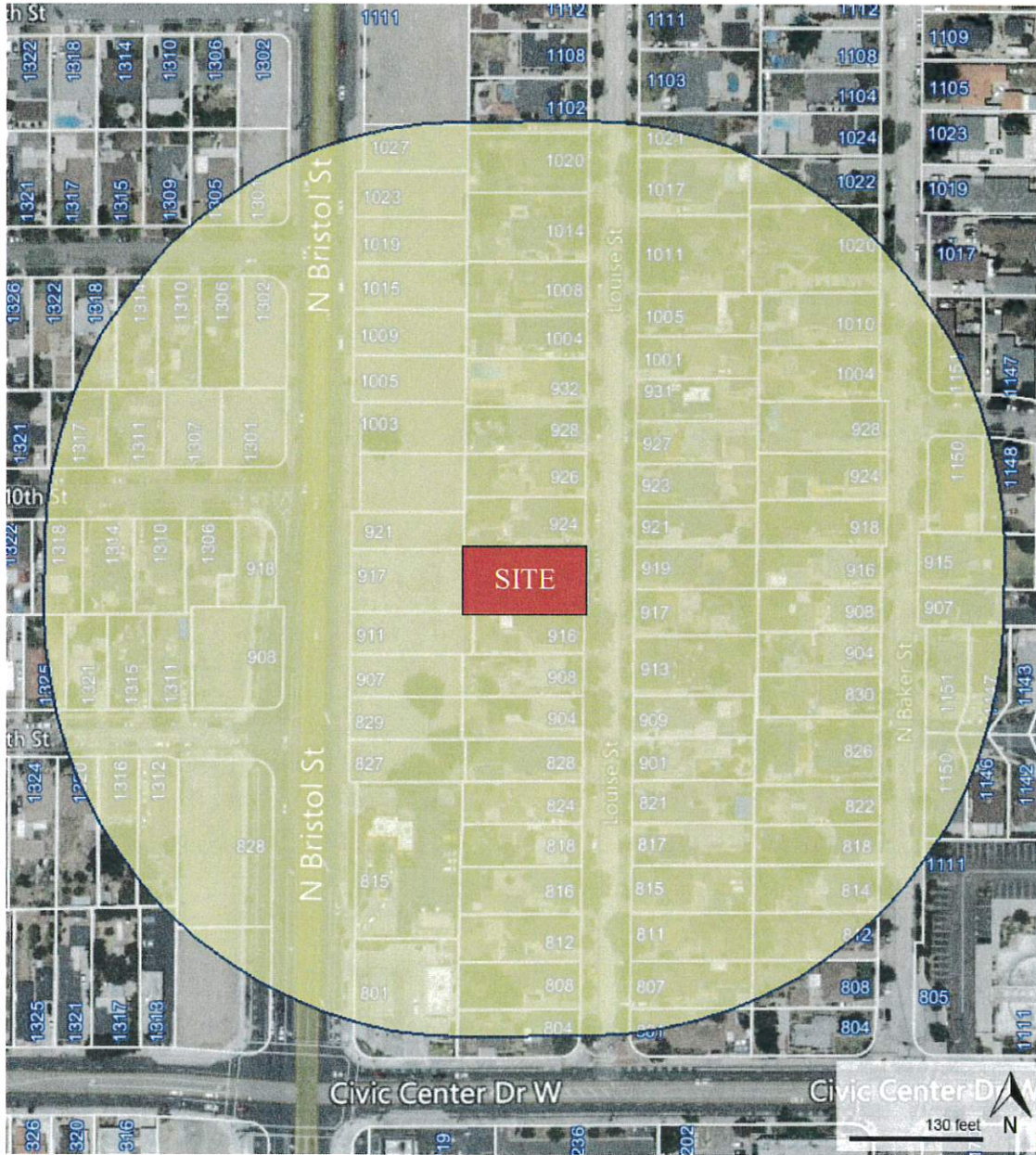
BEGINNING AT A POINT WHICH IS 325 WEST OF THE 375 FEET NORTH (PARALLEL TO THE WEST LINE OF BAKER STREET) OF THE NORTHEAST CORNER OF LOT 4 IN BLOCK "A" OF "HEDGES ADDITION TO SANTA ANA," AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 48 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING WEST 325 TO THE EAST LINE OF BRISTOL STREET, 74 FEET; THENCE EAST 325 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF BAKER STREET, 74 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

THE SOUTH 1.45 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 OF "TRACT NO. 839," AS SHOWN ON A MAP RECORDED IN BOOK 25, PAGE 42 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 6, 144.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH PARALLEL TO THE EAST LINE OF BRISTOL STREET, 172.23 FEET, MORE OR LESS, TO THE NORTH LINE OF HEDGES ADDITION, AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 48 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE EAST ALONG THE NORTH LINE OF HEDGES ADDITION 144.25 FEET, MORE OR LESS, TO THE WEST LINE OF LOUISE STREET; THENCE NORTH ALONG THE WEST LINE OF LOUISE STREET 172.23 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION, IF ANY, INCLUDED IN THE PARCEL OF LAND DESCRIBED IN DEED FROM H.M. SECREST AND WIFE TO J. EARL. BROWNING AND WIFE RECORDED SEPTEMBER 24, 1937 IN BOOK 911, PAGE 153 OF OFFICIAL RECORDS.

**Assessor's Parcel Number: 405-262-08**



500' RADIUS

HRC 2020-09 HRCA 2020-10/ HPPA 2020-12  
920 NORTH LOUISE STREET  
CLEM-KOENTOPP HOUSE

PLANNING AND BUILDING AGENCY

# EXECUTIVE SUMMARY

**Clem-Koentopp House**  
**920 North Louise Street**  
**Santa Ana, CA 92703**

NAME	Clem-Koentopp House			REF. NO.
ADDRESS	920 North Louise Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1936	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Washington Square	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION		C/3	CALIFORNIA REGISTER STATUS CODE	5S3

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

**SUMMARY/CONCLUSION:**

The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana (Santa Ana Municipal Code, Section 30-2.2).

<b>EXPLANATION OF CODES:</b>	
<ul style="list-style-type: none"> <li>• <b>California Register Criteria for Evaluation:</b> (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)</li> </ul>	
<p><b>3:</b> It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.</p>	
<ul style="list-style-type: none"> <li>• It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.</li> </ul>	
<p><b>5S3:</b> Appears to be individually eligible for local listing or designation through survey evaluation.</p>	



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(s) or number (assigned by recorder) *Clem-Koentopp House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*b. USGS 7.5' Quad *TCA 1725*

\*c. Address *920 North Louise Steet*

\*e. Other Locational Data: Assessor's Parcel Number *405-262-08*

\*a. County *Orange County*

Date: *March 3, 2015*

City *Santa Ana*

Zip *92703*

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

*Located in Washington Square, this is a one-story single-family residence on a large parcel constructed in a Ranch House style. A detached garage is located a few feet behind (west of) the south end of the rear (west) elevation of the residence. Asymmetrical in design, the house exhibits a strong horizontal emphasis and features a moderately pitched cross-hipped roof design with a two front-facing hipped extensions "wings" along the front, facing outwardly in opposite directions, and two gabled extensions along the rear (west) elevation. The roof design exhibits wide open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing while the exterior of the house is clad in a combination of brick and horizontal wood siding. Located off-center and sheltered under the main roof, the entry is characterized by brick veneer siding, ceramic tile walkway, simple wood porch supports with horizontal wood slates, and decorative porch railings with a geometric design. The entry also features long multi-light, wood casement windows with floor-to-ceiling decorative shutters and a multi-light french-door, also with floor-to-ceiling decorative shutters. Along the front elevation, the southern "wing" features an extension for a window seat design that feature two multi-light fixed picture windows. The northern "wing" features multiple multi-light wood casement windows, of which one is deeply recessed and prominently located along the front end of the "wing." Along the north, south, and west elevation, the building incorporates a series of wood windows, including multi-light casement windows with decorative shutters, and a wood bay window with a patina copper cover. An exterior brick chimney with a stone veneer is located along the rear (west) elevation and rises above the roof ridgeline. The property is heavily landscaped with mature palm trees, a lawn, low vegetation and single decorative walkway leading towards the front entry.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



P5b. Photo: (view and date)

*East elevation, view west  
 September 2020*

\*P6. Date Constructed/Age and Sources:  historic  
*1936/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Valerie Boulter  
 920 North Louise Steet  
 Santa Ana, CA 92703*

\*P8. Recorded by:  
*Pedro Gomez  
 20 Civic Center Plaza M-20  
 Santa Ana, CA 92702*

\*P9. Date Recorded:  
*October 22, 2020*

\*P10. Survey Type:  
*Intensive Survey Update*

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

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)



**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 3

\*NRHP Status Code 5S3

\*Resource Name or #: *Clem-Koentopp House*

- B1. Historic Name: *Clem-Koentopp House*
- B2. Common Name: *Same*
- B3. Original Use: *Single-Family Residence*
- B4. Present Use: *Single-Family Residence*
- \*B5. Architectural Style: *Ranch House*
- \*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed 1936. \$5,000.*

*September 10, 1971. Waterheater installation.  
 September 24, 1974. Heating and air repair for Cecil Mahoney.  
 April 25, 2000. Service meter upgrade.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Harold Carl Nordstrom* b. Builder: *Unknown*

\*B10. Significance: Theme *Residential Architecture* Area *Santa Ana*  
 Period of Significance: *1936* Property Type: *Single-Family Residence* Applicable Criteria: *C/3*  
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

*The Clem-Koentopp House is architecturally significant as an early and characteristic example of Ranch House style. Built in 1936, the Clem-Koentopp House was designed by H.C. Nordstrom, a local Santa Ana architect and a "Renovize Man," associated with the Santa Ana Renovize campaign of the early 1930's. Mr. Nordstrom is associated with Stanley Clem, a local Santa Ana civic leader, vice-president, and sales manager of the Santa Ana Lumber Company. Along with Mr. Nordstrom, Stanley Clem is credited with designing and patenting the "Lockcraft" framing system, which at the time was a new system of wood building construction that combined, "qualities of safety, economy, beauty, and simplicity" (Santa Ana Register, July 2, 1936).*

*The first known residents of the Clem-Koentopp House were Albert P. Koentopp and his wife Mildred Koentopp. Mr. Koentopp was a doctor of chiropractic (D.C.) and doctor of chiropractic philosophy (Ph.C.) who graduated from Palmer College of Chiropractic and practiced in the historic Otis Building on 101 West Fourth Street at Martyn X-Ray Chiropractors along fellow Palmer graduate and chiropractor C.A. Martyn, D.C. Mr. and Mrs. Koentopp remained in the property until mid-1940's when it was sold to James and Cecil A. Mahoney who remained in the house until 1987. According to city directories, the next resident was Edwin Smith (1988), who then sold it to Daniel Hopson in 2001. Robert and Diedre Moffat purchased the property in 2006 and sold it to the current property in 2017.*

(See Continuation Sheet 3 of 3.)

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

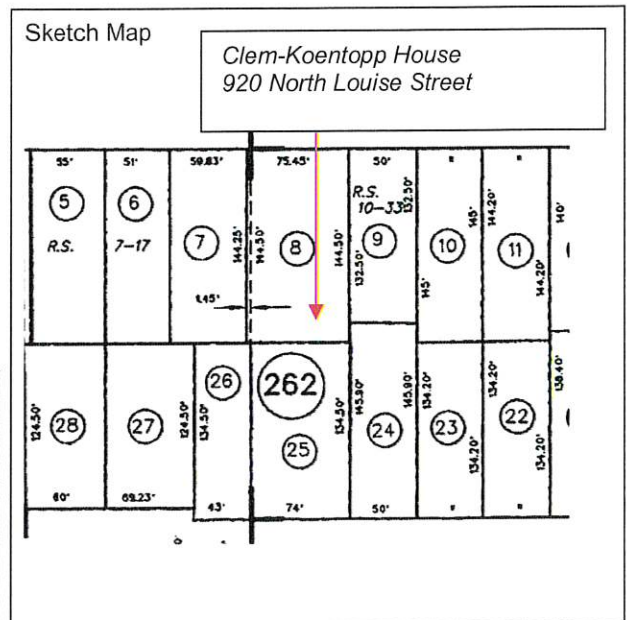
\*B12. References:

*City of Santa Ana Building Permits  
 Santa Ana History Room Collection, Santa Ana Public Library  
 Sanborn Maps  
 (See Continuation Sheet 3 of 3.)*

B13. Remarks:

\*B14. Evaluator: *Leslie Heumann/Chattel, Inc.*  
 \*Date of Evaluation: *October 29, 2020*

(This space reserved for official comments.)





**\*B10. Significance (continued):**

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Clem-Koentopp House is located in Washington Square, a neighborhood northwest of downtown Santa Ana bounded by Bristol Street, West Seventeenth Street, North Flower Street, and West Civic Center Drive. Most of this area was owned by the family of Jacob Ross, who had purchased portions of the Rancho Santiago de Santa Ana in 1868 and 1869. Walnuts and other crops were grown in the area during the late nineteenth and early twentieth centuries, with a few farmhouses, most notably the Ross-McNeal House at 1020 North Baker Street, dotting the landscape. By 1905, Baker and Towner were the only streets in the neighborhood, which extended from Hickey (now Civic Center) only as far as Washington and which contained only about a dozen homes. The status quo had not changed much by 1915, when a brick yard was located at the northern terminus of Olive Street at Hickey. In 1925, the beginning of the development that would convert this largely agricultural area into a middle class neighborhood of single-family homes over the next 25 years had begun. In the late 1920s and early 1930s, the Tudor Revival and Spanish Colonial Revival homes were the standard, with American Colonial Revival saltboxes and ranch style homes favored in the years before and after World War II. During the 1930s, many of the homes were built by local contractor Emmett Rogers, who sold lots and built homes according to standard plans, which individual property owners could customize to their tastes ("Washington Square: A Neighborhood of Pride," Washington Square Neighborhood Association). With the return of servicemen following the war and the accompanying demand for homes in southern California, the development of Washington Square was all but completed.*

*The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Clem-Koentopp House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood siding; cross-hipped roof design; front-facing hipped extensions "wings"; wide open eaves with exposed rafters; fenestration (casement, fixed, and bay windows); and exterior brick chimney.*

**\*B12. References (continued):**

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Hess, Alan. Ranch House. New York: Harry N. Abrams, Inc. 2004*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*"Alison Honer Dies at 84," The Santa Ana Journal, September 21, 1981.*  
*"Builder of Honer Plaza Dies," Orange County Register, September 15, 1981.*  
*"History of Floral Park." <http://www.floral-park.com/page2.html>.*  
*Santa Ana and Orange County Directories, 1940-1979.*  
*Talbert, Thomas B. (editor). The Historical Volume and Reference Works: Orange County. Whittier, CA: Historical Publishers, 1963.*

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.

**From:** [bobi keenan](#)  
**To:** [eComment](#)  
**Subject:** To: Planning Commission/Historic Resources Commission re: 920 N. Louise Street  
**Date:** Tuesday, October 20, 2020 7:44:06 PM

---

Hello,

Regarding the request by Valerie Boulter, owner of the home at 920 N. Louise Street, to have her home (historically known as the Clem-Koentopp House) categorized as a Historical Property and placed in the Santa Ana Register of Historic Properties, I ask that you consider my opinion when this application comes before you.

I purchased my home at 919 N. Louise Street in 1992 and I really love it, for so many reasons. One of them is that every time I look across the street, or come and go from my house, I see the house at 920 N. Louise.

If I were wealthy, rather than just rich (in experiences and blessings), I could have bought that house when it came up for sale several years ago. It is my dream house, inside and out. It is architecturally unique and the inside has been meticulously designed for living at its best. It was true when it was built in the late 1930's and is still as true today.

In the time I have been here, Ms. Boulter is the third owner. The prior owners appreciated their home, inside and out and they were pretty careful to maintain it in good condition, but some things kind of slid by.

Since Ms. Boulter purchased it, she has been relentless and pro-active in not only maintaining the house but in preserving its unique character. She has added to its beauty with landscaping that is very well planned and maintained. She has invested a great deal of money to restore the things that needed attention and to conserve the original look, feel and substance of the property.

She has made a strong commitment, not only to the home she purchased but to the community she has so heavily invested in. She wasted no time in getting involved in our Washington Square Neighborhood Association. She is an unimaginably good neighbor and has invested substantial personal resources, money and sweat-equity, to make this home the showplace it was always meant to be.

I feel adamant that the homes in Santa Ana that have a historical character and historical significance are among our greatest assets. It is in all our interests to preserve them and to support their owners in efforts to do so. These houses are actually ambassadors for our City, that stand to say, "This is a beautiful and good place to live; Come join us". This is a poster-child home for that concept.

In the few short years she has lived here, she has done a great deal for this house, for her neighbors, for our Washington Square Neighborhood. She is not only invested in the property, but she has generously become personally invested in Washington Square and the City of Santa Ana.

She has done so much, I think it is unfortunate that the house can never be officially known as the "Boulter House".



The approval of her request would benefit Ms. Boulter, us her neighbors because it enhances our property values, as well as the City of Santa Ana. I am entirely confident that any money she may save on taxes will be directed toward the preservation and improvement of this beautiful house...a Win/Win for all of us.

I enthusiastically encourage you to approve her application.

Very sincerely,

*bobi keenan*  
*919 N. Louise Street*  
*Santa Ana, CA*  
*714-206-2530*

# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

**TITLE:**

**PUBLIC HEARING – HISTORIC RESOURCES  
COMMISSION APPLICATION NO. 2020-02,  
HISTORIC REGISTER CATEGORIZATION  
NO. 2020-01, AND HISTORIC PROPERTY  
PRESERVATION AGREEMENT NO. 2020-02  
FOR PROPERTY LOCATED AT 936 WEST RIVER  
LANE**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

As Recommended

As Amended

Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-02 and Historic Register Categorization No. 2020-01 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Paul E. Sanford and Jeffrey J. Lemay, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Paul E. Sanford and Jeffrey J. Lemay are requesting approval to designate an existing residence located at 936 West River Lane to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the south side of West River Lane in the Jack Fisher Park neighborhood. The site consists of a two-story 2,797-square-foot, French Eclectic residence and attached garage on a 15,246-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria

established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 72 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the Harold T. Segerstrom House, is located within the Jack Fisher Park neighborhood boundaries and has distinctive architectural features of the French Eclectic Style. The residence was built in 1948 by prominent local builder Allison Honer, credited as the subdivider and builder of a major portion of northwest Santa Ana, now the Floral Park subdivision between Seventeenth Street and Santiago Creek. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco Style Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza.

The Harold T. Segerstrom house was built for Harold "Hal" Segerstrom Sr. and wife Veronica P. Segerstrom. Segerstrom Sr., one of the six sons of Charles John (C.J.) and Britta Segerstrom, was a member of one of the leading families of Orange County. C.J. and Britta Segerstrom came to Orange County from Sweden, with an intermediate stop in the Midwest, in 1898. They purchased land in what is now Costa Mesa and established a family agricultural business, which specialized in producing lima beans and maintaining a large dairy herd. Following World War II, the family branched into commercial and industrial ventures, and, with the construction of South Coast Plaza Town Center, became one of the most successful land developers in the county. The Segerstrom interests also built the first high rise in Santa Ana, the United California Building at the corner of Tenth and Main Streets.

Asymmetrical in composition, the residence is defined by a two-story central block topped with a tall, steeply pitched, hipped roof, featuring two wings in the east and west direction, and front-facing gabled extension along the first floor. The exterior of the house is clad in a combination of brick, smooth stucco, and horizontal wood board siding on the front-facing gable ends. The roof treatment defines four sections of the front (north) façade. In the middle, the central block features an entry porch formed by a second story extension and characterized by brick cladding around the door, a simple wood post, and an adjacent metal fixed window with diamond shaped patterns. The second story features a pair of metal casement windows framed by a pediment design along the roof edge, carried across to the rear design. The front-facing gabled extension features a prominent bay window with a protruding decorative brick wall below. Metal-framed casement windows appear in the two west sections of the façade as well as the east section, each framed by decorative wood shutters. The two west sections feature a side-gabled design

with a varied roof height, with the section furthest from the central block smaller in height. The east section of the front façade is an attached three-car garage featuring a side-gabled design and forming a breezeway that leads to the garage entry accessed by the rear. This east section features a hipped dormer extension and a decorative rooftop pinnacle. The rear (south) elevation also features a series of metal casement windows, including divided-light steel casement corner windows and divided-light, tripartite casement windows. An exterior brick chimney rises above the roof ridgeline framing a modest rear patio formed by a side-gable roof extension. Character-defining features of the Harold T. Segerstrom House include, but may not be limited to: asymmetrical façade; steeply pitched, hipped roof; front-facing and side-gabled extensions; materials and finishes (brick, smooth stucco, and horizontal wood board siding); fenestration (metal casement windows with diamond shaped patterns); exterior brick chimney; and front entry porch.

The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 4(b), for its association with renowned Orange County Segerstrom family, who were agriculturalists, developers, and arts patrons, and under Criterion No. 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstrom family.

#### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

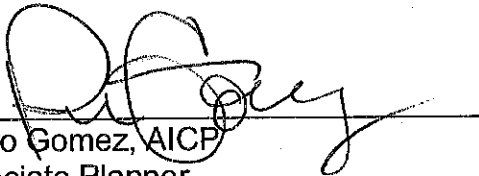
The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

**Public Notification**

The subject site is located within the Jack Fisher Park Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

**CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-59 will be filed for this project.



Pedro Gomez, AICP  
Associate Planner

PG:sb  
S:\Historic Resources Commission\2020\10-29-20\936 W. River Lane - Harold T. Segerstrom House\Staff Report - 936 W. River Lane

- Exhibits      1 – Resolution  
                  2 – Mills Act Agreement  
                  3 – 500-Foot Radius Map

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-02 TO PLACE THE PROPERTY LOCATED AT 936 WEST RIVER LANE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-01 PLACING SAID PROPERTY WITHIN THE LANDMARK CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-02) and categorization (Historic Resources Commission Categorization No. 2020-01) of the Harold T. Segerstrom House located at 936 West River Lane, Santa Ana.
- B. The Harold T. Segerstrom House has distinctive architectural features of the French Eclectic style and was built in 1948.
- C. The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4(b), for its association with renowned Orange County Segerstrom family, agriculturalists, developers, and arts patrons, and under Criterion 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstrom family. Character-defining features of the Harold T. Segerstrom House include, but may not be limited to: asymmetrical façade; steeply pitched, hipped roof; front-facing and side-gabled extensions; materials and finishes (brick, smooth stucco, and horizontal wood board siding); fenestration (metal casement windows with diamond shaped patterns); exterior brick chimney; and front entry porch.
- D. The legal owners of the property are Paul E. Sanford and Jeffrey J. Lemay.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.



- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Landmark category pursuant to Section 30-2.2(1) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-59 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-02 to place the Harold T. Segerstrom House located at 936 West River Lane, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-01 placing the Harold T. Segerstrom House located at 936 West River Lane, Santa Ana, 92706 within the Landmark category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

---

Alberta Christy  
Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES: Commission members \_\_\_\_\_  
NOES: Commission members \_\_\_\_\_  
ABSTAIN: Commission members \_\_\_\_\_  
NOT PRESENT: Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana

**LEGAL DESCRIPTION**

APN	Address	Legal Description	Owner Names
001-232-19	936 West River Lane	<p>PARCEL 1: LOT 7 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.</p> <p>PARCEL 2: THAT PORTION OF LOT 6 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38. PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOW: BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 6, RUNNING THENCE NORTHEASTERLY ALONG THE THENCE NORTHWESTERLY BOUNDARY LINE THEREOF, 30 FEET; THENCE SOUTHEASTERLY 142.05 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE THEREOF DISTANCE THEREON NORTHEASTERLY 36.84 FEET FROM THE MOST SOUTHERLY BOUNDARY LINE, 36.84 FEET TO THE SAID MOST SOUTHERLY CORNER THEREOF; THENCE</p>	Paul E. Sanford and Jeffrey J. Lemay

FREE RECORDING PURSUANT TO  
GOVERNMENT CODE § 27383

		NORTHWESTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE THEREOF, 139.32 FEET TO THE POINT OF BEGINNING.	
--	--	---	--

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Paul E. Sanford, Trustee of the Paul E. Sanford Declaration of Trust dated 06/14/2007 and Jeffrey J. Lemay, Trustee of the Jeffrey J. Lemay Declaration of Trust dated 06/14/2007, as tenants in common**, (hereinafter collectively referred to as “Owner”), owners of real property located at **936 West River Lane, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **936 West River Lane, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions,



organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code

Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **936 West River Lane**, Assessor Parcel Number, **001-232-19**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic

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

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Paul E. Sanford and Jeffrey J. Lemay  
936 West River Lane  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
PAUL E. SANFORD, TRUSTEE OF THE  
PAUL E. SANFORD DECLARATION OF  
TRUST DATED 06/14/2007

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JEFFREY J. LEMAY, TRUSTEE OF THE  
JEFFREY J. LEMAY DECLARATION OF  
TRUST DATED 06/14/2007

**APPROVED AS TO FORM:**

SONIA CARVALHO  
City Attorney

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

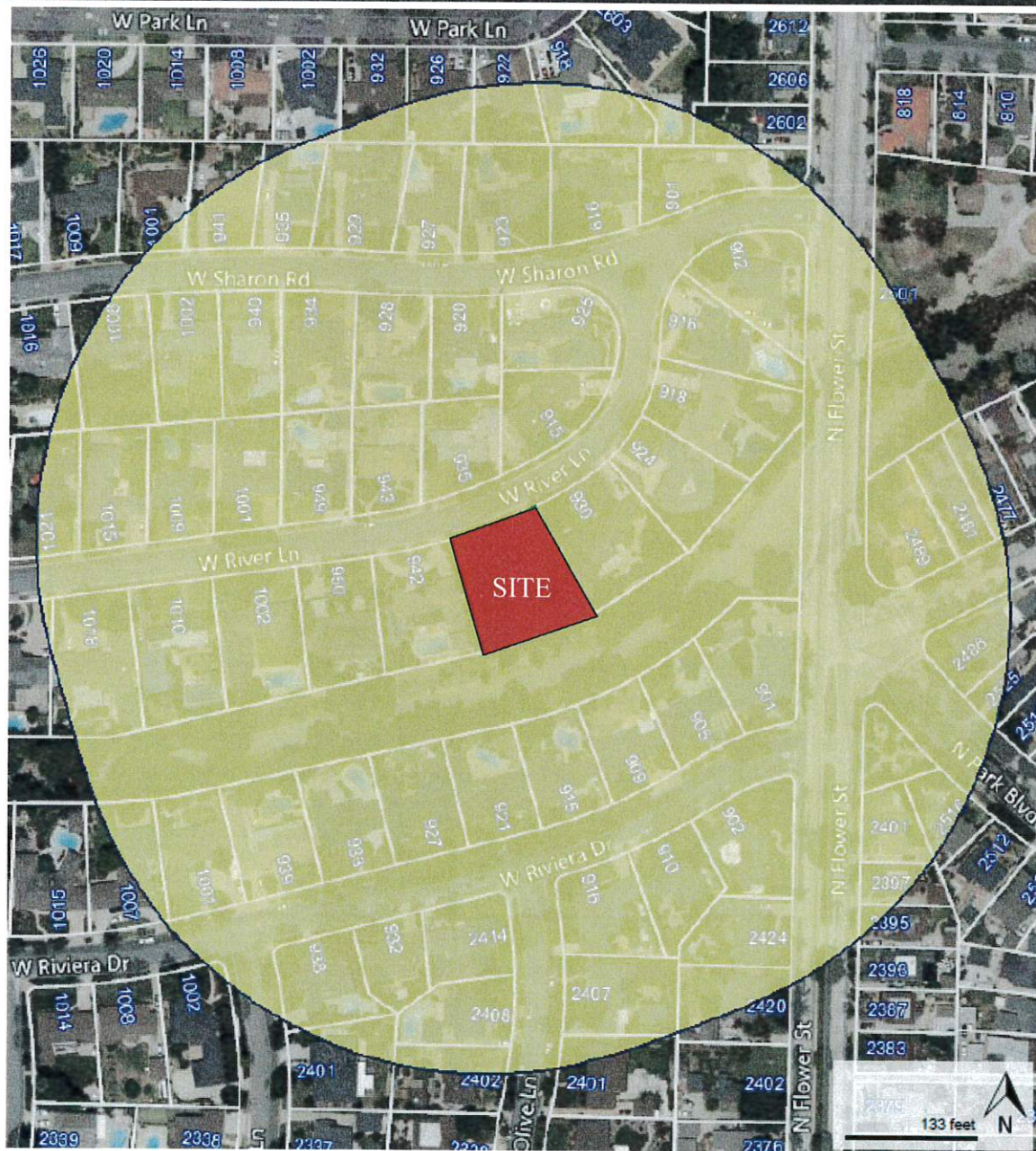
LOT 7 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 2:**

THAT PORTION OF LOT 6 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOW:  
BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 6, RUNNING THENCE NORTHEASTERLY ALONG THE THENCE NORTHWESTERLY BOUNDARY LINE THEREOF, 30 FEET; THENCE SOUTHEASTERLY 142.05 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE THEREOF DISTANCE THEREON NORTHEASTERLY 36.84 FEET FROM THE MOST SOUTHERLY BOUNDARY LINE, 36.84 FEET TO THE SAID MOST SOUTHERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE THEREOF, 139.32 FEET TO THE POINT OF BEGINNING.

**Assessor's Parcel Number: 001-232-19**





500' RADIUS

HRC 2020-01/ HRCA 2020-02/ HPPA 2020-02  
936 WEST RIVER LANE  
HAROLD T. SEGERSTROM HOUSE

PLANNING AND BUILDING AGENCY

# EXECUTIVE SUMMARY

**Harold T. Segerstrom House**  
**936 West River Lane**  
**Santa Ana, CA 92706**

NAME	Harold T. Segerstrom House			REF. NO.
ADDRESS	936 West River Lane			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1948	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Jack Fisher Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** French Eclectic Style

Based upon precedents provided by many centuries of French domestic architecture, the French Eclectic style shows great variety in form and detailing but is united by the characteristic roof. (Only the Spanish Revival style, similarly based upon a long and complex architectural tradition, approaches it in variety). Informal domestic building in northwestern France (particularly Normandy and Brittany) shares much with Medieval English tradition. The use of half-timbering with a variety of different wall materials, as well as roofs of flat tile, slate, stone, or thatch are common to both. As a result, the French Eclectic houses often resemble the contemporaneous Tudor style based on related English precedent. French examples, however, normally lack the dominant front-facing cross gables characteristic of the Tudor. In contrast to these generally informal, rural prototypes, Many French Eclectic houses show formal Renaissance detailing resembling that of the English Georgian. (McAlester 486).

**SUMMARY/CONCLUSION:**

The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4(b), for its association with renowned Orange County Segerstrom family, agriculturalists, developers, and arts patrons, and under Criterion 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstroms (Santa Ana Municipal Code, Section 30-2.2).

**EXPLANATION OF CODES:**

- California Register Criteria for Evaluation: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)
  - 3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
  - 5S3:** Appears to be individually eligible for local listing or designation through survey evaluation.



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(s) or number (assigned by recorder) *Harold T. Segerstrom House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*a. County Orange County

\*b. USGS 7.5' Quad: TCA 1725

Date: March 3, 2015

\*c. Address 936 West River Lane

City: Santa Ana

Zip: 92706

\*e. Other Locational Data: Assessor's Parcel Number 001-232-19

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

*Located in Jack Fisher Park, this is a two-story single-family residence on a large parcel, sited with a deep setback and constructed in the French Eclectic style. The residence is asymmetrical in composition, defined by the two-story central block topped with a tall, steeply pitched, hipped roof, featuring two wings in the east and west direction, and front-facing gabled extension along the first floor. The exterior of the house is clad in a combination of brick, smooth stucco, and horizontal wood board siding on the front-facing gable ends. The roof treatment defines four sections of the front (north) façade. In the middle, the central block features an entry porch formed by a second story extension and characterized by brick cladding around the door, a simple wood post, and an adjacent metal fixed window with diamond shaped patterns. The second story features a pair of metal casement windows framed by a pediment design along the roof edge, carried across to the rear design. The front-facing gabled extension features a prominent bay window with a protruding decorative brick wall below. Metal-framed casement windows appear in the two west sections of the façade as well as the east section, each framed by decorative wood shutters. The two west sections feature a side-gabled design with a varied roof height, with the section furthest from the central block smaller in height. The east section of the front façade is an attached three-car garage featuring a side-gabled design and forming a breezeway that leads to the garage entry accessed by the rear. This east section features a hipped dormer extension and a decorative rooftop pinnacle. The rear (south) elevation also features a series of metal casement windows, including divided-light steel casement corner windows and divided-light, tripartite casement windows. An exterior brick chimney rises above the roof ridge line framing a modest rear patio formed by a side-gable roof extension. The property is landscaped with mature trees, low vegetation, neatly trimmed hedges, and a decorative brick walkway leading towards the rear.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



**P5b. Photo:** (view and date)  
*North elevation, view south  
 September 2020*

\*P6. Date Constructed/Age and Sources:  historic  
*1948/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Paul E. Sanford and Jeffrey L. Lemay  
 936 West River Lane  
 Santa Ana, CA 92706*

\*P8. Recorded by:  
*Pedro Gomez, City of Santa Ana  
 20 Civic Center Plaza M-20  
 Santa Ana, CA 92702*

\*P9. Date Recorded:  
*October 22, 2020*

\*P10. Survey Type:  
*Intensive Survey Update*

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

\*Attachments:  None  Location

Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)



**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: *Harold T. Segerstrom House*

B1. Historic Name: *Harold T. Segerstrom House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

\*B5. Architectural Style: *French Eclectic*

\*B6. Construction History: (Construction date, alterations, and date of alterations): *August 27, 1948. Constructed. \$25,000.*

*January 27, 1955. Range for H. Segerstrom by Gilbert & Stearns.*

*June 3, 1986. Addition of new pool and spa.*

*August 15, 1991. Kitchen remodel. \$1,500.*

*May 15, 2012. Reroof house and attached garage - remove shakes, install class A comp shingles. \$10,754.*

*March 15, 2019. Install (31) roof mounted solar panels. \$30,000.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Allison Honer*

\*B10. Significance: Theme *Residential Architecture* Area *Santa Ana*  
Period of Significance: *1948* Property Type: *Single-family Residence* Applicable Criteria: *C/3*  
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

*The Harold T. Segerstrom House is architecturally distinguished as a remarkably intact and characteristic example of the French Eclectic style of the late 1940s. Its period revival design, substantial scale, and generous setback contribute to the elegant and distinctive streetscape on River Lane. It was built in 1948 by prominent developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, now the Floral Park subdivision between Seventeenth Street and Santiago Creek. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza.*

*The Harold T. Segerstrom house was built for Harold "Hal" Segerstrom Sr. and wife Veronica P. Segerstrom. Harold Segerstrom Sr., one of the six sons of Charles John (C.J.) and Britta Segerstrom, was a member of one of the leading families of Orange County. C.J. and Britta Segerstrom came to Orange County from Sweden, with an intermediate stop in the Midwest, in 1898. They purchased land in what is now Costa Mesa and established a family agricultural business, which specialized in producing lima beans and maintaining a large dairy herd.*

*(See Continuation Sheet 3 of 3.)*

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

\*B12. References:

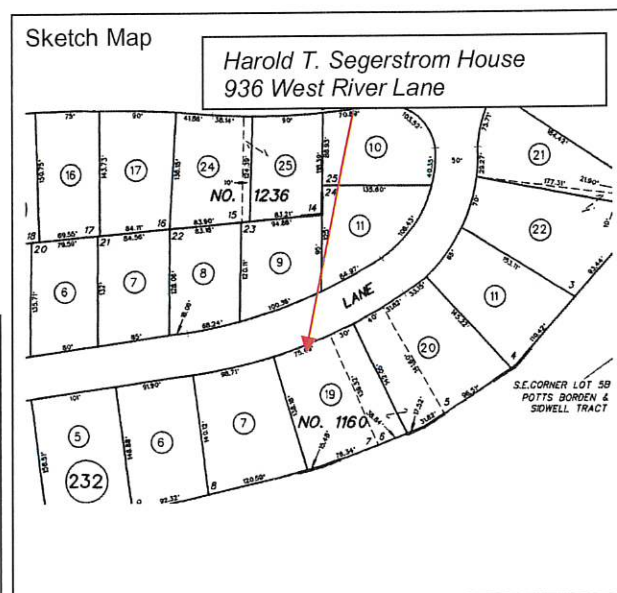
*City of Santa Ana Building Permits  
Santa Ana History Room Collection, Santa Ana Public Library  
Sanborn Maps  
(See Continuation Sheet 3 of 3.)*

B13. Remarks:

\*B14. Evaluator: *Leslie Heumann/Chattel Inc.*

\*Date of Evaluation: *October 29, 2020*

(This space reserved for official comments.)



**\*B10. Significance (continued):**

*Following World War II, the family branched into commercial and industrial ventures, and, with the construction of South Coast Plaza Town Center, became one of the most successful land developers in the county. The Segerstrom interests also built the first high rise in Santa Ana, the United California Building at the corner of Tenth and Main Streets. Harold T. Segerstrom Sr. died in 1978; Veronica Segerstrom died in 1982. Along with his cousin Henry T. Segerstrom, Harold T. Segerstrom Jr. joined the family firm, C.J. Segerstrom & Sons in the late 1940's and was a managing partner. Harold T. Segerstrom Jr. remained in the home until 1984 when he moved to Newport Beach with his wife Jeannette Segerstrom but the house remained in the family until the early 1990's, until Harold T. Segerstrom Jr.'s sudden death.*

*The Harold T. Segerstrom House is located in Jack Fisher Park, a neighborhood northwest of downtown Santa Ana bounded by Bristol Street, Santa Clara Avenue, Memory Lane, and the Interstate 5. "The neighborhood takes its name from Jacob (Jack) Fisher. Born in Yakima, Washington, Fisher moved to Santa Ana with his parents and sister in the early twentieth century. In April 1917, upon the United States' entry into World War I, Fisher enlisted in the US Army when he was 18 years old. Assigned to Company L, Seventh California Regiment, Fisher later advanced to the level of corporal in the 58th Infantry of Company D. During his service in World War I, Fisher received several high-level honors for his service in France, including a Purple Heart, French Croix de Guerre with Palm, and the Medaille Militaire, France's highest military recognition. After surviving the battles of Argonne Forest and Verdun, Fisher's final battle was fought in Argonne, from which he emerged with grave injuries. In 1919, Fisher returned to the United States for a period of convalescence. During his recuperation at the military hospital in San Francisco, Fisher studied art and cartoon illustration, which he developed into a career as a cartoonist for the San Francisco Examiner and, later, Santa Ana Register upon his return to Santa Ana in 1927. A decorated veteran with awards from Italy, Belgium, Britain, France, and the United States, Fisher was instrumental in the formation of the Santa Ana Chapter of the Disabled American Veterans. After Fisher's death at the age of 30, in March 1929, the Chapter of Disabled American Veterans he helped form took his name as the Jack Fisher Post, Chapter of Disabled American Veterans. On August 23, 1933, construction was completed on a park north of Santiago Creek on North Flower Street and dedicated as the Jack Fisher Memorial Park.*

*Prior to its residential development, Fisher Park formed Lots 5B, 8 and 9 of the Potts, Borden and Sidwell Tract, subdivided in 1881. Current-day Interstate 5 conforms to the prominent diagonal swath cut by the Southern Pacific Railroad line, which was established in Santa Ana in the late 1870s and still forms the eastern border of the Fisher Park neighborhood. With the exception of the Southern Pacific Railroad line, the area remained agricultural through much of the first half of the twentieth century, with walnut groves and orchards dotting the landscape. In November 1947, residential development arrived when a narrow strip was cleared, graded, and subdivided into 25 lots offered as Tract No. 1160, "River Lane Tract." Mirroring the curve of Santiago Creek to the south, the streets displayed a curvilinear layout, with lots ranging in size from 70 to 130 feet long, 140 to 190 deep. Three years later, in August 1950, another curvilinear subdivision appeared east of Flower Street, with smaller lots, averaging 60 feet by 90 feet, arranged around a curvilinear pattern with cul de sacs. An outgrowth of earlier City Beautiful and Garden City models, this curvilinear layout reflected neighborhood planning preferences codified in the 1930s by the Federal Housing Administration (FHA), which regulated and financed the increase in home ownership through its mortgage lending and insurance programs. During the post-WWII housing expansion in the United States, the FHA-endorsed model for city planning, as reflected in the neighborhood of Fisher Park, "set the standards for the design of post-World War II subdivisions." (National Register Bulletin, Historic Residential Suburbs, p. 49).*

*Construction quickly transformed the neighborhood from agricultural to residential. A 1947 aerial photograph taken a few months before creation of the River Lane Tract shows the area dominated by groves of trees. By 1955, nearly all the lots of both tracts had been improved with single-family residences with uniform setbacks, mostly in the Ranch House style popular in the 1950s and 1960s, in a configuration and unity of design still reflected there today (2020). The homes of the Jack Fisher Park neighborhood were built following the overwhelming success architects had in the early 1950's, when building homes using "California Ranch" architectural design and features. Homes located in our prestigious neighborhood range from 1,500-6,000 sq. ft., with lot sizes from 6,500-25,000 sqft. Properties within this neighborhood boast some of the largest residential land use in any of the incorporated cities within Orange County and Southern California. Giving true meaning to the phrase, "Sprawling California Ranch" style homes. Jack Fisher Park was named after a local highly decorated World War I hero."*

*The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4(b), for its association with renowned Orange County Segerstrom family, agriculturalists, developers, and arts patrons, and under Criterion 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstroms (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Harold T. Segerstrom House include, but may not be limited to: asymmetrical façade; steeply pitched, hipped roof; front-facing and side-gabled extensions; materials and finishes (brick, smooth stucco, and horizontal wood board siding); fenestration (metal casement windows with diamond shaped patterns); exterior brick chimney; and front entry porch.*

**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 4 of 4

Resource Name: *Harold T. Segerstrom House*

\*Recorded by *Pedro Gomez*

\*Date *October 29, 2020*  Continuation  Update

**\*B12. References (continued):**

- Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.*  
*Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.*  
*Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Newspapers.com (Santa Ana Register)*  
*Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*Santa Ana and Orange County Directories, 1920-1979.*  
*Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917*  
*"Harold T. Segerstrom, 78, Farmer, Businessman, Dies" (newspaper clipping, no date or source)*  
*"Segerstroms Mark 50th Anniversary," (newspaper clipping, 9/15/1975, no source)*



Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.

# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES  
COMMISSION APPLICATION NO. 2020-03,  
HISTORIC REGISTER CATEGORIZATION  
NO. 2020-02, AND HISTORIC PROPERTY  
PRESERVATION AGREEMENT NO. 2020-03  
FOR PROPERTY LOCATED AT 2352 NORTH  
RIVERSIDE DRIVE**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

As Recommended

As Amended

Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-03 and Historic Register Categorization No. 2020-02 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Kevin A. and Lauren L. Marshall, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Kevin A. and Lauren L. Marshall are requesting approval to designate an existing residence located at 2352 North Riverside Drive to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the west side of North Riverside Drive in the Floral Park neighborhood. The site consists of a 1,416-square-foot, Spanish Colonial Revival residence and attached garage on a 7,000-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria

established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 95 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the Barnhill-McDowell House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Spanish Colonial Revival style. The residence was built in 1925 by J.T. McQuinn. A majority of Floral Park was developed by prominent local builder Allison Honer who was credited as the subdivider and builder of a major portion of northwest Santa Ana. In the late 1920s and 1930s, another builder, Roy Roscoe Russell, continued developing the groves of Floral Park. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built.

Rectangular in plan and clad in a light lace rough stucco finish, the house has a predominantly flat roof that is accented by a shaped parapet along all four elevations. Clay barrel tiles clad the parapet as coping and clad a side entry shed roof with distinctive pier supports along the south elevation, as well as a prominent moderate-pitch, front-gabled entry along the front elevation, also with distinctive pier supports. The front and side entries are further enhanced with a decorative clay tile walkway and original entry doors both flanked by two sidelights—all exhibiting a Prairie School-style glazing pattern. Fenestration along the primary, northern, and southern elevation consist of Prairie School-style wood casement windows shaded by fabric awnings. A small bedroom, bath, and laundry room addition as well as a patio cover were attached to the rear of the residence, but due to their location and design they do not impact the integrity of the structure. There is a one-story detached garage at the rear of the property. Character-defining features of the Barnhill-McDowell House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration, materials, and treatment (clay barrel tiling); massing and composition; distinctive porch piers, and doors and windows (Prairie School-style wood casement windows, where extant); and entry.

The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1, as a building with the “distinguishing characteristics of an architectural style or period,” representative of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Typical features of the Spanish Colonial Revival exhibited by the Barnhill-McDowell House include stucco cladding, barrel tile coping and roofing, prominent entry, and stepped parapet. Additionally, the house has

been categorized as “Contributive” because it “contributes to the overall character and history” of the Floral Park neighborhood and is a “good example of period architecture,” representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design.

### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

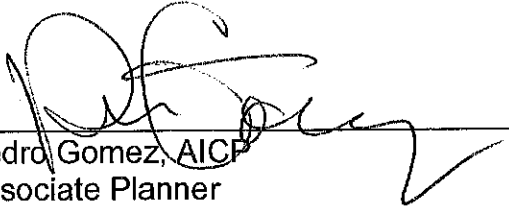
### Public Notification

The subject site is located within the Floral Park Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

### CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-62 will be filed for this project.

HRCA No. 2020-03, HRC No. 2020-02,  
HPPA No. 2020-03  
October 29, 2020  
Page 4



Pedro Gomez, AICP  
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\2352 N Riverside Drive -Barnhill-McDowell House\Staff Report -2320 N. Riverside Drive

- Exhibits
- 1 – Resolution
  - 2 – Mills Act Agreement
  - 3 – 500-Foot Radius Map



RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-03 TO PLACE THE PROPERTY LOCATED AT 2352 NORTH RIVERSIDE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-02 PLACING SAID PROPERTY WITHIN THE CONTRIBUTIVE CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-03) and categorization (Historic Resources Commission Categorization No. 2020-02) of the Barnhill-McDowell House located at 2352 North Riverside Drive, Santa Ana.
- B. The Barnhill-McDowell House has distinctive architectural features of the Spanish Colonial Revival style and was built in 1925.
- C. The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1, as a building with the “distinguishing characteristics of an architectural style or period,” representative of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Typical features of the Spanish Colonial Revival exhibited by the Barnhill-McDowell House include stucco cladding, barrel tile coping and roofing, prominent entry, and stepped parapet. Additionally, the house has been categorized as “Contributive” because it “contributes to the overall character and history” of the Floral Park neighborhood and is a “good example of period architecture,” representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design. Character-defining features of the Barnhill-McDowell House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration, materials, and treatment (clay barrel tiling); massing and composition; distinctive porch piers, and doors and windows (Prairie School-style wood casement windows, where extant); and entry.

- D. The legal owners of the property are Kevin A. and Lauren L. Marshall.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.
- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-62 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-03 to place the Barnhill-McDowell House located at 2352 North Riverside Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-02 placing the Barnhill-McDowell House located at 2352 North Riverside Drive, Santa Ana, 92706 within the Contributive category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

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Alberta Christy  
Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES:                    Commission members \_\_\_\_\_  
NOES:                    Commission members \_\_\_\_\_  
ABSTAIN:                Commission members \_\_\_\_\_  
NOT PRESENT:        Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana

**LEGAL DESCRIPTION**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
002-133-05	2352 North Riverside Drive	LOT 114, OF TRACT NO. 425, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE(S) 33 AND 34, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	Kevin M. and Lauren L. Marshall

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

---

### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Kevin M. Marshall and Lauren L. Marshall, husband and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2352 North Riverside Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2352 North Riverside Drive, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.



b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

#### **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

#### **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **2352 North Riverside Drive**, Assessor Parcel Number, **002-133-05**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying

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

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Kevin M. and Lauren L. Marshall  
2352 North Riverside Drive  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
KEVIN M. MARSHALL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
LAUREN L. MARSHALL

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

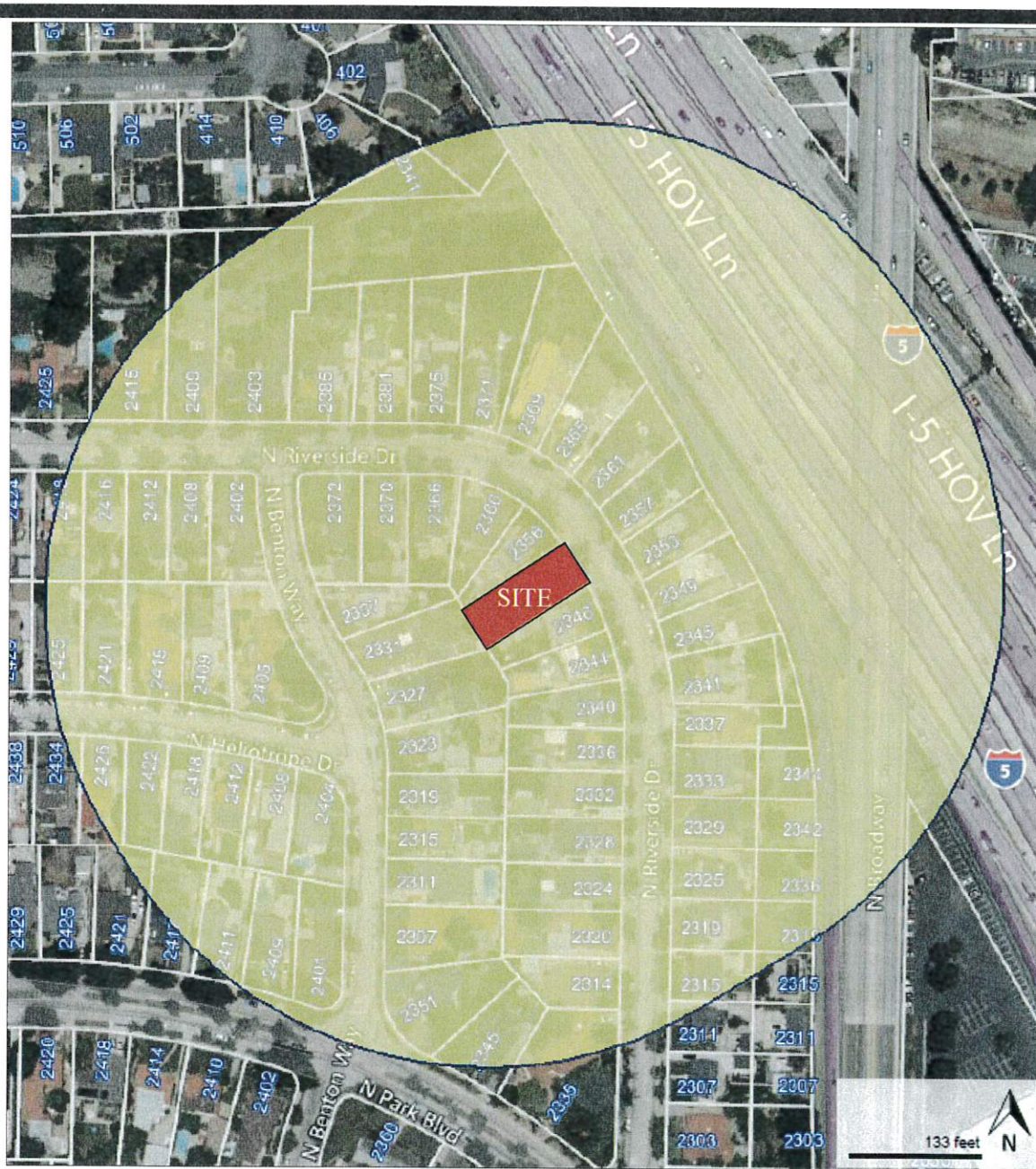
**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 114, OF TRACT NO. 425, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE(S) 33 AND 34, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number: 002-133-05**





500' RADIUS

HRC 2020-02/ HRCA 2020-03 / HPPA 2020-03  
2352 NORTH RIVERSIDE DRIVE  
BARNHILL-MCDOWELL HOUSE

PLANNING AND BUILDING AGENCY

# EXECUTIVE SUMMARY

**Barnhill-McDowell House**  
**2352 North Riverside Drive**  
**Santa Ana, CA 92706**

NAME	Barnhill-McDowell House			REF. NO.
ADDRESS	2352 North Riverside Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1925	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	None	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Spanish Colonial Revival

The Mission/Spanish Colonial Revival style, as its name implies, encompasses two major subcategories. The Mission Revival vocabulary, popular between 1890 and 1920, drew its inspiration from the missions of the Southwest. Identifying features include curved parapets (or espadaña); red tiled roofs and coping; low-pitched roofs, often with overhanging eaves; porch roofs supported by large, square piers; arches; and wall surfaces commonly covered in smooth stucco. The Spanish Colonial Revival flourished between 1915 and 1940, reaching its apex during the 1920s and 1930s. The movement received widespread attention after the Panama-California Exposition in San Diego in 1915, where lavish interpretations of Spanish and Mexican prototypes were showcased. Easily recognizable hallmarks of the Spanish Colonial Revival are low-pitched roofs, usually with little or no overhangs and red tile roof coverings, flat roofs surrounded by tiled parapets, and stuccoed walls. The Spanish vocabulary also includes arches, asymmetry, balconies and patios, window grilles, and wood, wrought iron, tile, or stone decorative elements.

**SUMMARY/CONCLUSION:**

The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its embodiment of the distinguishing characteristics of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood and "is a good example of period architecture," representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design. (Santa Ana Municipal Code, Section 30-2.2).

**EXPLANATION OF CODES:**

- California Register Criteria for Evaluation: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)

**3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

**5S3:** Appears to be individually eligible for local listing or designation through survey evaluation



<b>State of California — The Resources Agency</b> <b>DEPARTMENT OF PARKS AND RECREATION</b> <b>PRIMARY RECORD</b>	Primary # _____ HRI # _____ Trinomial _____ NRHP Status Code _____
	Other Listings _____ Review Code _____ Reviewer _____ Date _____

Page 1 of 3 Resource name(s) or number (assigned by recorder) *Barnhill-McDowell House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*b. USGS 7.5' Quad *TCA 1725*

\*c. Address *2352 North Riverside Drive*

\*e. Other Locational Data: *Assessor's Parcel Number 002-133-05*

\*a. County *Orange County*

Date: *March 3, 2015*

City *Santa Ana*

Zip *92706*

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

*Located in Floral Park, the Barnhill-McDowell House is a flat-roofed, one-story house, constructed in a symmetrical bungalow variant of the Spanish Colonial Revival architectural style. The building is rectangular in plan and clad in a light lace rough stucco finish. The house has a predominantly flat roof that is accented by a shaped parapet along all four elevations. Clay barrel tiles clad the parapet as coping, and clad a side entry shed roof with distinctive pier supports along the south elevation, as well as a prominent moderate-pitch, front-gabled entry along the front elevation, also with distinctive pier supports. The front and side entries are further enhanced with a decorative clay tile walkway and original entry doors both flanked by two sidelights—all which exhibit a Prairie School-style glazing pattern. Fenestration along the primary, northern, and southern elevation, consist of Prairie School-style wood casement windows shaded by fabric awnings. A small bedroom, bath, and laundry room addition as well as a patio cover were attached to the rear of the residence, but due to their location and design they do not impact the integrity of the structure. There is a one-story detached garage at the rear of the property. The property is generally landscaped with low vegetation, shrubs, and lawn. The property retains a high degree of integrity.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-family residence*

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

P5a. Photo



**P5b. Photo:** (view and date)

*September 2020*

*Front elevation, facing east.*

\*P6. Date Constructed/Age and

Sources:  historic

*1925/City of Santa Ana Building Permit*

\*P7. Owner and Address:

*Kevin M. and Lauren L. Marshall*

*2352 North Riverside Drive*

*Santa Ana, CA 92706*

\*P8. Recorded by:

*Pedro Gomez, Associate Planner*

*20 Civic Center Plaza M-20*

*Santa Ana, CA 92702*

\*P9. Date Recorded:

*October 22, 2020*

\*P10. Survey Type:

*Intensive Survey*

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

*None*

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)

**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: Barnhill-McDowell House

B1. Historic Name: Barnhill-McDowell House

B2. Common Name: Same

B3. Original Use: Single-family residence

B4. Present Use: Single-family Residence

\*B5. Architectural Style: Spanish Colonial Revival

\*B6. Construction History: (Construction date, alterations, and date of alterations): Constructed May 20, 1925. \$5,000.

*July 24, 1950. Reroof for J.C. Fallon by Holmes. \$235.*

*July 27, 1955. Alteration in kitchen for J.C. Fallon by C.E. Vandervort. \$1,000.*

*August 1, 1955. 10 circuits; 18 outlets; space heater; range for J.C. Fallon.*

*March 21, 1991. Reroof, tear off, comp. \$4,000.*

*August 17, 1995. Reroof with tear off. \$2,885.*

*May 11, 2011. Kitchen remodel, upper/lower cabinets, drywall as needed. Voluntary seismic retrofit. Changeout windows on three elevations. Vinyl windows on the rear. \$21,500.*

*May 11, 2011. Finalize expired building permit #12081 for bedroom, bath, and laundry room addition.*

*March 13, 2012. Remodel/enlarge bathroom, enclose hallway, relocate shower, replace hung windows with vinyl. \$10,000.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features: Garage.

B9a. Architect: Unknown

b. Builder: J.T. McQuinn

\*B10. Significance: Theme Residential Architecture Area Santa Ana  
Period of Significance: 1925 Property Type: Single-family Residence Applicable Criteria: 1

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

*The Barnhill-McDowell House is architecturally significant as a characteristic example of the Spanish Colonial Revival style. This house was originally constructed in 1925 by J.T. McQuinn, and was valued at approximately \$5,000, according to the original building permit and Newspapers.com (Santa Ana Register). At the time of its construction the listed property owner was J.T. McQuinn, who was a local builder. According to city directories, Newton E. Wray and Isabel Wray purchased the property soon after and maintained as a rental. Mr. Wray was a walnut and citrus farmer and a member of The Long Beach Scottish Rite masons. The property was primarily rented to Mr. and Mrs. Vernon Barnhill. Mr. Barnhill was one of the first Santa Ana Police motorcycle officers, and later one of the first State Patrol officers of the California Highway Patrol. In 1929 the property was sold to Claude J. and lone L. McDowell. Mr. McDowell was chairman of the Santa Ana Breakfast Club program committee and manager of the Weber Bread industrial bakery in Santa Ana. The next recorded occupants were Donald G. and Mary Jerome. Mr. Jerome was the owner of a service station in downtown Santa Ana at 5<sup>th</sup> and Birch Streets. The property was sold in 1942 to Allan P. and Carmen R. Carstensen. Mr. Carstensen owned and operated a local grocery store. The next documented occupants of the home were James C. and Delinda S. Fallon (1948) who later deeded the property to the Department of Veterans Affairs.*

(See Continuation Sheet 3 of 3.)

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

\*B12. References:

*City of Santa Ana Building Permits*

*Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*

*Santa Ana History Room Collection, Santa Ana Public Library  
Sanborn Maps*

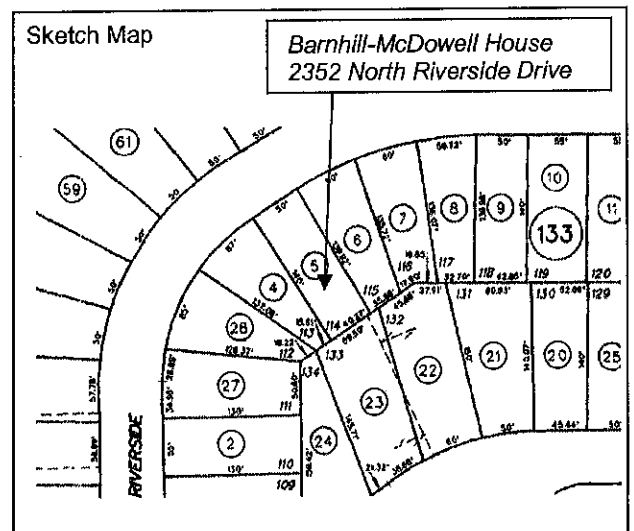
(See Continuation Sheet 3 of 3.)

B13. Remarks:

\*B14. Evaluator: Leslie Huemann, Chattel Inc.

\*Date of Evaluation: October 22, 2020

(This space reserved for official comments.)



**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 3 of 3

Resource Name: *Barnhill-McDowell House*

\*Recorded by *Pedro Gomez*

\*Date *October 22, 2020*  Continuation  Update

**\*B10. Significance (continued):**

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Barnhill-McDowell House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of oranges, avocados, and walnuts and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (Orange County Register, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (Orange County Register, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.*

*In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2020) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.*

*The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the "distinguishing characteristics of an architectural style or period," representative of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Typical features of the Spanish Colonial Revival exhibited by the Barnhill-McDowell House include stucco cladding, barrel tile coping and roofing, prominent entry, and stepped parapet. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood and is a "good example of period architecture," representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design. Character defining features of the Barnhill-McDowell House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration, materials, and treatment (clay barrel tiling); massing and composition; distinctive porch piers, and doors and windows (Prairie School-style wood casement windows, where extant); and entry.*

**\*B12. References (continued):**

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*
- Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*
- McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*
- National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*
- Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*
- Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*
- Santa Ana and Orange County Directories, 1905-2017.*
- Ancestry.com*
- Newspapers.com (Santa Ana Register)*

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with



size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.

# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES  
COMMISSION APPLICATION NO. 2020-04,  
HISTORIC REGISTER CATEGORIZATION  
NO. 2020-03, AND HISTORIC PROPERTY  
PRESERVATION AGREEMENT NO. 2020-06  
FOR PROPERTY LOCATED AT 2320 NORTH  
HELIOTROPE DRIVE**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

As Recommended

As Amended

Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-04 and Historic Register Categorization No. 2020-03 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Matthew D. and Leigh A. Mohler, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Matthew D. and Leigh A. Mohler are requesting approval to designate an existing residence located at 2320 North Heliotrope Drive to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the west side of North Heliotrope Drive in the Floral Park neighborhood. The site consists of a 2,421-square-foot, Colonial Revival residence and attached garage on an 8,276-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria

established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 80 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the W.S. Spicer House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Colonial Revival style. The residence was built in 1940 by prominent local builder Allison Honer, credited as the subdivider and builder of a major portion of northwest Santa Ana. In the late 1920s and 1930s, another builder, Roy Roscoe Russell, continued developing the groves of Floral Park. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built.

Symmetrical in design, the W.S. Spicer House features a moderate hipped roof with shallow eaves and two prominent hipped roof dormers along the side (south) and rear (west) elevations. The roof is clad in contemporary asphalt shingle roofing and the exterior walls are clad in smooth stucco, with portions of the rear accented in brick veneer, and with vertical board and batten wood siding accenting the southeast corner of the primary elevation and the two hipped roof dormers. The focal point of the design is the central entry portico, supported by decorative wood piers and featuring a decorative segmental pediment. The entry features a wide six-panel wood door with two full height sidelights flanking the doorway and decorative wood paneling adjacent to the entry door. An interior brick chimney rises above the roof ridgeline. Two six-over-six double-hung sash windows with full height shutters are displayed north of the entry along the front elevation. The southern portion of the front elevation features an adjacent pair of four-over-four double-hung sash windows, also with full height shutters, as well as a single six-over-six double-hung sash window. Along the north, south, and west elevation, the building incorporates a series of single six-over-six double-hung sash windows. Character-defining features of the W.S. Spicer House include, but may not be limited to: materials and finishes (vertical board and batten siding); massing, roof configuration and treatment (brick chimney); fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights).

The W.S. Spicer House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the late Colonial Revival style, when stylistic elements were simplified to signature elements, often attenuated, and frequently combined with the Regency Revival; and Criterion No. 4, for its contribution to the Floral Park neighborhood and for its association with prominent local builder, Allison Honer.

Additionally, the house has been categorized as “Contributive” because it contributes to the overall character and history of Floral Park, “has a distinctive architectural style and quality” representing the Colonial Revival style in Santa Ana, and is a good example of Colonial Revival architecture just prior to World War II.

### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

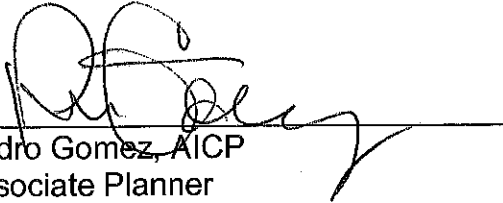
### Public Notification

The subject site is located within the Floral Park Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

### CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-64 will be filed for this project.

HRCA No. 2020-04, HRC No. 2020-03,  
HPPA No. 2020-06  
October 29, 2020  
Page 4



Pedro Gomez, AICP  
Associate Planner

PG:sb  
S:\Historic Resources Commission\2020\10-29-20\2320 N. Heliotrope Drive - W.S. Spicer House\Staff Report -2320 N. Heliotrope Drive

- Exhibits
- 1 – Resolution
  - 2 – Mills Act Agreement
  - 3 – 500-Foot Radius Map

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-04 TO PLACE THE PROPERTY LOCATED AT 2320 NORTH HELIOTROPE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-03 PLACING SAID PROPERTY WITHIN THE CONTRIBUTIVE CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-04) and categorization (Historic Resources Commission Categorization No. 2020-03) of the W.S. Spicer House located at 2320 North Heliotrope Drive, Santa Ana.
- B. The W.S. Spicer House has distinctive architectural features of the Colonial Revival style and was built in 1940.
- C. The W.S. Spicer House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the late Colonial Revival style, when stylistic elements were simplified to signature elements, often attenuated, and frequently combined with the Regency Revival; and Criterion No. 4, for its contribution to the Floral Park neighborhood and for its association with prominent local builder, Allison Honer. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park, "has a distinctive architectural style and quality" representing the Colonial Revival style in Santa Ana, and is a good example of Colonial Revival architecture just prior to World War II. Character-defining features of the W.S. Spicer House include, but may not be limited to: materials and finishes (vertical board and batten siding); massing, roof configuration and treatment (brick chimney); fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights).
- D. The legal owners of the property are Matthew D. and Leigh A. Mohler.



- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.
- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-64 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-04 to place the W.S. Spicer House located at 2320 North Heliotrope Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-03 placing the W.S. Spicer House located at 2320 North Heliotrope Drive, Santa Ana, 92706 within the Contributive category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

---

Alberta Christy  
Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES:                   Commission members \_\_\_\_\_

NOES:                   Commission members \_\_\_\_\_

ABSTAIN:               Commission members \_\_\_\_\_

NOT PRESENT:        Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana

**LEGAL DESCRIPTION**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
002-072-06	2320 North Heliotrope Drive	THE NORTH 20 FEET OF LOT 14 AND ALL OF LOT 15, EXCEPT THE NORTH 10 FEET THEREOF, IN BLOCK B OF TRACT NO. 1035, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 46 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY  EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET.	Matthew D. and Leigh A. Mohler

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Matthew D. Mohler and Leigh A. Mohler, husband and wife as Community Property with Right of Survivorship**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2320 North Heliotrope Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2320 North Heliotrope Drive, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions,

organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code



Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **2320 North Heliotrope Drive**, Assessor Parcel Number, **002-072-06**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall

pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Matthew D. and Leigh A. Mohler  
2320 North Heliotrope Drive  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
MATTHEW D. MOHLER

Date: \_\_\_\_\_

By: \_\_\_\_\_  
LEIGH A. MOHLER

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

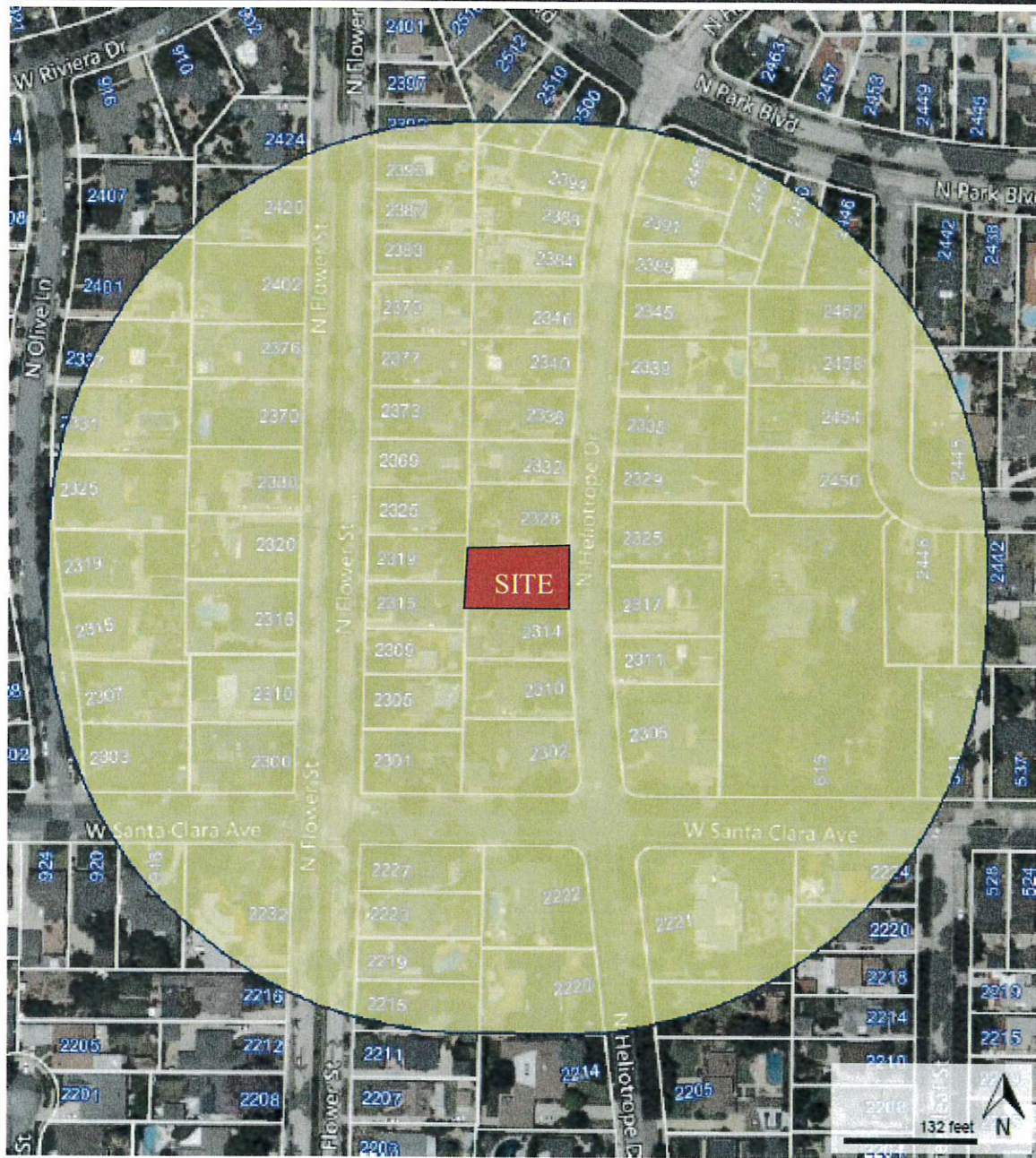
**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 20 FEET OF LOT 14 AND ALL OF LOT 15, EXCEPT THE NORTH 10 FEET THEREOF, IN BLOCK B OF TRACT NO. 1035, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 46 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET.

**Assessor's Parcel Number: 002-072-06**



500' RADIUS

HRC 2020-03/ HRCA 2020-04/ HPPA 2020-06  
2320 NORTH HELIOTROPE DRIVE  
W.S. SPICER HOUSE

PLANNING AND BUILDING AGENCY



# EXECUTIVE SUMMARY

**W.S. Spicer House**  
**2320 North Heliotrope Drive**  
**Santa Ana, CA 92706**

NAME	W.S. Spicer House			REF. NO.
ADDRESS	2320 North Heliotrope Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1940	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	2D4	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Colonial Revival

The most universal of all American domestic building styles, the Colonial Revival style has been popular since the 1876 Centennial celebration in Philadelphia that stimulated a patriotic interest in the American architectural past. Whether drawing upon Georgian, Federal, or Dutch Colonial prototypes, Colonial Revival buildings feature rectangular building plans and designs which are usually symmetrical, or at least highly regular and balanced, in composition. Roofs are commonly side-gabled, hipped, or gambrelled, sometimes accented with dormers. Porches, one or two stories in height, are often included, mostly as central focal points, and frequently incorporate classical elements such as columns, pilasters, and entablatures. Doorways are adorned with classical surrounds and pediments; sidelights, transoms, and fanlights are not uncommon. Windows are typically double-hung sash, with multiple lights in the upper sash. French doors and Palladian windows are also utilized. Depending on location, Colonial Revival buildings have wood, brick, or stucco exteriors (McAlester, 320-326).

**SUMMARY/CONCLUSION:**

The W.S. Spicer House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the late Colonial Revival style, when stylistic elements were simplified to signature elements, often attenuated, and frequently combined with the Regency Revival; and Criterion 4, for its contribution to the Floral Park neighborhood and for its association with prominent local builder, Allison Honer. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park, "has a distinctive architectural style and quality" representing the Colonial Revival style in Santa Ana, and is a good example of Colonial Revival architecture just prior to World War II (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the W.S. Spicer House include, but may not be limited to: materials and finishes (vertical board and batten siding); massing, roof configuration and treatment (brick chimney); fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights).

<b>EXPLANATION OF CODES:</b>	
•	<b>California Register Criteria for Evaluation:</b> (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)
3:	It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
•	It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
2D4:	Contributor to a district determined eligible for NR pursuant to Section 106 without review by SHPO. Listed in the CR.

**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 3 Resource name(s) or number (assigned by recorder) *W.S. Spicer House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*a. County Orange County

\*b. USGS 7.5' Quad: TCA 1725

Date: March 3, 2015

\*c. Address 2320 North Heliotrope Drive

City: Santa Ana

Zip: 92706

\*e. Other Locational Data: Assessor's Parcel Number 002-072-06

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

*Located in Floral Park on the west side of North Heliotrope Drive, the W.S. Spicer House is a 1 1/2 story single-family residence constructed in the Colonial Revival style. Simplicity and near symmetry identify the Colonial Revival inspiration for this single-family residence which features a moderate hipped roof with shallow eaves and two prominent hipped roof dormers along the side (south) and rear (west) elevation. The roof is clad in contemporary asphalt shingle roofing and the exterior walls are clad in smooth stucco, with portions of the rear accented in brick veneer, and with vertical board and batten wood siding accenting the southeast corner of the primary elevation and the two hipped roof dormers. The focal point of the design is the central entry portico, supported by decorative wood piers and featuring a decorative segmental pediment. The entry features a wide six-panel wood door with two full height sidelights flanking the doorway and decorative wood paneling adjacent to the entry door. An interior brick chimney rises above the roof ridgeline. Two six-over-six double-hung sash windows with full height shutters are displayed north of the entry along the front elevation. The southern portion of the front elevation features an adjacent pair of four-over-four double-hung sash windows, also with full height shutters, as well as a single six-over-six double-hung sash window. Along the north, south, and west elevation, the building incorporates a series of single six-over-six double-hung sash windows. A one-story, simple hipped detached garage is located in the rear of the property. Building permits document an enclosure of the original rear patio. While the residence has been altered, the alterations do not appear to detract from the integrity of the residence. The property is landscaped with low vegetation and neatly trimmed hedges and features a decorative walkway leading to the front entry.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



**P5b. Photo:** (view and date)  
*East elevation, view west  
September 2020*

\*P6. Date Constructed/Age and Sources:  historic  
*1940/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Matthew D. and Leigh A. Mohler  
2320 North Heliotrope Drive  
Santa Ana, CA 92706*

\*P8. Recorded by:  
*Pedro Gomez, City of Santa Ana  
20 Civic Center Plaza M-20  
Santa Ana, CA 92702*

\*P9. Date Recorded:  
*October 29, 2020*

\*P10. Survey Type:  
*Intensive Survey Update*

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

\*Attachments:  None  Location

- Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record
- Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record
- Artifact Record  Photograph Record  Other (list)

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 3

\*NRHP Status Code 5S3

\*Resource Name or #: W.S. Spicer House

- B1. Historic Name: W.S. Spicer House  
 B2. Common Name: Same  
 B3. Original Use: Single-family Residence  
 B4. Present Use: Single-family Residence  
 \*B5. Architectural Style: Colonial Revival  
 \*B6. Construction History: (Construction date, alterations, and date of alterations): May 13, 1940. Constructed. \$6,000.

May 20, 1942. Addition to residence. \$300.  
January 11, 1962. Water heater for L.B. Hill by Killen.  
April 30, 1996. Reroof with tear off and apply comp shingles. \$7,000.  
September 8, 2020. Window relocation from previously existing sun room to bedroom. \$500.

- \*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original location: \_\_\_\_\_  
 \*B8. Related Features: None.

B9a. Architect: Unknown

b. Builder: Allison Honer

- \*B10. Significance: Theme Residential Architecture Area Santa Ana  
 Period of Significance: 1940 Property Type: Single-family Residence Applicable Criteria: C/3  
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

*The W.S. Spicer House is architecturally significant as a characteristic example of the Colonial Revival style. It was built in 1940 by prominent developer and builder Allison Honer, credited as the subdivider and builder of a major portion of northwest Santa Ana, now the Floral Park subdivision between Seventeenth Street and Santiago Creek. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. This house was sold to Walter S. Spice and his wife Faye G. Spicer in 1940. The Spicer's were very active in Santa Ana and south Orange County communities with Faye and their daughters, Harriet and Carolyn, involved in the Santa Ana Ebell Club, Junior Ebell, Professional Employer Organization (PEO), as well as other civic groups for women.*

(See Continuation Sheet 3 of 3.)

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

\*B12. References:

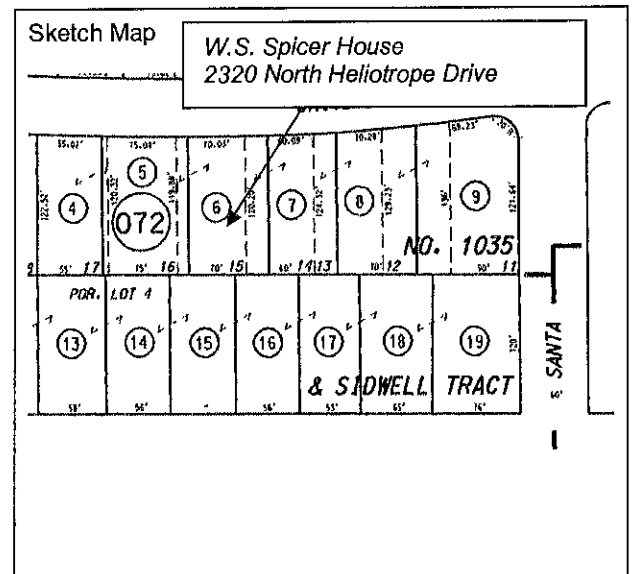
City of Santa Ana Building Permits  
Santa Ana History Room Collection, Santa Ana Public Library  
Sanborn Maps  
 (See Continuation Sheet 3 of 3.)

B13. Remarks:

\*B14. Evaluator: Leslie Heumann/Chattel Inc.

\*Date of Evaluation: October 29, 2020

(This space reserved for official comments.)





**\*B10. Significance (continued):**

*Mr. Spicer worked at Barr Lumber beginning in 1912 and was eventually promoted to secretary and director prior to his resignation in 1930. Shortly thereafter in November of 1930, Mr. Spicer opened up Bay District Lumber Company in Newport Beach. In 1944, the Spicers moved to Corona de Mar and sold the home to Byron J. "Barney" Koster, a well established local mechanic turned automobile salesman, and his wife Minnie E. Koster. According to city directories, the home was sold to Lansing B. and Matilda E. Hill in 1957 who then sold it to Marshall G. and Ruth Ause in 1962. Since then, the W.S. Spicer House has been occupied by various owners until the current homeowners purchased the home in 2018.*

*The W.S. Spicer House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of orange, avocado, and walnut trees and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (Orange County Register, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (Orange County Register, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.*

*In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2020) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.*

*The W.S. Spicer House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the late Colonial Revival style, when stylistic elements were simplified to signature elements, often attenuated, and frequently combined with the Regency Revival; and Criterion 4, for its contribution to the Floral Park neighborhood and for its association with prominent local builder, Allison Honer. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park, "has a distinctive architectural style and quality" representing the Colonial Revival style in Santa Ana, and is a good example of Colonial Revival architecture just prior to World War II (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the W.S. Spicer House include, but may not be limited to: materials and finishes (vertical board and batten siding); massing, roof configuration and treatment (brick chimney); fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights).*

**\*B12. References (continued):**

*Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.*  
*Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.*  
*Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Newspapers.com (Santa Ana Register)*  
*Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*Santa Ana and Orange County Directories, 1920-1979.*  
*Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917*

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-12, HISTORIC REGISTER CATEGORIZATION NO. 2020-11, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-15 FOR PROPERTY LOCATED AT 2109 NORTH ROSEWOOD AVENUE**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended  
 As Amended  
 Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-12 and Historic Register Categorization No. 2020-11 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Richard S. Frankenstein, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Richard S. Frankenstein is requesting approval to designate an existing residence located at 2109 North Rosewood Avenue to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the east side of North Rosewood Avenue in the West Floral Park neighborhood. The site consists of a 2,282-square-foot, Ranch House residence and detached garage on an 8,712-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria

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October 29, 2020  
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established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 64 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the D.K. Thomas House, is located within the West Floral Park neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1956 by local builder, Arthur K. Herrick, Emmet C. Rogers' son-in-law. Rogers was a prolific Santa Ana builder and developer. From the late 1930s through the following decade, Rogers was extremely active as a building contractor, often moving his family, perhaps to houses as a finished them.

Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, hipped roof with wide, overhanging, open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing and the exterior of the house is clad in a combination of brick, smooth stucco, and vertical plywood siding. The roof treatment defines three sections of the front (west) façade. In the middle, the entry porch is sheltered under the main roof and characterized by vertical plywood siding and a brick veneer base. The entry features a six panel wood door flanked by a single full height decorative shutter with an adjacent metal-framed casement corner windows with corner supports featuring interior jalousie shutters. An additional metal-framed casement window also appears in the north sections of the façade, along with a tripartite metal-frame casement window, both with are flanked by decorative shutters. The rear (east) elevation features a roof overhang that frames a modestly sized rear patio, which features multi-light French doors flanked by two multi-light side panels. The "L" - shaped portion of the rear provides a secondary access to the rear and also features multi-light French doors flanked by two multi-light side panels. A prominent brick chimney located along the front elevation rises above the roof ridgeline and frames southern section of the front façade. The property is landscaped with several mature trees, a lawn, low vegetation and a decorative walkway at the front setback. Character-defining features of the D.K. Thomas House include, but may not be limited to: materials and finishes (brick, stucco, vertical plywood siding); low pitched, hipped roof; wide, overhanging, open eaves with exposed rafters; brick chimney; metal casement windows; and front entry porch.

The D.K. Thomas House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the Ranch House style; and Criterion No. 4, for its contribution to the West Floral Park neighborhood and for its

association with prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" in Santa Ana.

### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

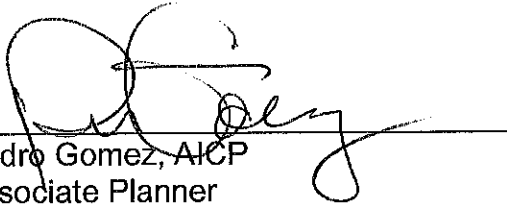
### Public Notification

The subject site is located within the West Floral Park Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

### CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-72 will be filed for this project.

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Pedro Gomez, AICP  
Associate Planner

PG:sb  
S:\Historic Resources Commission\2020\10-29-20\2109 N Rosewood Ave -D.K. Thomas House\Staff Report - 2109 N. Rosewood Ave

- Exhibits
- 1 – Resolution
  - 2 – Mills Act Agreement
  - 3 – 500-Foot Radius Map

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-12 TO PLACE THE PROPERTY LOCATED AT 2109 NORTH ROSEWOOD AVENUE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-11 PLACING SAID PROPERTY WITHIN THE CONTRIBUTIVE CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-12) and categorization (Historic Resources Commission Categorization No. 2020-11) of the D.K. Thomas House located at 2109 North Rosewood Avenue, Santa Ana.
- B. The D.K. Thomas House has distinctive architectural features of the Ranch House style and was built in 1956.
- C. The D.K. Thomas House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the Ranch House style; and Criterion No. 4, for its contribution to the West Floral Park neighborhood and for its association with prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" in Santa Ana. Character-defining features of the D.K. Thomas House include, but may not be limited to: materials and finishes (brick, stucco, vertical plywood siding); low pitched, hipped roof; wide, overhanging, open eaves with exposed rafters; brick chimney; metal casement windows; and front entry porch.
- D. The legal owner of the property is Richard S. Frankenstein.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- F. The subject property meets the minimal standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-72 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-12 to place the D.K. Thomas House located at 2109 North Rosewood Avenue, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-11 placing the D.K. Thomas House located at 2109 North Rosewood Avenue, Santa Ana, 92706 within the Contributive category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

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Alberta Christy  
Chairperson



APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES: Commission members \_\_\_\_\_

NOES: Commission members \_\_\_\_\_

ABSTAIN: Commission members \_\_\_\_\_

NOT PRESENT: Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana

**LEGAL DESCRIPTION**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
001-162-13	2109 North Rosewood Avenue	LOT 21 OF TRACT NO. 2171, AS SHOWN ON A MAP RECORDED IN BOOK 69, PAGE 48 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	Richard S. Frankenstein

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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## HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Richard S. Frankenstein Separate Property Revocable Trust Established November 17, 2010 as Wholly Amended and Restated on February 27, 2017**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2109 North Rosewood Avenue, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2109 North Rosewood Avenue, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions,

organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code

Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

#### **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

#### **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **2109 North Rosewood Avenue**, Assessor Parcel Number, **001-162-13**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall



pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Richard S. Frankenstein  
2109 North Rosewood Avenue  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
RICHARD S. FRANKENSTEIN

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

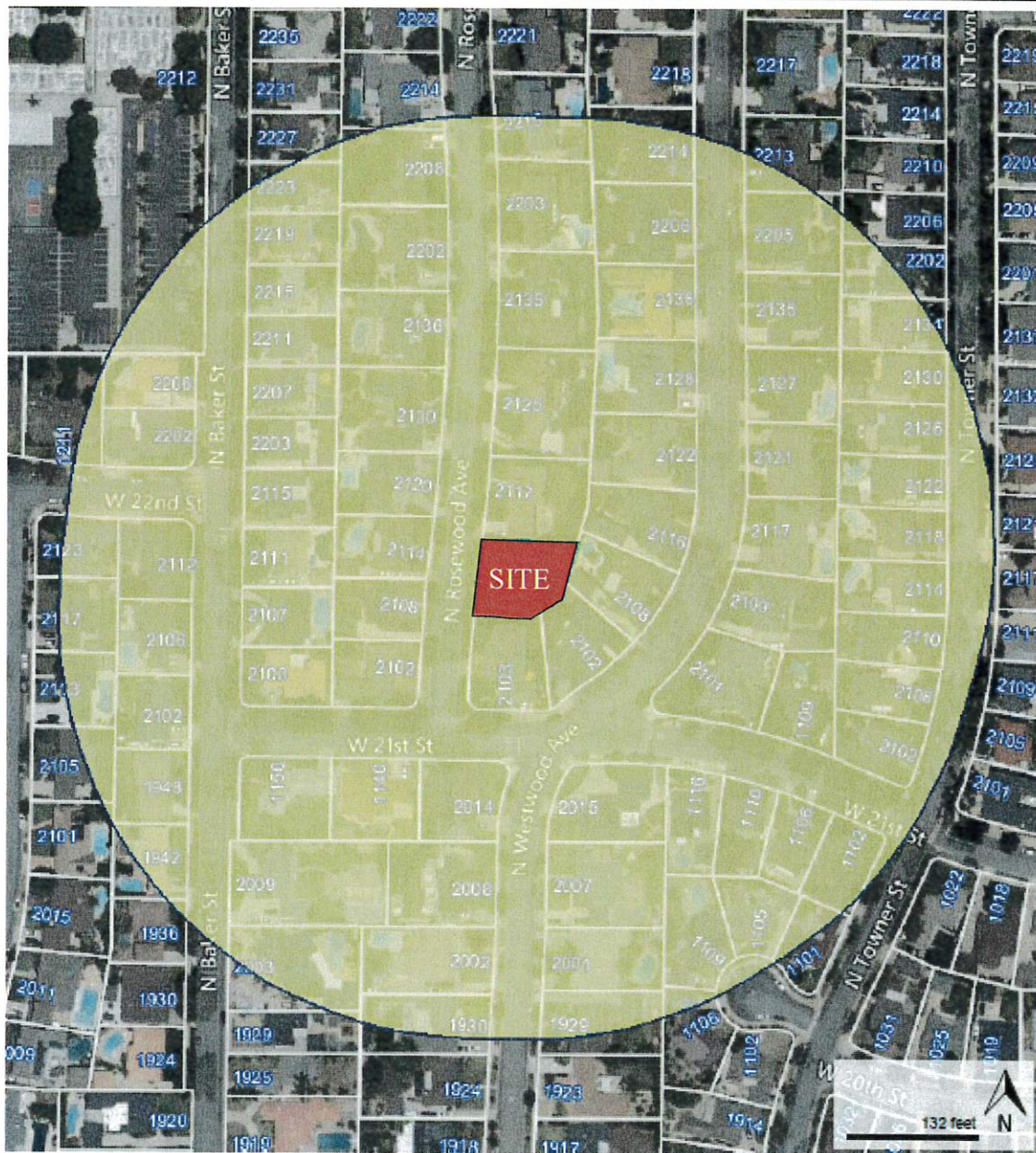
\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 21 OF TRACT NO. 2171, AS SHOWN ON A MAP RECORDED IN BOOK 69, PAGE 48 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number: 001-162-13**



500' RADIUS

HRC 2020-11/ HRCA 2020-12/ HPPA 2020-15  
2109 NORTH ROSEWOOD AVENUE  
D.K. THOMAS HOUSE

PLANNING AND BUILDING AGENCY

# EXECUTIVE SUMMARY

**D.K. Thomas House**  
**2109 North Rosewood Avenue**  
**Santa Ana, CA 92706**

NAME	D.K. Thomas House			REF. NO.
ADDRESS	2109 North Rosewood Avenue			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1956	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	West Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION		C/3	CALIFORNIA REGISTER STATUS CODE	5S3

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

**SUMMARY/CONCLUSION:**

The D.K. Thomas House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the Ranch House style; and Criterion 4, for its contribution to the Floral Park neighborhood and for its association with prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" in Santa Ana (Santa Ana Municipal Code, Section 30-2.2).

**EXPLANATION OF CODES:**

- California Register Criteria for Evaluation: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)

**3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

**5S3:** Appears to be individually eligible for local listing or designation through survey evaluation.



**PRIMARY RECORD**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

NRHP Status Code \_\_\_\_\_

Other Listings \_\_\_\_\_

Review Code \_\_\_\_\_

Reviewer \_\_\_\_\_

Date \_\_\_\_\_

Page 1 of 3

Resource name(s) or number (assigned by recorder) *D.K. Thomas House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*b. USGS 7.5' Quad: *TCA 1725*

\*c. Address *2109 North Rosewood Avenue*

\*e. Other Locational Data: Assessor's Parcel Number *001-162-13*

\*a. County *Orange County*

Date: *March 3, 2015*

City: *Santa Ana*

Zip: *92706*

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

*Located in West Floral Park, this is a one-story single-family residence with an attached two-car garage constructed in a Ranch House style. The house and garage delineate an "L" -shaped plan, which embraces a generously sized rear patio. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, hipped roof with wide, overhanging, open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing and the exterior of the house is clad in a combination of brick, smooth stucco, and vertical plywood siding. The roof treatment defines three sections of the front (west) façade. In the middle, the entry porch is sheltered under the main roof and characterized by vertical plywood siding and a brick veneer base. The entry features a six panel wood door flanked by a single full height decorative shutter with an adjacent metal-framed casement corner windows with corner supports featuring interior jalousie shutters. An additional metal-framed casement windows also appears in the north sections of the façade, along with a tripartite metal-frame casement window, both with are flanked by decorative shutters. The rear (east) elevation features a roof overhang that frames a modestly sized rear patio, which features multi-light French doors flanked by two multi-light side panels. The "L" -shaped portion of the rear provides a secondary access to the rear and also features multi-light French doors flanked by two multi-light side panels. A prominent brick chimney located along the front elevation rises above the roof ridgeline and frames southern section of the front façade. The property is landscaped with several mature trees, a lawn, low vegetation and a decorative walkway at the front setback. Alterations to the house include a rear bedroom and bathroom addition, the removal of original roof shingles, swimming pool and spa, and installation of photovoltaic solar panels towards the rear. While the residence has been altered, the alterations do not appear to detract from the integrity of the residence.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



**P5b. Photo:** (view and date)  
*West elevation, view east  
September 2020*

\*P6. Date Constructed/Age and Sources:  historic  
*1956/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Richard S. Frankenstein  
2109 North Rosewood Avenue  
Santa Ana, CA 92705*

\*P8. Recorded by:  
*Pedro Gomez, City of Santa Ana  
20 Civic Center Plaza M-20  
Santa Ana, CA 92702*

\*P9. Date Recorded:  
*October 29, 2020*

\*P10. Survey Type:  
*Intensive Survey Update*

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

\*Attachments:  None  Location

Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record

Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record

Artifact Record  Photograph Record  Other (list)



**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 3

\*NRHP Status Code 5S3

\*Resource Name or #: *D.K. Thomas House*

B1. Historic Name: *D.K. Thomas House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

\*B5. Architectural Style: *Ranch House*

\*B6. Construction History: (Construction date, alterations, and date of alterations): *May 1, 1956. Constructed. \$18,000.*

*December 7, 1982. Residential addition bedroom and bath.*

*December 27, 1982. Swimming pool and spa.*

*March 30, 2004. Reroof sfd and attached garage - remove wood shakes, install comp shingles. \$10,528.*

*September 13, 2011. Install (26) photovoltaic solar panels & 1 inverter. \$22,000.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Arthur K. Herrick*

\*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1956*

Property Type: *Single-family Residence*

Applicable Criteria: *C/3*

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

*The D.K. Thomas House is architecturally significant as a characteristic example of the Neoclassical style and historically notable for its association with a prominent local builder, Emmet C. Rogers. This house was an Emmet C. Rogers development home and was originally constructed in 1956, by local building contractor and Rogers' son-in-law, Arthur K. Herrick. Emmet C. Rogers was a prolific Santa Ana builder and developer. From the late 1930s through the following decade, Rogers was extremely active as a building contractor, often moving his family, perhaps to houses as a finished them, on Greenleaf (2144), Freeman (602 and 1315), and Towner (1010) (1930 Federal Census, Santa Ana Register July 29, 1940, 1947 and 1949 city directories). He subdivided a 24-lot tract on Freeman between Washington and Fifteenth from former walnut groves in 1938, maintaining property values by reviewing the proposed plans for each house in the tract (Santa Ana Register, August 27, 1938). He also developed several lots on Towner, north of Washington (Santa Ana Register, July 29, 1940). The house was deeded to David K. and Catherine S. Thomas in 1956. Mr. and Mrs. Thomas resided on the property until 1979 when the property was sold to Dennis I. and Jane C. Fischel. Mr. and Mrs. Fischel resided in the property until 1990s.*

(See Continuation Sheet 3 of 3.)

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

\*B12. References:

*City of Santa Ana Building Permits  
Santa Ana History Room Collection, Santa Ana Public Library  
Sanborn Maps  
(See Continuation Sheet 3 of 3.)*

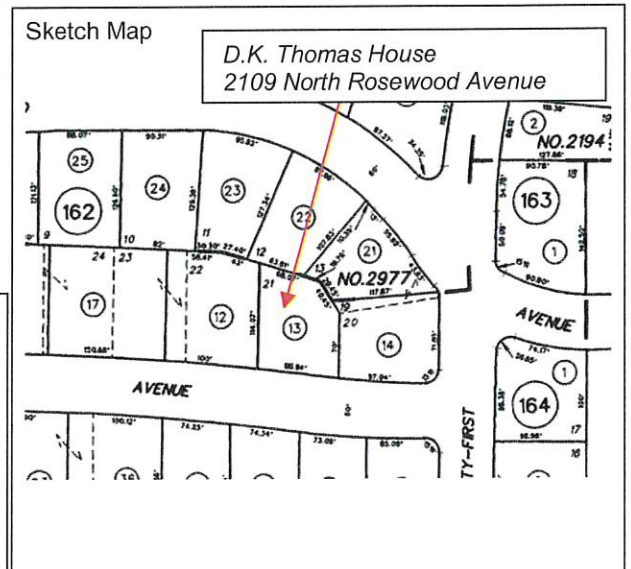
B13. Remarks:

\*B14. Evaluator: *Leslie Heumann/Chattel Inc.*

\*Date of Evaluation: *October 29, 2020*

DPR 523B

(This space reserved for official comments.)



**\*B10. Significance (continued):**

*The D.K. Thomas House is located in West Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Bristol Street, North Flower Street, and West Riviera Drive. In 1910, father and son John B. and Merle Ramsey, who had come to Santa Ana in 1902 and subsequently set up business as plaster contractors, purchased fifteen acres of the ranch from a Mr. Talcott. By that time, the adobe had been replaced by the present house, estimated to have been built circa 1895 (Cultural Heritage Inventory, 1983). A barn with an attached bunkhouse was located west of the house (approximately where Westwood Avenue runs today). The Ramsey's began tending the orange and walnut trees already on half of the acreage, and planted additional walnut trees and apricot trees on the vacant land. They also developed the "Ramsey Apple" by grafting cuttings from their home in Ohio onto California rootstock.*

*At the time of the Ramsey's purchase, the ranch, although located within the city limits of Santa Ana, was "far out in the country," reached via dirt roads, with no nearby neighbors. The location of the property was understood to be the vicinity of Baker and Seventeenth. In 1921, father and son divided the property, with the father keeping the rear portion for farming and son taking the front in order to take advantage of the expanding residential area of Santa Ana by building houses. City directories in the 1930s list the address of John Ramsey as 1901 North Baker Street and of Merle Ramsey as 1101 West Seventeenth Street. Westwood Avenue north of Seventeenth, however, was not developed until the post-World War II period, and the first building permit with the current address was recorded in 1948. Merle Ramsey recalled his life on the A. T. Bates ranch in *This Was Mission County: Reflections in Orange of Merle and Mabel Ramsey*, published in 1973, and noted that the house remained exactly where it had been, only surrounded by streets and houses. Ramsey also recalled unearthing several Native American artifacts on the property, most notably two stone pots discovered when they installed an irrigation system.*

*Since the second half of the twentieth century, the neighborhood in which the A. T. Bates Ranch House is located has been known as West Floral Park. Bounded by Santiago Creek on the north, West Seventeenth Street on the south, North Flower Street on the east and North Bristol Street on the west, this residential area largely developed after 1947. Prior to that time, the area was primarily agricultural, and other than Flower Street, which was improved with houses during the 1920s and 1930s, contained only a handful of residences on Baker and Bristol Streets, the City Water Works pumping plant at 2315 North Bristol Street, and the Animal Shelter and City/County Pound at 2321 North Bristol Street. Between 1947 and 1950, around two dozen homes were constructed on Baker, Olive, Towner, and Westwood Streets. Construction boomed during the 1950s, and the California Ranch.*

*The D.K. Thomas House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the Ranch House style; and Criterion 4, for its contribution to the West Floral Park neighborhood and for its association with prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" in Santa Ana (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the D.K. Thomas House include, but may not be limited to: materials and finishes (brick, stucco, vertical plywood siding); low pitched, hipped roof; wide, overhanging, open eaves with exposed rafters; brick chimney; metal casement windows; and front entry porch.*

**\*B12. References (continued):**

- Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.*  
*Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.*  
*Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Newspapers.com (Santa Ana Register)*  
*Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*Santa Ana and Orange County Directories, 1920-1979.*  
*Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917*

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

**TITLE:**

**PUBLIC HEARING – HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-09, HISTORIC REGISTER CATEGORIZATION NO. 2020-08, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-11 FOR PROPERTY LOCATED AT 2042 NORTH VICTORIA DRIVE**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-09 and Historic Register Categorization No. 2020-08 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Andres and Lynda Matzkin, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Andres and Lynda Matzkin are requesting approval to designate an existing residence located at 2042 North Victoria Drive to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the west side of North Victoria Drive in the Floral Park neighborhood. The site consists of a 3,277-square-foot, Minimal Traditional residence and attached garage on a 14,374-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria



established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 64 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the Hamilton-Schoppert House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Minimal Traditional style. The residence was built in 1956 by V.J. Anderson. A majority of Floral Park was developed by prominent local builder Allison Honer who was credited as the subdivider and builder of a major portion of northwest Santa Ana. In the late 1920s and 1930s, another builder, Roy Roscoe Russell, continued developing the groves of Floral Park. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built.

Asymmetrical in design, the house exhibits a gable-and-wing roof design, with a low-pitched front-facing gable design on the first floor, and exhibits wide, overhanging, open eaves at the first floor along the side (north and south) elevations and at the second floor, along the front (east) and rear (west) elevations. The house exhibits little to no eaves at the first floor along the front (east) elevations and at the second floor along the side (north and south) elevations. The roof is clad in contemporary asphalt shingle roofing and the exterior walls are clad in smooth stucco, brick wall cladding along the primary elevation, and horizontal wood clapboard siding on the first floor gable ends. Located in the middle of the front elevation, a small entry portico is characterized by a recessed front entry with overhanging front-façade roof and simple wood porch supports with triangular braces to each side. The entry features a wide six-panel wood door with two half height sidelights flanking the doorway and a divided-light metal casement picture window adjacent to the entry door. The northern and southern portion of the front elevation also feature large divided-light steel casement windows. Along the north, south, and west elevation, the building incorporates a series of divided-light steel windows, including casement, four-over-four sashes, and corner windows with corner supports. An exterior brick chimney located along the side (south) elevation rises above the roof ridgeline. Character-defining features of the Hamilton-Schoppert House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood board siding; gable-and-wing roof design with wide, overhanging, open eaves; brick chimney; wood porch supports with triangular braces to each side; and divided-light metal windows.

The Hamilton-Schoppert House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the

Minimal Traditional style, dating from the second period of development on North Victoria Lane. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Santa Ana, and, as an early and intact example of the Minimal Traditional style in the Floral Park neighborhood, "is a good example of period architecture."

### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

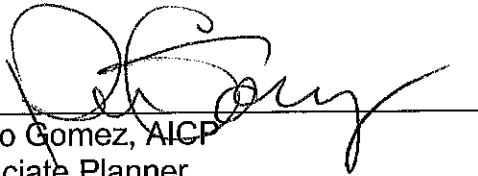
### Public Notification

The subject site is located within the Floral Park Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

### CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-68 will be filed for this project.

HRCA No. 2020-09, HRC No. 2020-08,  
HPPA No. 2020-11  
October 29, 2020  
Page 4



Pedro Gomez, AICP  
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\2042 N. Victoria Drive - Hamilton-Schoppert House\ Staff Report - 2042 N. Victoria Drive

- Exhibits
- 1 – Resolution
  - 2 – Mills Act Agreement
  - 3 – 500-Foot Radius Map

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-09 TO PLACE THE PROPERTY LOCATED AT 2042 NORTH VICTORIA DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-08 PLACING SAID PROPERTY WITHIN THE CONTRIBUTIVE CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-09) and categorization (Historic Resources Commission Categorization No. 2020-08) of the Hamilton-Schoppert House located at 2042 North Victoria Drive, Santa Ana.
- B. The Hamilton-Schoppert House has distinctive architectural features of the Minimal Traditional style and was built in 1956.
- C. The Hamilton-Schoppert House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the Minimal Traditional style, dating from the second period of development on North Victoria Lane. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Santa Ana, and, as an early and intact example of the Minimal Traditional style in the Floral Park neighborhood, "is a good example of period architecture." Character-defining features of the Hamilton-Schoppert House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood board siding; gable-and-wing roof design with wide, overhanging, open eaves; brick chimney; wood porch supports with triangular braces to each side; and divided-light metal windows.
- D. The legal owners of the property are Andres and Lynda Matzkin.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-68 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-09 to place the Hamilton-Schoppert House located at 2042 North Victoria Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-08 placing the Hamilton-Schoppert House located at 2042 North Victoria Drive, Santa Ana, 92706 within the Contributive category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

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Alberta Christy  
Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES:                   Commission members \_\_\_\_\_  
NOES:                   Commission members \_\_\_\_\_  
ABSTAIN:               Commission members \_\_\_\_\_  
NOT PRESENT:         Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana



**LEGAL DESCRIPTION**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
002-111-37	2042 North Victoria Drive	<p>COMMENCING AT THE NORTHEAST CORNER OF LOT 35 OF TRACT NO. 788, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 23, AT PAGE 49 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, AND RUNNING THENCE SOUTHERLY, ALONG THE EAST BOUNDARY OF SAID TRACT NO. 788, 185 FEET TO THE SOUTH LINE OF THE LAND CONVEYED TO CALLIE E. HORTON, ET AL., RECORDED OCTOBER 4, 1947 IN BOOK 1559, AT PAGE 132 OF OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED;</p> <p>RUNNING THENCE SOUTHERLY, ALONG THE EAST BOUNDARY OF SAID TRACT NO. 788, 45.89 FEET TO THE NORTHEAST CORNER OF LOT 27 OF SAID TRACT NO. 788;</p> <p>THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 27, 12 FEET TO THE EAST LINE OF THE LAND CONVEYED TO THOMAS E HANIGAN AND WIFE, BY DEEP RECORDED JUNE 13, 1952, IN BOOK</p>	Andres and Lynda Matzkin

2343, AT PAGE 104 OF  
OFFICIAL RECORDS;

THENCE SOUTHERLY  
ALONG SAID EASE LINE  
39.936 FEET TO THE SOUTH  
LINE OF THE LAND  
CONVEYED TO G. EMMETT  
RAITT AND WIFE, BY DEED  
RECORDED OCTOBER 27,  
1930 IN BOOK 423, AT PAGE  
445 OF OFFICIAL RECORDS;

THENCE EASTERLY ALONG  
SAID SOUTH LINE, 198 FEET,  
MORE OR LESS TO THE  
CENTER LINE OF VICTORIA  
DRIVE, 80 FEET IN WIDTH,  
AS ESTABLISHED BY  
DECREE RECORDED IN  
JUNE 14, 1927, IN BOOK 13,  
AT AGE 364 OF OFFICIAL  
RECORDS;

THENCE NORTHERLY,  
ALONG SAID CENTER LINE,  
82.826 FEET TO THE SOUTH  
LINE OF SAID LAND  
CONVEYED TO CALLIE E.  
HORTON ET. AL;

THENCE WESTERLY ALONG  
SAID SOUTH LINE, 210 FEET,  
MORE OR LESS TO THE  
TRUE POINT OF BEGINNING.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Andres Matzkin and Lynda Matzkin, husband and wife as Community Property with Right of Survivorship**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2042 North Victoria Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2042 North Victoria Drive, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

#### **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

#### **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **2042 North Victoria Drive**, Assessor Parcel Number, **002-111-37**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying



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

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Andres and Lynda Matzkin  
2042 North Victoria Drive  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
ANDRES MATZKIN

Date: \_\_\_\_\_

By: \_\_\_\_\_  
LYNDA MATZKIN

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 35 OF TRACT NO. 788, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 23, AT PAGE 49 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, AND RUNNING THENCE SOUTHERLY, ALONG THE EAST BOUNDARY OF SAID TRACT NO. 788, 185 FEET TO THE SOUTH LINE OF THE LAND CONVEYED TO CALLIE E. HORTON, ET AL., RECORDED OCTOBER 4, 1947 IN BOOK 1559, AT PAGE 132 OF OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; RUNNING THENCE SOUTHERLY, ALONG THE EAST BOUNDARY OF SAID TRACT NO. 788, 45.89 FEET TO THE NORTHEAST CORNER OF LOT 27 OF SAID TRACT NO. 788;

THENCE EASTERLY, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 27, 12 FEET TO THE EAST LINE OF THE LAND CONVEYED TO THOMAS E HANIGAN AND WIFE, BY DEED RECORDED JUNE 13, 1952, IN BOOK 2343, AT PAGE 104 OF OFFICIAL RECORDS;

THENCE SOUTHERLY ALONG SAID EASE LINE 39.936 FEET TO THE SOUTH LINE OF THE LAND CONVEYED TO G. EMMETT RAITT AND WIFE, BY DEED RECORDED OCTOBER 27, 1930 IN BOOK 423, AT PAGE 445 OF OFFICIAL RECORDS; THENCE EASTERLY ALONG SAID SOUTH LINE, 198 FEET, MORE OR LESS TO THE CENTER LINE OF VICTORIA DRIVE, 80 FEET IN WIDTH, AS ESTABLISHED BY DECREE RECORDED IN JUNE 14, 1927, IN BOOK 13, AT PAGE 364 OF OFFICIAL RECORDS;

THENCE NORTHERLY, ALONG SAID CENTER LINE, 82.826 FEET TO THE SOUTH LINE OF SAID LAND CONVEYED TO CALLIE E. HORTON ET. AL; THENCE WESTERLY ALONG SAID SOUTH LINE, 210 FEET, MORE OR LESS TO THE TRUE POINT OF BEGINNING.

**Assessor's Parcel Number: 002-111-37**



500' RADIUS

HRC 2020-08/ HRCA 2020-09 / HPPA 2020-11  
 2042 NORTH RIVERSIDE DRIVE  
 HAMILTON-SCHOPPERT HOUSE

PLANNING AND BUILDING AGENCY

# EXECUTIVE SUMMARY

**Hamilton-Schoppert House**  
**2042 North Victoria Drive**  
**Santa Ana, CA 92706**

NAME	Hamilton-Schoppert House			REF. NO.
ADDRESS	2042 North Victoria Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1956	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Minimal Traditional

During the Great Depression through the immediate postwar years, the Minimal Traditional home rose in popularity as the preferred style for middle-class housing in the United States. This basic house type fulfilled both aesthetic and social needs: in terms of aesthetics, the form represented a stripped-down version of the historic-eclectic styles popular in the 1920s, in particular the Tudor and English Revival styles. In social terms, the Minimal Traditional home satisfied requirements in square footage and plan by the Federal Housing Administration (FHA), which launched a campaign in this period to expand home ownership. The Minimal Traditional home served as the prototype used by the FHA in its efforts to codify and manufacture "a standard, low-cost, minimum house that the majority of American wage earners could afford" (Greg Hise, *Magnetic Los Angeles*, p. 57). In a reflection of the Tudor and English Revival styles they mimic, Minimal Traditional homes are typically rectangular in plan and one-story in height, often with a front-gabled wing and prominent attached chimney. In contrast with the preceding styles, the Minimal Traditional home is capped with a low or intermediate pitch roof with a hipped or side gable. Sheathing materials include stucco, brick, or wood, often accompanied by stone veneer accents. Fenestration generally consists of multi-light casement, double-hung, and picture windows with wood frames. The eaves and rakes of the Minimal Traditional home are typically shallow (in a departure from the later Ranch House style, which they often resemble). Although they have little applied ornament, many Minimal Traditional homes display decorative wood shutters and porch-roof supports. By the 1950s, the Minimal Traditional home was replaced by the Ranch House as the style of choice for middle-class housing and large tract-house developments. (McAlester, pp. 476-78).

**SUMMARY/CONCLUSION:**

The Hamilton-Schoppert House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the Minimal Traditional style, dating from the second period of development on North Victoria Lane. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Santa Ana, and, as an early and intact example of the Minimal Traditional style in the Floral Park neighborhood, "is a good example of period architecture."

<b>EXPLANATION OF CODES:</b>	
<ul style="list-style-type: none"> <li>• <u>California Register Criteria for Evaluation:</u> (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)</li> </ul>	
<p><b>3:</b> It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.</p>	
<ul style="list-style-type: none"> <li>• It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.</li> </ul>	
<p><b>5S3:</b> Individual property that is listed or designated locally.</p>	



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(s) or number (assigned by recorder) *Hamilton-Schoppert House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*b. USGS 7.5' Quad *TCA 1725*

\*c. Address *2042 North Victoria Drive*

\*e. Other Locational Data: Assessor's Parcel Number *002-111-37*

\*a. County *Orange County*

Date: *March 3, 2015*

City *Santa Ana*

Zip *92706*

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

*Located in Floral Park, this is a two-story single-family residence constructed in a Minimal Traditional style. Asymmetrical in design, the house exhibits a gable-and-wing roof design, with a low-pitched front-facing gable design on the first floor, and exhibits wide, overhanging, open eaves at the first floor along the side (north and south) elevations and at the second floor, along the front (east) and rear (west) elevations. The house exhibits little to no eaves at the first floor along the front (east) elevations and at the second floor along the side (north and south) elevations. The roof is clad in contemporary asphalt shingle roofing and the exterior walls are clad in smooth stucco, brick wall cladding along the primary elevation, and horizontal wood clapboard siding on the first floor gable ends. Located in the middle of the front elevation, a small entry portico is characterized by a recessed front entry with overhanging front-façade roof and simple wood porch supports with triangular braces to each side. The entry features a wide six-panel wood door with two half height sidelights flanking the doorway and a divided-light metal casement picture window adjacent to the entry door. The northern and southern portion of the front elevation also feature large divided-light steel casement windows. Along the north, south, and west elevation, the building incorporates a series of divided-light steel windows, including casement, four-over-four sashes, and corner windows with corner supports. An exterior brick chimney located along the side (south) elevation rises above the roof ridgeline. The property is landscaped with a mature tree, a lawn, low vegetation and a decorative walkway at the front setback. The driveway leads to a one-story, stucco-clad, one-car garage, built at the same time as the residence and connected by a breezeway. The house appears intact and is in good condition.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



**P5b. Photo:** (view and date)

*East elevation, view west  
 September 2020*

\*P6. Date Constructed/Age and

Sources:  historic  
*1956/ City of Santa Ana Building  
 Permits*

\*P7. Owner and Address:

*Andres and Lynda Matzkin  
 2042 North Victoria Drive  
 Santa Ana, CA 92706*

\*P8. Recorded by:

*Pedro Gomez  
 20 Civic Center Plaza M-20  
 Santa Ana, CA 92702*

\*P9. Date Recorded:

*October 29, 2020*

\*P10. Survey Type:

*Intensive Survey Update*

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

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)

**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: *Hamilton-Schoppert House*

- B1. Historic Name: *Hamilton-Schoppert House*  
 B2. Common Name: *Same*  
 B3. Original Use: *Single-Family Residence*  
 \*B5. Architectural Style: *Minimal Traditional*  
 \*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed 1956. \$30,000.*

*January 21, 1957. Addition of storage room to garage for D.C. Hamilton. \$400.*  
*January 14, 2015. Remove bathtub and install walk-in bathtub.*  
*May 27, 2020. Tear off existing roof, resheath, and install comp roofing. \$12,570.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *V.J. Anderson*

\*B10. Significance: Theme *Residential Architecture* Area *Santa Ana*  
 Period of Significance: *1956* Property Type: *Single-Family Residence* Applicable Criteria: *C/3*  
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

*The Hamilton-Schoppert House is architecturally significant as an early and characteristic example of the Minimal Traditional style, dating from the second period of development on North Victoria Lane. It was built in 1956 by V.J. Anderson and the first known residents were Dwight C. and Frances L. Hamilton. Mr. Hamilton was born in Iowa in 1905, was a U.S. Marine Corps radio operator for the steamship, Ruth Alexander, President of the Century Toastmasters, and Assistant Trust Office for the First National Bank. Mrs. Hamilton was born in 1907, was a teacher at Hoover School, and was on the board of the Santa Ana Community Players, a local theatre group. Mr. and Mrs. Hamilton remained as the property until it was sold to William V. and Anna J. Schoppert in 1974. Mr. Schoppert was a U.S. Marine Corps Staff Sergeant during WWII. After returning from the war Mr. Schoppert dedicated himself to the farming of strawberries. According to city directories, Mr. and Mrs. Schoppert remained at the property until Mr. Schoppert's death.*

(See Continuation Sheet 3 of 3.)

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

\*B12. References:

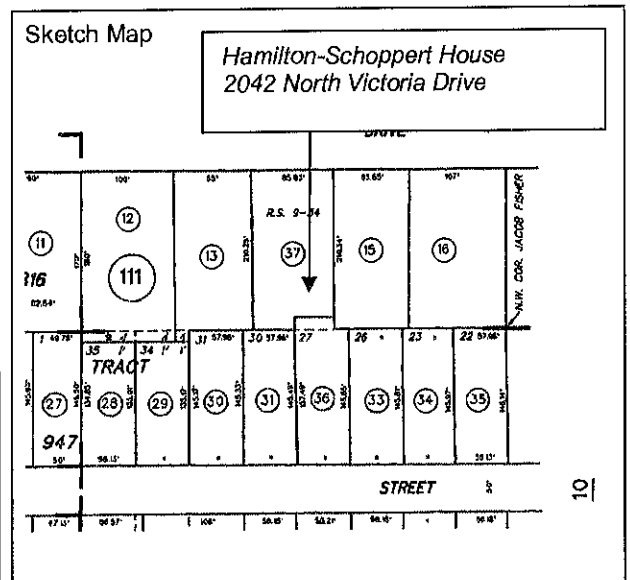
- City of Santa Ana Building Permits*
- Santa Ana History Room Collection, Santa Ana Public Library*
- Sanborn Maps*
- (See Continuation Sheet 3 of 3.)*

B13. Remarks:

\*B14. Evaluator: *Leslie Heumann/Chattel, Inc.*

\*Date of Evaluation: *October 29, 2020*

(This space reserved for official comments.)





**\*B10. Significance (continued):**

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Hamilton-Schoppert House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. This neighborhood is northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of oranges, avocados, and walnuts and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (*Orange County Register*, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (*Orange County Register*, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival.*

*The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.*

*In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2020) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.*

*The Hamilton-Schoppert House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the Minimal Traditional style, dating from the second period of development on North Victoria Lane. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Santa Ana, and, as an early and intact example of the Minimal Traditional style in the Floral Park neighborhood, "is a good example of period architecture." Character defining features of the Hamilton-Schoppert House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood board siding; gable-and-wing roof design with wide, overhanging, open eaves; brick chimney; wood porch supports with triangular braces to each side; and divided-light metal windows.*

**\*B12. References (continued):**

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Hess, Alan. Ranch House. New York: Harry N. Abrams, Inc. 2004*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*"Alison Honer Dies at 84," The Santa Ana Journal, September 21, 1981.*  
*"Builder of Honer Plaza Dies," Orange County Register, September 15, 1981.*  
*"History of Floral Park." <http://www.floral-park.com/page2.html>.*  
*Santa Ana and Orange County Directories, 1940-1979.*  
*Talbert, Thomas B. (editor). The Historical Volume and Reference Works: Orange County. Whittier, CA: Historical Publishers, 1963.*

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

**TITLE:**

**PUBLIC HEARING – HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-11, HISTORIC REGISTER CATEGORIZATION NO. 2020-10, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-13 FOR PROPERTY LOCATED AT 1805 NORTH LOUISE STREET**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-11 and Historic Register Categorization No. 2020-10 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Timothy J. and Jeanice S. Barker, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Timothy J. and Jeanice S. Barker are requesting approval to designate an existing residence located at 1805 North Louise Street to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the east side of North Louise Street in the West Floral Park neighborhood. The site consists of a 1,738-square-foot, Ranch House residence and detached garage on a 7,475-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria



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HPPA No. 2020-13  
October 29, 2020  
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established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 66 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the Young-Keeler House, is located within the West Floral Park neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1954 by local prominent builder Roy Roscoe Russell. In the late 1920s and 1930s, Russell continued to develop the groves of West Floral Park. In the early post World War II years, West Floral Park continued its development as numerous, smaller, single-family houses were built. Another developer and builder credited with development of parts of West Floral Park was Allison Honer, credited as the subdivider and builder of a major portion of northwest Santa Ana.

Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a long roof ridge running parallel to the front façade, and features a moderately pitched side-gabled roof design with a single hipped extension along the front, and two front-facing gable extensions at the rear (east) elevation. The roof design exhibits wide open eaves with exposed rafters along the front (west) and rear (east) elevations and features side-gabled ends with decorative pointed eave extensions along the side (north and south) elevation. The exterior of the house is clad in a combination of brick, smooth stucco, horizontal wood board lapped siding, and board-and-batten siding. Located off-center and sheltered under the main roof, the entry is characterized by board-and-batten siding, a brick veneer base, and simple wood porch supports with triangular braces to each side. The entry features a wood door with a large window pane with crisscross pattern design, as well as wood casement windows with multiple lights. The front (west) elevation, south of the entry, is characterized by the gabled extension that features a large tripartite picture window, with the crisscross pattern design and a large central pane, as well as additional wood casement windows with multiple lights. Along the north, south, and east elevation, the building incorporates a series of wood windows, including six-over-six and horizontal pane sashes, and a tripartite with a multiple light central pane and horizontal edge panes. An exterior brick chimney located along the rear (east) elevation rises above the roof ridge line. Character-defining features of the Young-Keeler House include, but may not be limited to: materials and finishes (brick, stucco, horizontal wood board lapped siding, and board-and-batten siding); moderately pitched side-gabled roof design; wide open eaves with exposed rafters; decorative pointed eave extensions; wood porch supports with triangular braces; and

fenestration (multi-pane hung, tripartite, and casement windows where extant); and architectural detailing (crisscross pattern design).

The Young-Keeler House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the Ranch House style. It is also notable for its association with prominent Santa Ana builder and developer, Roy Russell. Additionally, the house has been categorized as "Contributive" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana.

### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

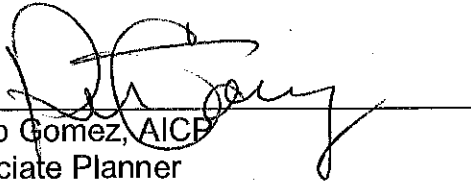
### Public Notification

The subject site is located within the West Floral Park Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

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**CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-74 will be filed for this project.



Pedro Gomez, AICP  
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\1805 N Louise Street - Young-Keeler House\ Staff Report - 1805 N. Louise Street

- Exhibits      1 – Resolution  
                  2 – Mills Act Agreement  
                  3 – 500-Foot Radius Map

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-11 TO PLACE THE PROPERTY LOCATED AT 1805 NORTH LOUISE STREET, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-10 PLACING SAID PROPERTY WITHIN THE CONTRIBUTIVE CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-11) and categorization (Historic Resources Commission Categorization No. 2020-10) of the Young-Keeler House located at 1805 North Louise Street, Santa Ana.
- B. The Young-Keeler House has distinctive architectural features of the Ranch House style and was built in 1954.
- C. The Young-Keeler House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the Ranch House style. It is also notable for its association with prominent Santa Ana builder and developer, Roy Russell. Additionally, the house has been categorized as "Contributive" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana. Character-defining features of the Young-Keeler House include, but may not be limited to: materials and finishes (brick, stucco, horizontal wood board lapped siding, and board-and-batten siding); moderately pitched side-gabled roof design; wide open eaves with exposed rafters; decorative pointed eave extensions; wood porch supports with triangular braces; and fenestration (multi-pane hung, tripartite, and casement windows where extant); and architectural detailing (crisscross pattern design).
- D. The legal owners of the property are Timothy J. and Jeanice S. Barker.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-74 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-11 to place the Young-Keeler House located at 1805 North Louise Street, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-10 placing the Young-Keeler House located at 1805 North Louise Street, Santa Ana, 92706 within the Contributive category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

---

Alberta Christy  
Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES: Commission members \_\_\_\_\_  
NOES: Commission members \_\_\_\_\_  
ABSTAIN: Commission members \_\_\_\_\_  
NOT PRESENT: Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana



**LEGAL DESCRIPTION**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
399-081-12	1805 North Louise Street	LOT 1 OF TRACT 1739, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGES 42 AND 43 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM THE SOUTHERLY 2 FEET.	Timothy J. and Jeanice S. Barker

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Timothy James Barker and Jeanice Shelby Barker, husband and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **1805 North Louise Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **1805 North Louise Street, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **1805 North Louise Street**, Assessor Parcel Number, **399-081-12**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying

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

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Timothy J. and Jeanice S. Barker  
1805 North Louise Street  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.



c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
TIMOTHY J. BARKER

Date: \_\_\_\_\_

By: \_\_\_\_\_  
JEANICE S. BARKER

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

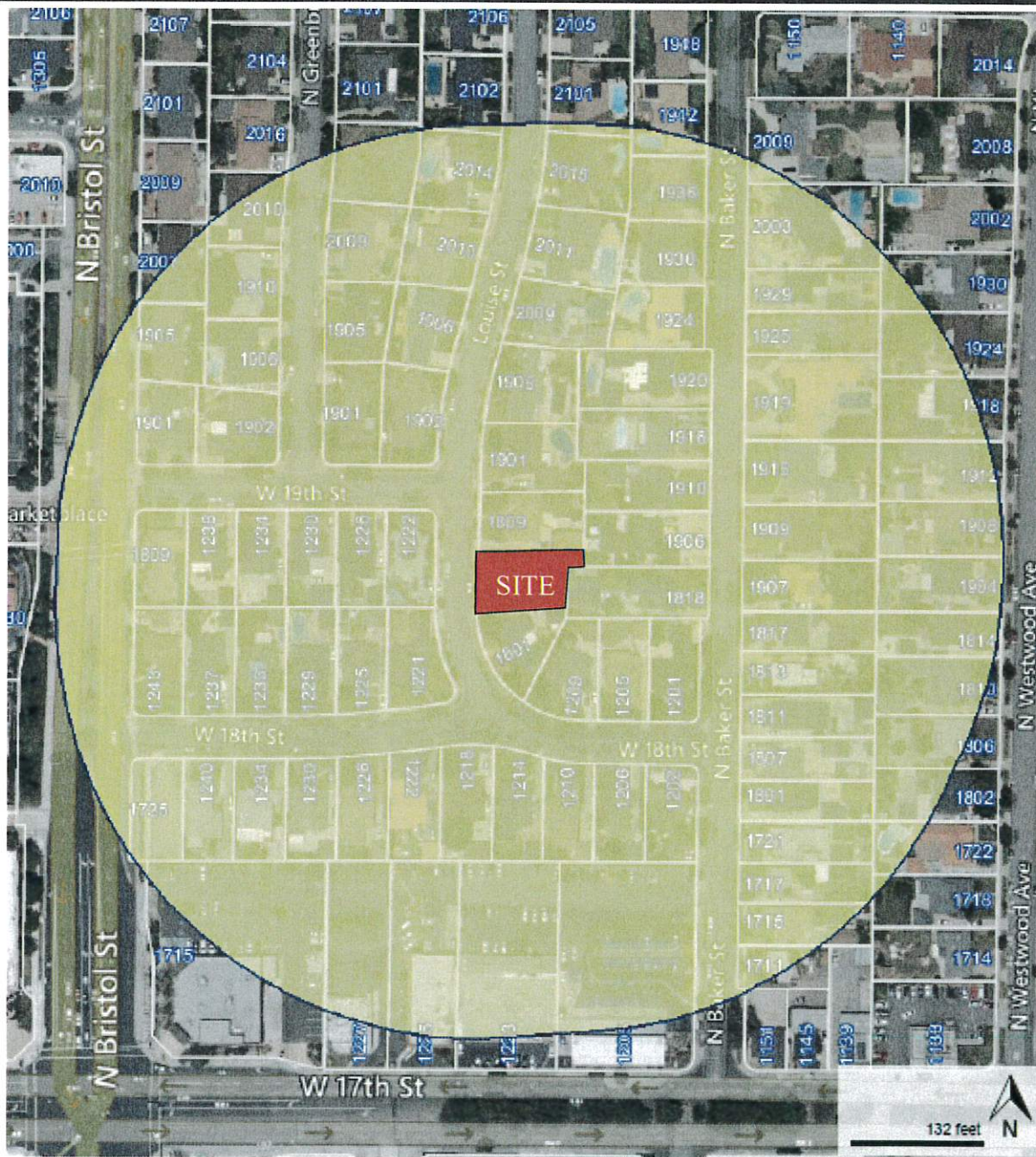
\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT 1739, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGES 42 AND 43 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM THE SOUTHERLY 2 FEET.

**Assessor's Parcel Number: 399-081-12**



500' RADIUS

HRC 2020-10/ HRCA 2020-11/ HPPA 2020-13  
1805 NORTH LOUISE STREET  
YOUNG-KEELER HOUSE

PLANNING AND BUILDING AGENCY

# EXECUTIVE SUMMARY

**Young-Keeler House**  
**1805 North Louise Street**  
**Santa Ana, CA 92706**

NAME	Young-Keeler House			REF. NO.
ADDRESS	1805 North Louise Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1954	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	West Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION		C/3	CALIFORNIA REGISTER STATUS CODE	
			5S3	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

**SUMMARY/CONCLUSION:**

The Young-Keeler House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the Ranch House style. It is also notable for its association with prominent Santa Ana builder and developer, Roy Russell. Additionally, the house has been categorized as "Contributive" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana (Santa Ana Municipal Code, Section 30-2.2).

**EXPLANATION OF CODES:**

- **California Register Criteria for Evaluation:** (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)

**3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

**5S3:** Appears to be individually eligible for local listing or designation through survey evaluation.



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(s) or number (assigned by recorder) *Young-Keeler House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*a. County Orange County

\*b. USGS 7.5' Quad: TCA 1725

Date: March 3, 2015

\*c. Address 1805 North Louise Street

City: Santa Ana

Zip: 92706

\*e. Other Locational Data: Assessor's Parcel Number 399-081-12

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

*Located in West Floral Park, this is a one-story single-family residence on a modest sized parcel, sited with a modest setback and constructed in a Ranch House style. A detached garage is located a few feet behind (east of) the north end of the rear (east) elevation of the residence. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a long roof ridge running parallel to the front façade, and features a moderately pitched side-gabled roof design with a single hipped extension along the front, and two front-facing gable extensions at the rear (east) elevation. The roof design exhibits wide open eaves with exposed rafters along the front (west) and rear (east) elevation and features side-gabled ends with decorative pointed eave extensions along the side (north and south) elevation. The exterior of the house is clad in a combination of brick, smooth stucco, horizontal wood board lapped siding, and board-and-batten siding. Located off-center and sheltered under the main roof, the entry is characterized by board-and-batten siding, a brick veneer base, and simple wood porch supports with triangular braces to each side. The entry features a wood door with a large window pane with crisscross pattern design, as well as wood casement windows with multiple lights. The front (west) elevation, south of the entry, is characterized by the gabled extension that features a large tripartite picture window, with the crisscross pattern design and a large central pane, as well as additional wood casement windows with multiple lights. Along the north, south, and east elevation, the building incorporates a series of wood windows, including six-over-six and horizontal pane sashes, and a tripartite with a multiple light central pane and horizontal edge panes. An exterior brick chimney located along the rear (east) elevation rises above the roof ridge. The property is landscaped with a lawn, low vegetation and single concrete walkway leading towards the front entry.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



**P5b. Photo:** (view and date)  
*West elevation, view east  
 September 2020*

\*P6. Date Constructed/Age and Sources:  historic  
*1954/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Tim and Jeanice Barker  
 1805 North Louise Street  
 Santa Ana, CA 92706*

\*P8. Recorded by:  
*Pedro Gomez, City of Santa Ana  
 20 Civic Center Plaza M-20  
 Santa Ana, CA 92702*

\*P9. Date Recorded:  
*October 29, 2020*

\*P10. Survey Type:  
*Intensive Survey Update*

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

\*Attachments:  None  Location

Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)



**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: *Young-Keeler House*

B1. Historic Name: *Young-Keeler House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

\*B5. Architectural Style: *Ranch House*

\*B6. Construction History: (Construction date, alterations, and date of alterations): *April 2, 1954. Constructed. \$14,000.*

*May 29, 1964. Private swimming pool for Robert Elgie by Anthony Pools. \$2,400.*

*June 6, 1968. Water heater.*

*August 17, 1970. Extend existing fence by R.E. Elgie. \$428.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Roy Russell*

\*B10. Significance: Theme *Residential Architecture* Area *Santa Ana*

Period of Significance: *1954* Property Type: *Single-family Residence* Applicable Criteria: *C/3*

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

*The Young-Keeler House is architecturally significant as a characteristic example of the Neoclassical style. This house was originally constructed in 1954, by prominent builder Roy Roscoe Russell. In the late 1920s and 1930s, Roy Russell continued developing the groves of Floral Park, including an early 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The first residents of the property were Claude E. and Hazel Young who purchased the property soon after construction was complete. Mr. and Mrs. Young resided in the property until 1962 when it was sold to Marshall and Josephine Keeler. Mr. Keeler was a "public-spirited and progressive citizen" of Santa Ana, worked as a salesman for Smart and Final wholesale grocery company, was the Vice President of the City Board of Education, Director of Crippled Children's Relief Association of Orange County, director of Community Chest of Santa Ana and Tustin, and a member of the Santa Ana Rotary club, and held office of secretary of the Santa Ana Masonic Temple Association (Santa Ana Register, October 18, 1926). The property was sold to Robert E. and Maxine E. Elgie in 1964. Mr. Elgie was a SSGT in the US Army Air Forces and both Mr. and Mrs. Elgie are currently buried in the Riverside National Cemetery. Mr. and Mrs. Elgie resided on the property until 1973. No occupancy information is provided in City directories between 1973-1997. In 1998, Clifton R. Cole acquired the property.*

(See Continuation Sheet 3 of 3.)

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

\*B12. References:

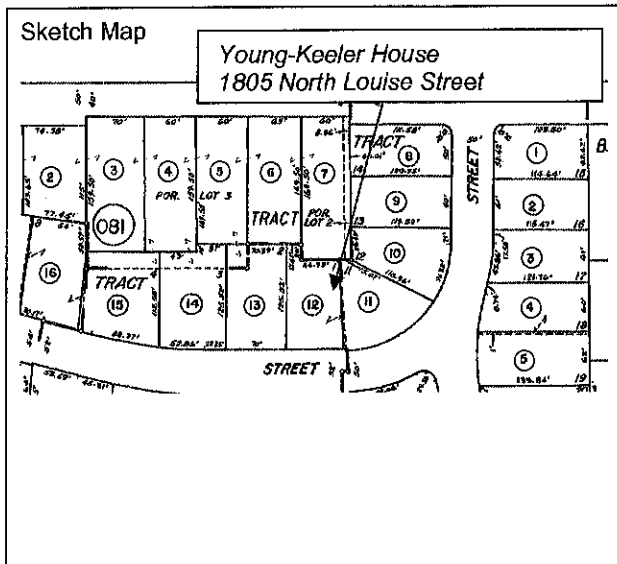
- City of Santa Ana Building Permits*
- Santa Ana History Room Collection, Santa Ana Public Library*
- Sanborn Maps*
- (See Continuation Sheet 3 of 3.)

B13. Remarks:

\*B14. Evaluator: *Leslie Heumann/Chattel Inc.*

\*Date of Evaluation: *October 29, 2020*

(This space reserved for official comments.)



**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 3 of 3

Resource Name: *Young-Keeler House*

\*Recorded by *Pedro Gomez*

\*Date *October 29, 2020*  Continuation  Update

**\*B10. Significance (continued):**

*The Young-Keeler House is located in West Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Bristol Street, North Flower Street, and West Riviera Drive. In 1910, father and son John B. and Merle Ramsey, who had come to Santa Ana in 1902 and subsequently set up business as plaster contractors, purchased fifteen acres of the ranch from a Mr. Talcott. By that time, the adobe had been replaced by the present house, estimated to have been built circa 1895 (Cultural Heritage Inventory, 1983). A barn with an attached bunkhouse was located west of the house (approximately where Westwood Avenue runs today). The Ramsey's began tending the orange and walnut trees already on half of the acreage, and planted additional walnut trees and apricot trees on the vacant land. They also developed the "Ramsey Apple" by grafting cuttings from their home in Ohio onto California rootstock.*

*At the time of the Ramsey's purchase, the ranch, although located within the city limits of Santa Ana, was "far out in the country," reached via dirt roads, with no nearby neighbors. The location of the property was understood to be the vicinity of Baker and Seventeenth. In 1921, father and son divided the property, with the father keeping the rear portion for farming and son taking the front in order to take advantage of the expanding residential area of Santa Ana by building houses. City directories in the 1930s list the address of John Ramsey as 1901 North Baker Street and of Merle Ramsey as 1101 West Seventeenth Street. Westwood Avenue north of Seventeenth, however, was not developed until the post-World War II period, and the first building permit with the current address was recorded in 1948. Merle Ramsey recalled his life on the A. T. Bates ranch in *This Was Mission County: Reflections in Orange of Merle and Mabel Ramsey*, published in 1973, and noted that the house remained exactly where it had been, only surrounded by streets and houses. Ramsey also recalled unearthing several Native American artifacts on the property, most notably two stone pots discovered when they installed an irrigation system.*

*Since the second half of the twentieth century, the neighborhood in which the A. T. Bates Ranch House is located has been known as West Floral Park. Bounded by Santiago Creek on the north, West Seventeenth Street on the south, North Flower Street on the east and North Bristol Street on the west, this residential area largely developed after 1947. Prior to that time, the area was primarily agricultural, and other than Flower Street, which was improved with houses during the 1920s and 1930s, contained only a handful of residences on Baker and Bristol Streets, the City Water Works pumping plant at 2315 North Bristol Street, and the Animal Shelter and City/County Pound at 2321 North Bristol Street. Between 1947 and 1950, around two dozen homes were constructed on Baker, Olive, Towner, and Westwood Streets. Construction boomed during the 1950s, and the California Ranch.*

*The Young-Keeler House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the Ranch House style. It is also notable for its association with prominent Santa Ana builder and developer, Roy Russell. Additionally, the house has been categorized as "Contributive" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Young-Keeler House include, but may not be limited to: materials and finishes (brick, stucco, horizontal wood board lapped siding, and board-and-batten siding); moderately pitched side-gabled roof design; wide open eaves with exposed rafters; decorative pointed eave extensions; wood porch supports with triangular braces; and fenestration (multi-pane hung, tripartite, and casement windows where extant); and architectural detailing (crisscross pattern design).*

**\*B12. References (continued):**

- Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.*
- Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.*
- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*
- Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*
- McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*
- National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Newspapers.com (Santa Ana Register)*
- Branch, National Park Service, US Dept. of the Interior, 1991.*
- Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*
- Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*
- Santa Ana and Orange County Directories, 1920-1979.*
- Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917*

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.

# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES  
COMMISSION APPLICATION NO. 2020-06,  
HISTORIC REGISTER CATEGORIZATION  
NO. 2020-05, AND HISTORIC PROPERTY  
PRESERVATION AGREEMENT NO. 2020-08  
FOR PROPERTY LOCATED AT 1015 WEST RIVER  
LANE**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

As Recommended

As Amended

Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-06 and Historic Register Categorization No. 2020-05 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Camron E. and Phyllis A. Bussard , subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Camron E. and Phyllis A. Bussard are requesting approval to designate an existing residence located at 1015 West River Lane to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the north side of West River Lane in the Jack Fisher Park neighborhood. The site consists of a 2,668-square-foot, Ranch House residence and attached garage on a 11,325-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria

HRCA No. 2020-06, HRC No. 2020-05,  
HPPA No. 2020-08  
October 29, 2020  
Page 2

established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 72 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the E.M. Crawford House, is located within the Jack Fisher Park neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1948 by Edgar B. Lembke, and was valued at approximately \$20,000, according to the original building permit. During the post- World War II housing expansion in the United States, the FHA-endorsed model for city planning, as reflected in the neighborhood of Fisher Park, "set the standards for the design of post-World War II subdivisions." Construction quickly transformed the neighborhood from agricultural to residential. By 1955, nearly all the lots of both tracts had been improved with single-family residences with uniform setbacks, mostly in the Ranch House style popular in the 1950s and 1960s, in a configuration and unity of design still reflected there today.

An outstanding and intact example of a Ranch House style and a rare example of adobe construction in Santa Ana, the house and garage delineate an "L" -shaped plan, which embraces a shallow rear patio and creates a generously sized rear courtyard area. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, cross-hipped roof with wide, overhanging, open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing and the exterior of the house is clad in solid "Verdugo Adobe" brick, reportedly made on site, each approximately twelve-inches wide, eighteen-inches long, and five-inches thick, with no two bricks alike. Along the front (south) elevation, the house features a full-width broad porch and a two wide double doors that open into the rear courtyard, gated by art deco inspired wrought iron gates. Entry into the residence is accessed off of the rear courtyard and features a deeply recessed wood door, and adjacent sliding patio doors providing access to the "Lanai." The front (south) elevation features two deeply recessed multi-light, metal-framed casement windows. The north, west, and east elevations, as well as along the interior courtyard, also feature deeply recessed multi-light, metal-framed casement windows. A secondary entry porch into the exterior courtyard features a simple wood door, and is clad in board-and-batten wood siding. Character-defining features of the E.M. Crawford House include, but may not be limited to: massing ("L" -shaped plan); low pitched, cross-hipped roof; wide, overhanging, open eaves and exposed rafters; "Verdugo Adobe" brick; fenestration (multi-light, metal-framed casement windows); and adobe brick chimneys.



The E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion No. 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance."

### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

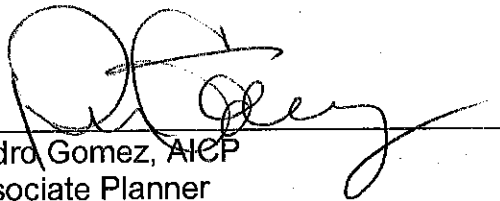
### Public Notification

The subject site is located within the Jack Fisher Park Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

HRCA No. 2020-06, HRC No. 2020-05,  
HPPA No. 2020-08  
October 29, 2020  
Page 4

**CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-66 will be filed for this project.



Pedro Gomez, AICP  
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\1015 W. River Lane - E.M. Crawford House\ Staff Report -1015 W. River Lane

- Exhibits      1 – Resolution  
                  2 – Mills Act Agreement  
                  3 – 500-Foot Radius Map

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-06 TO PLACE THE PROPERTY LOCATED AT 1015 WEST RIVER LANE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-05 PLACING SAID PROPERTY WITHIN THE LANDMARK CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-06) and categorization (Historic Resources Commission Categorization No. 2020-05) of the E.M. Crawford House located at 1015 West River Lane, Santa Ana.
- B. The E.M. Crawford House has distinctive architectural features of the Ranch House style and was built in 1948.
- C. The E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion No. 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance." Character-defining features of the E.M. Crawford House include, but may not be limited to: massing ("L" -shaped plan); low pitched, cross-hipped roof; wide, overhanging, open eaves and exposed rafters; "Verdugo Adobe" brick; fenestration (multi-light, metal-framed casement windows); and adobe brick chimneys.
- D. The legal owners of the property are Camron E. and Phyllis A. Bussard.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Landmark category pursuant to Section 30-2.2(1) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-66 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-06 to place the E.M. Crawford House located at 1015 West River Lane, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-05 placing the E.M. Crawford House located at 1015 West River Lane, Santa Ana, 92706 within the Landmark category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

---

Alberta Christy  
Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES: Commission members \_\_\_\_\_  
NOES: Commission members \_\_\_\_\_  
ABSTAIN: Commission members \_\_\_\_\_  
NOT PRESENT: Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana

**LEGAL DESCRIPTION**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
001-231-04	1015 West River Lane	LOT 18 OF TRACT NO. 1160 AS PER MAP THEREOF RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	Camron E. and Phyllis A. Bussard



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Camron E. and Phyllis A. Bussard, husband and wife as community property with right of survivorship**, (hereinafter collectively referred to as “Owner”), owners of real property located at **1015 West River Lane, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **1015 West River Lane, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

#### **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

#### **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **1015 West River Lane**, Assessor Parcel Number, **001-231-04**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed,

delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Camrom E. and Phyllis A. Bussard  
1015 West River Lane  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}



**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CAMRON E. BUSSARD

Date: \_\_\_\_\_

By: \_\_\_\_\_  
PHYLLIS A. BUSSARD

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

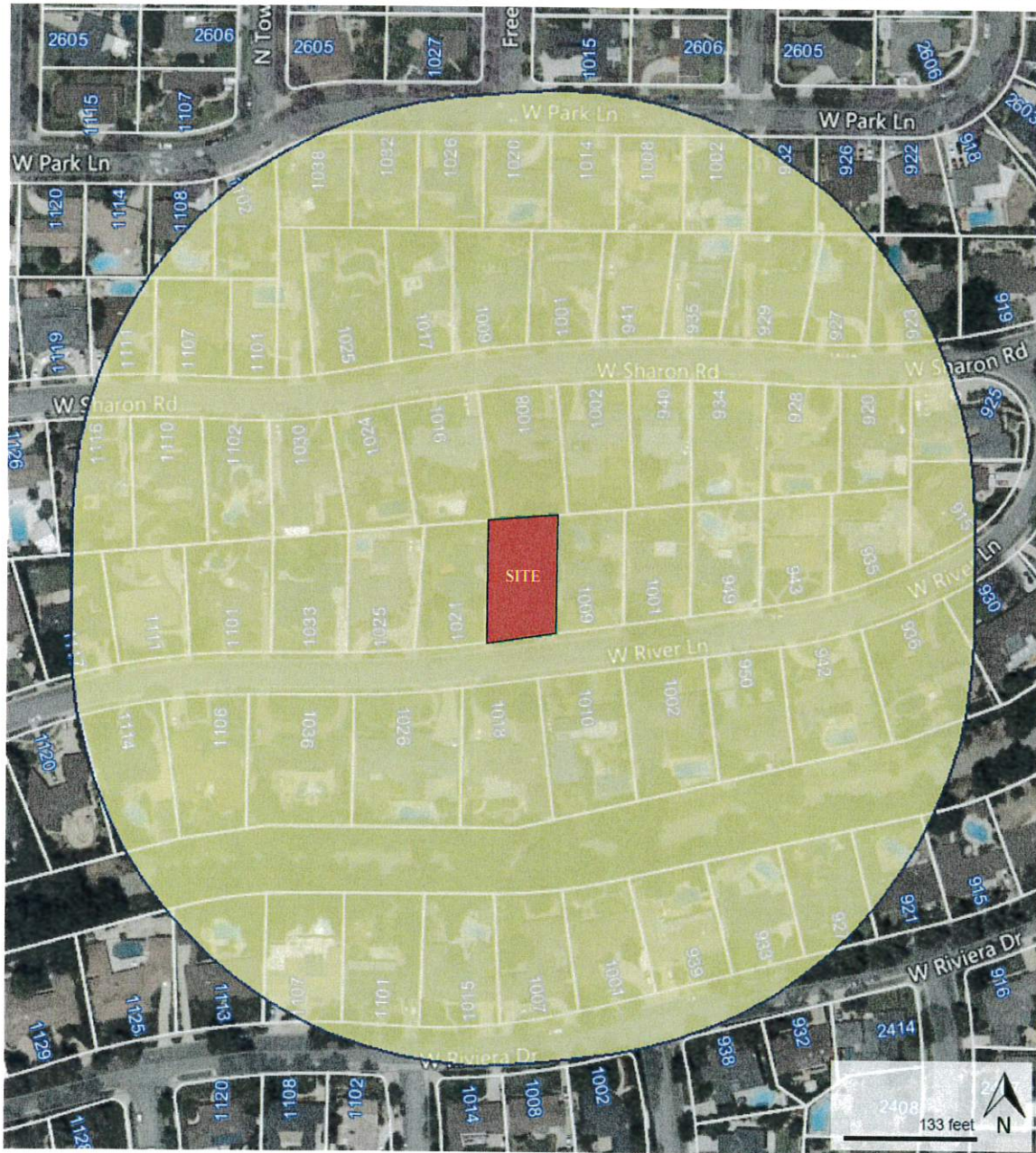
\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 18 OF TRACT NO. 1160 AS PER MAP THEREOF RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number: 001-231-04**



500' RADIUS

HRC 2020-06/ HRCA 2020-05/ HPPA 2020-08  
1015 WEST RIVER LANE  
E.M. CRAWFORD HOUSE

PLANNING AND BUILDING AGENCY

# EXECUTIVE SUMMARY

**E.M. Crawford House**  
**1015 West River Lane**  
**Santa Ana, CA 92706**

NAME	E.M. Crawford House			REF. NO.
ADDRESS	1015 West River Lane			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1948	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Jack Fisher Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

**SUMMARY/CONCLUSION:**

The E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance". (Santa Ana Municipal Code, Section 30-2.2).

**EXPLANATION OF CODES:**

- California Register Criteria for Evaluation: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)

**3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.

**5S3:** Appears to be individually eligible for local listing or designation through survey evaluation.



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(s) or number (assigned by recorder) *E.M. Crawford House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*b. USGS 7.5' Quad: *TCA 1725*

\*c. Address *1015 West River Lane*

\*e. Other Locational Data: Assessor's Parcel Number *001-231-04*

\*a. County *Orange County*

Date: *March 3, 2015*

City: *Santa Ana*

Zip: *92706*

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

*The E.M. Crawford House is a one-story single-family residence with an attached two-car garage constructed in a California Ranch style. An outstanding and very intact example of a Ranch House style and a rare example of adobe construction in Santa Ana, the house and garage delineate an "L"-shaped plan, which embraces a shallow rear patio and creates a generously sized rear courtyard area. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, cross-hipped roof with wide, overhanging, open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing and the exterior of the house is clad in solid "Verdugo Adobe" brick, reportedly made on site, each approximately twelve-inches wide, eighteen-inches long, and five-inches thick, with no two bricks alike. Along the front (south) elevation, the house features a full-width broad porch and a two wide double doors that open into the rear courtyard, gated by art deco inspired wrought iron gates. Entry into the residence is accessed off of the rear courtyard and features a deeply recessed wood door, and adjacent sliding patio doors providing access to the "Lanai." The front (south) elevation features two deeply recessed multi-light, metal-framed casement windows. The north, west, and east elevations, as well as along the interior courtyard, also feature deeply recessed multi-light, metal-framed casement windows. A secondary entry porch into the exterior courtyard features a simple wood door, and is clad in board-and-batten wood siding. Two prominent adobe brick chimneys located along the east and west elevation rise above the roof ridgeline and featuring a decorative chimney cap with cross with an upside down "V" design. The rear courtyard still retains an original incinerator, also constructed of adobe bricks and during the same time as construction of the house. The house appears intact and is in good condition.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



**P5b. Photo:** (view and date)  
*South elevation, view north  
 September 2020*

\*P6. Date Constructed/Age and Sources:  historic  
*1948/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Camron and Phyllis Bussard  
 1015 West River Lane  
 Santa Ana, CA 92706*

\*P8. Recorded by:  
*Pedro Gomez, City of Santa Ana  
 20 Civic Center Plaza M-20  
 Santa Ana, CA 92702*

\*P9. Date Recorded:  
*October 29, 2020*

\*P10. Survey Type:  
*Intensive Survey Update*

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

\*Attachments:  None  Location

Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)



**BUILDING, STRUCTURE, AND OBJECT RECORD**

\*Resource Name or #: *E.M. Crawford House*

B1. Historic Name: *E.M. Crawford House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

\*B5. Architectural Style: *Ranch House*

\*B6. Construction History: (Construction date, alterations, and date of alterations): *November 1, 1948. Constructed. \$20,000.*

*October 24, 1985. Solar domestic heater.*

*October 29, 1991. Convert bedroom to master bath 160 sq. ft. \$12,000.*

*March 18, 1994. Reroof with tear off and installation of comp shingles. \$7,250.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Edgar B. Lembke*

\*B10. Significance: Theme *Residential Architecture* Area *Santa Ana*

Period of Significance: *1948* Property Type: *Single-family Residence* Applicable Criteria: *C/3*

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

*The E.M. Crawford House is architecturally significant as a characteristic example of the California Ranch style, and as a rare example of adobe construction in the City of Santa Ana. The house was originally constructed in 1948 by Edgar B. Lembke, and was valued at approximately \$20,000, according to the original building permit. The first recorded occupants were Earl M. and Bertha L. Crawford. Born in California, Earl M. Crawford was a local agriculturist and Chairman of the utilities department of the Orange County Farm Bureau, Vice President, and subsequently President, of the Olive Heights Citrus Association. Built in the early 1920's on three acres of land beside the railroad tracks on Orange-Olive Road, the Olive Heights packing house was, "one of 53 packinghouses that dotted the county from Brea to San Juan Capistrano. But as the miles of orange groves gave way to housing tracts after World War II, Valencia orange production plummeted. There were 65,000 acres dedicated to oranges in 1940 compared to less than 1,000 in 1995" (Los Angeles Times, February 7, 1997). Additional residents over the years included, J.H. Westerman Jr. (1979), Howell T. Hunt (1985), and Barbara Schmid (1990). In 2006, the property was acquired by John L. and Carolyn J. Kuykendal and in 2014 it was sold to the current owner.*

(See Continuation Sheet 3 of 3.)

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

\*B12. References:

- City of Santa Ana Building Permits*
  - Santa Ana History Room Collection, Santa Ana Public Library*
  - Sanborn Maps*
- (See Continuation Sheet 3 of 3.)

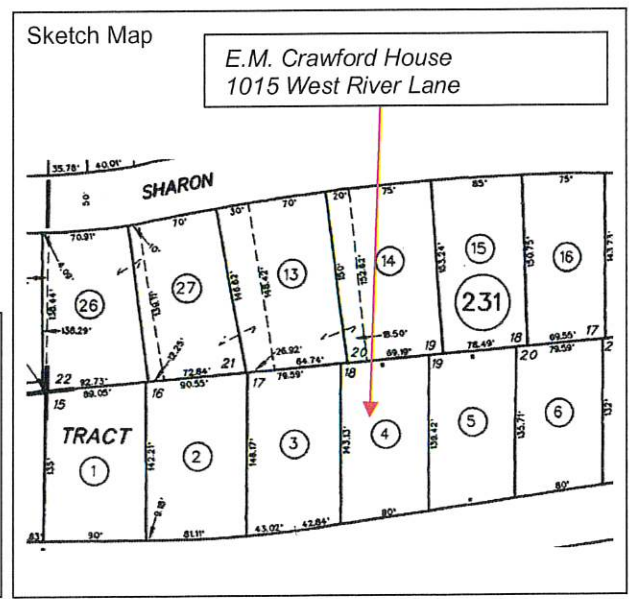
B13. Remarks:

\*B14. Evaluator: *Leslie Heumann/Chattel, Inc.*

\*Date of Evaluation: *October 29, 2020*

DPR 523B

(This space reserved for official comments.)





**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 3 of 4

Resource Name: *E.M. Crawford House*

\*Recorded by *Pedro Gomez*

\*Date *October 29, 2020*  Continuation  Update

**\*B10. Significance (continued):**

*The E.M. Crawford House is located in Jack Fisher Park, a neighborhood northwest of downtown Santa Ana bounded by Bristol Street, Santa Clara Avenue, Memory Lane, and the Interstate 5. "The neighborhood takes its name from Jacob (Jack) Fisher. Born in Yakima, Washington, Fisher moved to Santa Ana with his parents and sister in the early twentieth century. In April 1917, upon the United States' entry into World War I, Fisher enlisted in the US Army when he was 18 years old. Assigned to Company L, Seventh California Regiment, Fisher later advanced to the level of corporal in the 58th Infantry of Company D. During his service in World War I, Fisher received several high-level honors for his service in France, including a Purple Heart, French Croix de Guerre with Palm, and the Medaille Militaire, France's highest military recognition. After surviving the battles of Argonne Forest and Verdun, Fisher's final battle was fought in Argonne, from which he emerged with grave injuries. In 1919, Fisher returned to the United States for a period of convalescence. During his recuperation at the military hospital in San Francisco, Fisher studied art and cartoon illustration, which he developed into a career as a cartoonist for the San Francisco Examiner and, later, Santa Ana Register upon his return to Santa Ana in 1927. A decorated veteran with awards from Italy, Belgium, Britain, France, and the United States, Fisher was instrumental in the formation of the Santa Ana Chapter of the Disabled American Veterans. After Fisher's death at the age of 30, in March 1929, the Chapter of Disabled American Veterans he helped form took his name as the Jack Fisher Post, Chapter of Disabled American Veterans. On August 23, 1933, construction was completed on a park north of Santiago Creek on North Flower Street and dedicated as the Jack Fisher Memorial Park.*

*Prior to its residential development, Fisher Park formed Lots 5B, 8 and 9 of the Potts, Borden and Sidwell Tract, subdivided in 1881. Current-day Interstate 5 conforms to the prominent diagonal swath cut by the Southern Pacific Railroad line, which was established in Santa Ana in the late 1870s and still forms the eastern border of the Fisher Park neighborhood. With the exception of the Southern Pacific Railroad line, the area remained agricultural through much of the first half of the twentieth century, with walnut groves and orchards dotting the landscape. In November 1947, residential development arrived when a narrow strip was cleared, graded, and subdivided into 25 lots offered as Tract No. 1160, "River Lane Tract." Mirroring the curve of Santiago Creek to the south, the streets displayed a curvilinear layout, with lots ranging in size from 70 to 130 feet long, 140 to 190 deep. Three years later, in August 1950, another curvilinear subdivision appeared east of Flower Street, with smaller lots, averaging 60 feet by 90 feet, arranged around a curvilinear pattern with cul-de-sacs. An outgrowth of earlier City Beautiful and Garden City models, this curvilinear layout reflected neighborhood planning preferences codified in the 1930s by the Federal Housing Administration (FHA), which regulated and financed the increase in home ownership through its mortgage lending and insurance programs. During the post-WWII housing expansion in the United States, the FHA-endorsed model for city planning, as reflected in the neighborhood of Fisher Park, "set the standards for the design of post-World War II subdivisions." (National Register Bulletin, Historic Residential Suburbs, p. 49).*

*Construction quickly transformed the neighborhood from agricultural to residential. A 1947 aerial photograph taken a few months before creation of the River Lane Tract shows the area dominated by groves of trees. By 1955, nearly all the lots of both tracts had been improved with single-family residences with uniform setbacks, mostly in the Ranch House style popular in the 1950s and 1960s, in a configuration and unity of design still reflected there today (2020). The homes of the Jack Fisher Park neighborhood were built following the overwhelming success architects had in the early 1950's, when building homes using "California Ranch" architectural design and features. Homes located in our prestigious neighborhood range from 1,500-6,000 sq. ft., with lot sizes from 6,500-25,000 sq. ft. Properties within this neighborhood boast some of the largest residential land use in any of the incorporated cities within Orange County and Southern California. Giving true meaning to the phrase, "Sprawling California Ranch" style homes. Jack Fisher Park was named after a local highly decorated World War I hero."*

*The E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance." (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the E.M. Crawford House include, but may not be limited to: massing ("L" -shaped plan); low pitched, cross-hipped roof; wide, overhanging, open eaves and exposed rafters; "Verdugo Adobe" brick; fenestration (multi-light, metal-framed casement windows); and adobe brick chimneys.*

**\*B12. References (continued):**

- Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.*
- Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.*
- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*
- Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*
- McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*
- National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Newspapers.com (Santa Ana Register)*
- Branch, National Park Service, US Dept. of the Interior, 1991.*

**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 4 of 4

Resource Name: *E.M. Crawford House*

\*Recorded by *Pedro Gomez*

\*Date *October 29, 2020*  Continuation  Update

*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*

*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*

*Santa Ana and Orange County Directories, 1920-1979.*

*Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917*

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.

# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

**TITLE:**

**PUBLIC HEARING – HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-05, HISTORIC REGISTER CATEGORIZATION NO. 2020-04, AND HISTORIC PROPERTY PRESERVATION AGREEMENT NO. 2020-07 FOR PROPERTY LOCATED AT 2447 NORTH HELIOTROPE DRIVE**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- As Recommended
- As Amended
- Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Planning Manager

## **RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-05 and Historic Register Categorization No. 2020-04 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Sara Camm-Turrietta and Tracie Turrietta, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## **Request of Applicant**

Sara Camm-Turrietta and Tracie Turrietta are requesting approval to designate an existing residence located at 2447 North Heliotrope Drive to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

## **Project Location and Site Description**

The subject property is located on the north side of North Heliotrope Drive in the Floral Park neighborhood. The site consists of an 1,837-square-foot, Ranch House residence and detached garage on a 12,236-square-foot residential lot (Exhibit 3).

## **Analysis of the Issues**

### Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the

Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the property is 75 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the M.E. LeSourd House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1945 by local builder Myron E. LeSourd. A majority of Floral Park was developed by prominent local builder Allison Honer who was credited as the subdivider and builder of a major portion of northwest Santa Ana. In the late 1920s and 1930s, another builder, Roy Roscoe Russell, continued developing the groves of Floral Park. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built.

Symmetrical in composition, the residence features a "U"-shaped plan, topped with a cross-gabled wood shake, medium-pitched roof, with two prominent rear-facing gable extensions. The roof design exhibits wide open eaves with exposed rafters. The exterior is clad in wood shingle siding. Located off-center and sheltered under the main roof, the full-façade entry porch is characterized by wood "Dutch" door flanked by two sidelights, decorative brick walkway, simple wood square supports, and a prominent wood tripartite, casement picture window adjacent to the west of the front door. The front (south) elevation also features a six-over-six double-hung wood window with decorative white shutters. Along the north, east, and west the house features a series of double-hung wood windows, including two-over-two, three-over-three, and four-over-four sashes. The "U"-shaped plan forms a rear outdoor patio/deck with prominent multi-light wood French doors, flanked by a series of sidelights. The north elevation has a prominent brick chimney. The south elevation features four three-over-three windows and two smaller windows. An interior brick chimney located towards the rear rises above the roof ridgeline and frames a modestly sized rear patio. Character-defining features of the M.E. LeSourd house include, but may not be limited to: symmetrical facade, materials and finishes (wood siding shingle siding, wood shake roof); roof configuration; massing and composition (full-façade entry porch); fenestration (multi-pane hung windows where extant); and prominent brick chimney.

The M.E. LeSourd house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 as an intact example, and one of the first to be constructed immediately post-World War II, of the Craftsman-influenced variant of the Ranch style. Additionally, the house



has been categorized as “Key” because it “has a distinctive architectural style and quality” as an example of early post-World War II Ranch style in Santa Ana.

### Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

### Public Notification

The subject site is located within the Floral Park Neighborhood Association boundaries. The president of this neighborhood association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, had been received from any members of the public.

### CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-65 will be filed for this project.

HRCA No. 2020-05, HRC No. 2020-04,  
HPPA No. 2020-07  
October 29, 2020  
Page 4



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Pedro Gomez, AICP  
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\2447 N Heliotrope Drive - M.E. LeSourd House\Staff Report - 2447 N. Heliotrope Drive

- Exhibits
- 1 – Resolution
  - 2 – Mills Act Agreement
  - 3 – 500-Foot Radius Map

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-05 TO PLACE THE PROPERTY LOCATED AT 2447 NORTH HELIOTROPE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-04 PLACING SAID PROPERTY WITHIN THE KEY CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. On October 29, 2020, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2020-05) and categorization (Historic Resources Commission Categorization No. 2020-04) of the M.E. LeSourd House located at 2447 North Heliotrope Drive, Santa Ana.
- B. The M.E. LeSourd House has distinctive architectural features of the Ranch House style and was built in 1945.
- C. This home qualifies for listing on the Santa Ana Register of Historical Properties and is eligible for categorization as Key because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana. Character-defining features of the M.E. LeSourd house include, but may not be limited to: symmetrical facade, materials and finishes (wood siding shingle siding, wood shake roof); roof configuration; massing and composition (full-façade entry porch); fenestration (multi-pane hung windows where extant); and prominent brick chimney.
- D. The legal owners of the property are Sara Camm-Turrietta and Tracie Turrietta.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.
- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Key category pursuant to Section 30-2.2(2) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-65 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana after conducting the public hearing hereby approves:

- A. Historic Resources Commission Application No. 2020-05 to place the M.E. LeSourd House located at 2447 North Heliotrope Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-04 placing the M.E. LeSourd House located at 2447 North Heliotrope Drive, Santa Ana, 92706 within the Key category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto; the report entitled "Historical Property Description" and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 29<sup>th</sup> day of October, 2020.

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Alberta Christy  
Chairperson

FREE RECORDING PURSUANT TO  
GOVERNMENT CODE § 27383

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: \_\_\_\_\_  
Lisa Storck  
Assistant City Attorney

AYES: Commission members \_\_\_\_\_  
NOES: Commission members \_\_\_\_\_  
ABSTAIN: Commission members \_\_\_\_\_  
NOT PRESENT: Commission members \_\_\_\_\_

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana

**LEGAL DESCRIPTION**

APN	Address	Legal Description	Owner Names
002-064-30	2447 North Heliotrope Drive	<p>PARCEL: 1            LOTS 16 AND 17 OF TRACT NUMBER 755, IN THE CITY OF SANTA ANA, COMITY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 221 PAGE 33, MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.</p> <p>EXCEPT THE EAST 10 FEET OF SAID LOT 17.</p> <p>ALSO EXCEPT THAT PORTION OF LOT 16, DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16; RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 16, 10 FEET; THENCE NORTHWESTERLY TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 16 TO THE POINT OF BEGINNING.</p> <p>PARCEL 2:            THE EAST 10 FEET OF LOT 17 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN</p>	Sara Camm-Turrietta and Tracie Turrietta



FREE RECORDING PURSUANT TO  
GOVERNMENT CODE § 27383

		BOOK 221 PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	
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RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Sara Camm-Turrietta and Tracie Turrietta, wife and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owners of real property located at **2447 North Heliotrope Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2447 North Heliotrope Drive, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepared structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

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

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at **2447 North Heliotrope Drive**, Assessor Parcel Number, **002-064-30**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying

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

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Sara Camm-Turrietta and Tracie Turrietta  
2447 North Heliotrope Drive  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.



c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

**11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

**12. Amendments.**

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

**13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
SARA CAMM-TURRIETTA

Date: \_\_\_\_\_

By: \_\_\_\_\_  
TRACIE TURRIETTA

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL:**

SONIA CARVALHO  
City Attorney

By: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A  
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LOTS 16 AND 17 OF TRACT NUMBER 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 221 PAGE 33, MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET OF SAID LOT 17.

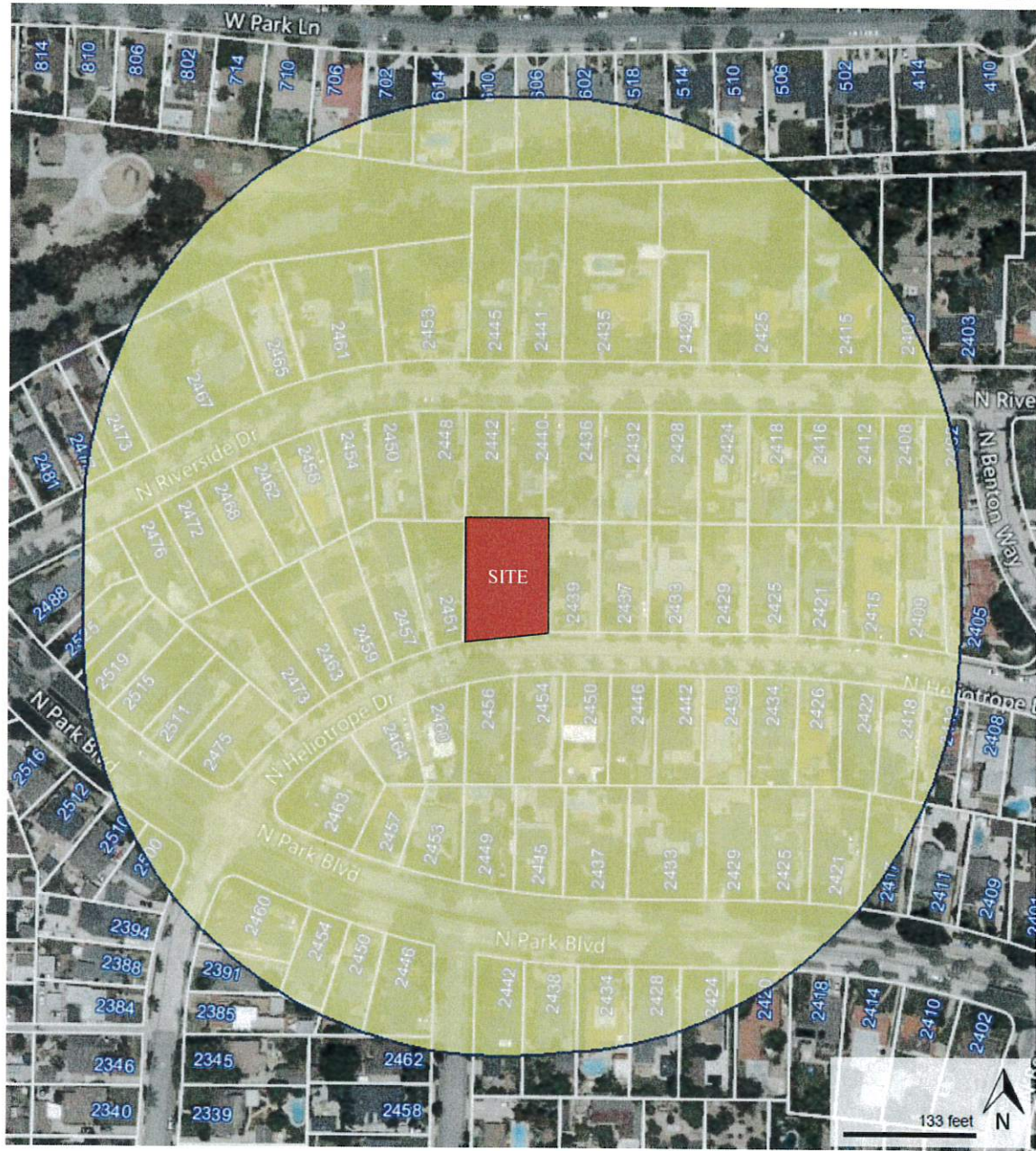
ALSO EXCEPT THAT PORTION OF LOT 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16; RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 16, 10 FEET; THENCE NORTHWESTERLY TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 16 TO THE POINT OF BEGINNING.

**PARCEL 2:**

THE EAST 10 FEET OF LOT 17 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 221 PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number: 002-064-30**



500' RADIUS

HRC 2020-04/ HRCA 2020-05/ HPPA 2020-07  
2447 NORTH HELIOTROPE DRIVE  
M.E. LESOURD HOUSE

PLANNING AND BUILDING AGENCY

# EXECUTIVE SUMMARY

**M.E. LeSourd House**  
**2447 North Heliotrope Drive**  
**Santa Ana, CA 92706**

NAME	M.E. LeSourd House			REF. NO.
ADDRESS	2447 North Heliotrope Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1945	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location:  Not for Publication       Unrestricted

Prehistoric       Historic       Both

**ARCHITECTURAL STYLE:** Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

**SUMMARY/CONCLUSION:**

The M.E. LeSourd house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example, and one of the first to be constructed immediately post-World War II, of the Craftsman-influenced variant of the Ranch style. Additionally, the house has been categorized as "Key" because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana. (Santa Ana Municipal Code, Section 30-2.2).

**EXPLANATION OF CODES:**

- California Register Criteria for Evaluation: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)
  - 3: It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
  - 5S3: Appears to be individually eligible for local listing or designation through survey evaluation.



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(s) or number (assigned by recorder) *M.E. LeSourd House*

**P1. Other Identifier:**

\*P2. Location:  Not for Publication  Unrestricted

\*a. County Orange County

\*b. USGS 7.5' Quad: TCA 1725

Date: March 3, 2015

\*c. Address 2447 North Heliotrope Drive

City: Santa Ana

Zip: 92706

\*e. Other Locational Data: Assessor's Parcel Number 002-064-30

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

*Located in Floral Park, the M.E. LeSourd house is a one-story single-family residence and an intact example of the Craftsman-influenced variant of the Ranch House style. The residence is symmetrical in composition and features a "U"-shaped plan, topped with a cross-gabled wood shake, medium-pitched roof, with two prominent rear-facing gable extensions. The roof design exhibits wide open eaves with exposed rafters. The exterior is clad in wood shingle siding. Located off-center and sheltered under the main roof, the full-façade entry porch is characterized by wood "Dutch" door flanked by two sidelights, decorative brick walkway, simple wood square supports, and a prominent wood tripartite, casement picture window adjacent to the west of the front door. The front (south) elevation also features a six-over-six double-hung wood window with decorative white shutters. Along the north, east, and west the house features a series of double-hung wood windows, including two-over-two, three-over-three, and four-over-four sashes. The "U"-shaped plan forms a rear outdoor patio/deck with prominent multi-light wood French doors, flanked by a series of sidelights. The north elevation has a prominent brick chimney. The south elevation features four three-over-three windows and two smaller windows. An interior brick chimney located towards the rear rises above the roof ridge and frames a modestly sized rear patio. Building permits document the demolition of the original detached garage and the construction of a new detached garage with attached storage room and potting room. The property is landscaped with several mature trees, a lawn, low vegetation and a decorative walkway at the front setback. Alterations to the house include the rear detached garage and the removal of original roof shingles. Other than the relatively minor noted changes, the house appears intact.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence*

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

P5a. Photo



**P5b. Photo:** (view and date)  
*South elevation, view north  
 September 2020*

\*P6. Date Constructed/Age and Sources:  historic  
*1945/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Sara Camm-Turrietta and Tracie Turrietta  
 2447 North Heliotrope Drive  
 Santa Ana, CA 92706*

\*P8. Recorded by:  
*Pedro Gomez, City of Santa Ana  
 20 Civic Center Plaza M-20  
 Santa Ana, CA 92702*

\*P9. Date Recorded:  
*October 29, 2020*

\*P10. Survey Type:  
*Intensive Survey Update*

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

\*Attachments:  None  Location Map  Sketch Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (list)



**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 3

\*NRHP Status Code 5S3

\*Resource Name or #: *M.E. LeSourd House*

- B1. Historic Name: *M.E. LeSourd House*
- B2. Common Name: *Same*
- B3. Original Use: *Single-family Residence*
- B4. Present Use: *Single-family Residence*
- \*B5. Architectural Style: *Ranch House*
- \*B6. Construction History: (Construction date, alterations, and date of alterations): *June 21, 1945. Constructed. \$6,650.*

*November 30, 1990. Re-roof. \$5,600.*

*June 18, 2014. Demolition of existing garage in the north east side of the property. \$2,500.*

*May 17, 2016. New detached garage w/attached storage room and potting room. \$36,100.*

\*B7. Moved?  No  Yes  Unknown Date: \_\_\_\_\_ Original location: \_\_\_\_\_

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Myron E. LeSourd*

- \*B10. Significance: Theme *Residential Architecture* Area *Santa Ana*  
 Period of Significance: *1945* Property Type: *Single-family Residence* Applicable Criteria: *C/3*  
 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

*The M.E. LeSourd House is architecturally significant as a characteristic example of the Ranch House style. This house was originally constructed in 1945, and was valued at approximately \$6,650, according to the original building permit. The first recorded occupants are Myron E. and Florence LeSourd. Florence LeSourd was a member of various social clubs, including the Ebell Household Economics and the First Congregational Church Woman's Union. Myron E. LeSourd was a Harvard graduate (1906) and worked as an accountant for Curran Lumber Company at 1003 East Fourth Street. The Curran lumber company owned by Frank Curran, was a city partner in much of the development of downtown Santa Ana and much of the development of pre- and post-WWII structures throughout the City. The Curran lumber was noted as receiving the contract for the second Santa Ana City Hall in 1935. Mr. and Mrs. Lesourd remained in the property until 1949 when they bequeathed the home to their daughter, Anne Marie LeSourd. According to city directories, various occupants resided on the property after Anne Marie LeSourd, including E.D. Agnew (1979), Adrian Carpets (1985), Jason E. and Gwendolen Wynder (1995), before the current owners acquired it in 2018.*

*(See Continuation Sheet 3 of 3.)*

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

\*B12. References:

- City of Santa Ana Building Permits*
- Santa Ana History Room Collection, Santa Ana Public Library*
- Sanborn Maps*
- (See Continuation Sheet 3 of 3.)*

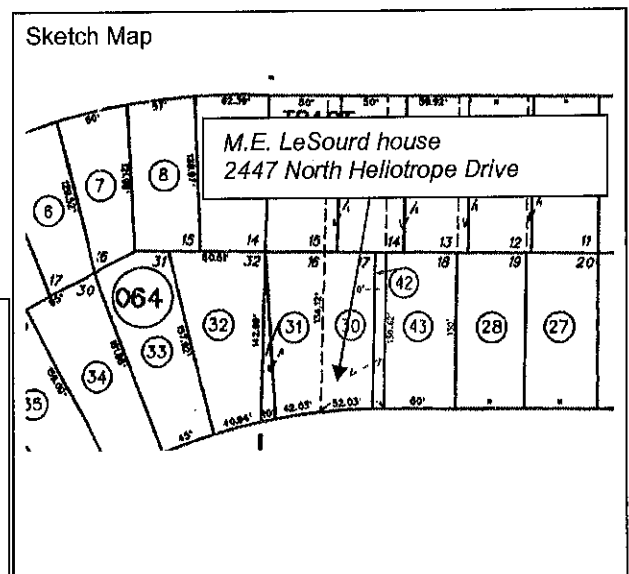
B13. Remarks:

\*B14. Evaluator: *Leslie Heumann/Chattel Inc.*

\*Date of Evaluation: *October 22, 2020*

DPR 523B

(This space reserved for official comments.)



*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The M.E. LeSourd House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of orange, avocado, and walnut trees and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (Orange County Register, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (Orange County Register, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.*

*In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2020) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.*

*The M.E. LeSourd house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example, and one of the first to be constructed immediately post-World War II, of the Craftsman-influenced variant of the Ranch style. Additionally, the house has been categorized as "Key" because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana. (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the M.E. LeSourd house include, but may not be limited to: symmetrical facade, materials and finishes (wood siding shingle siding, wood shake roof); roof configuration; massing and composition (full-façade entry porch); fenestration (multi-pane hung windows where extant); and prominent brick chimney.*

**\*B12. References (continued):**

- Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.*  
*Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.*  
*Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Newspapers.com (Santa Ana Register)*  
*Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*Santa Ana and Orange County Directories, 1920-1979.*  
*Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917*

Exhibit C

Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.