

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

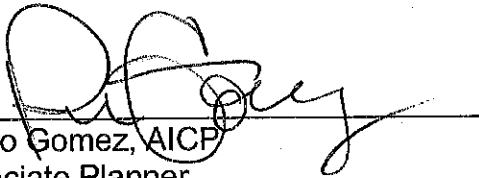
The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

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 29th 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.	
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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

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:

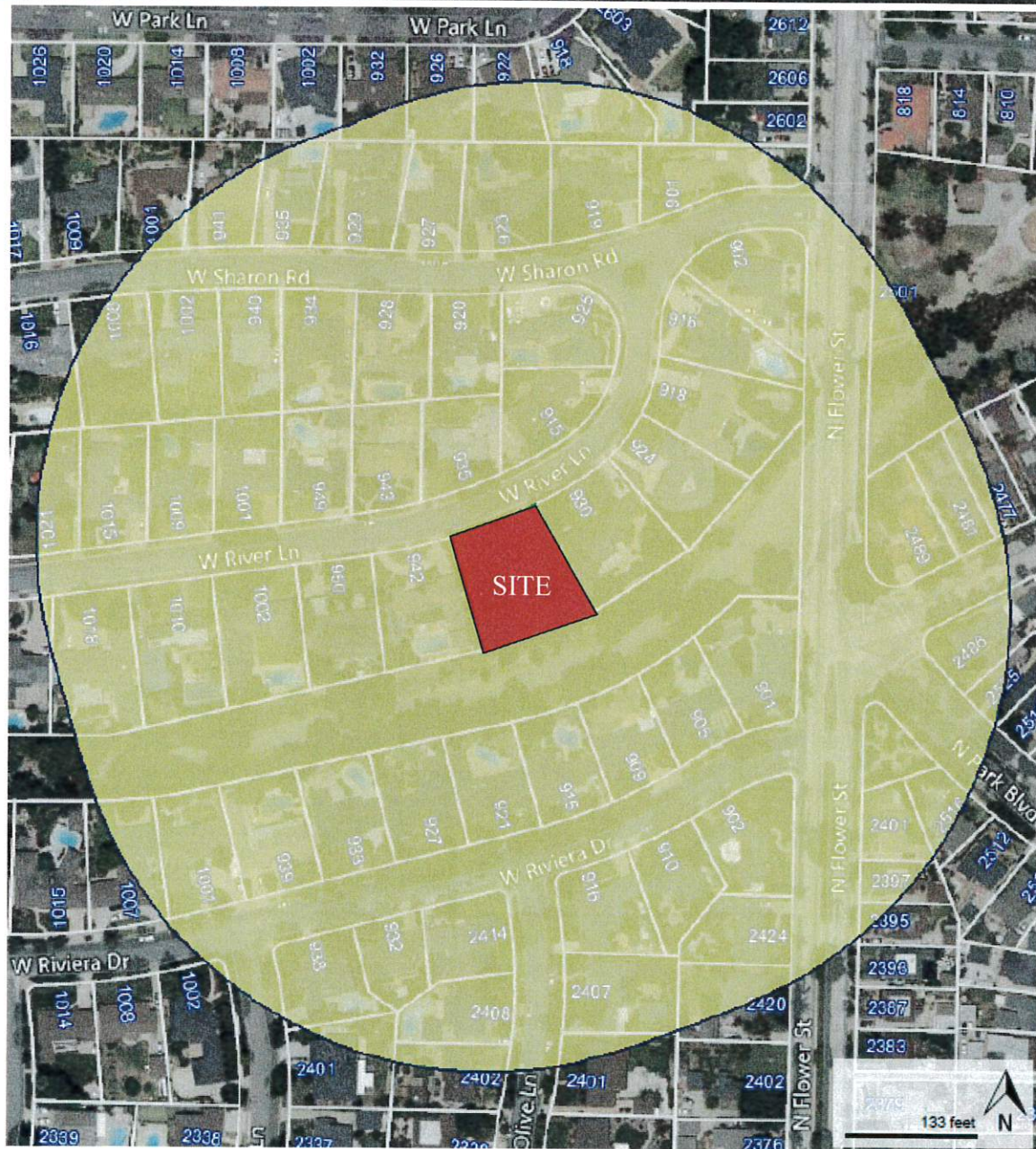
PARCEL 1:

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 ridgeline 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

Page 2 of 3

*NRHP Status Code 5S3

*Resource Name or #: *Harold T. Segerstrom House*

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

*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:

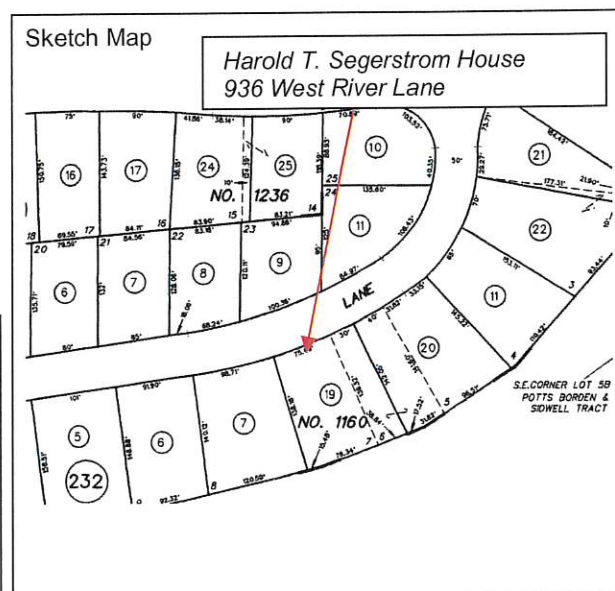
*City of Santa Ana Building Permits
Santa Ana History Room Collection, Santa Ana Public Library
Sanborn Maps
(See Continuation Sheet 3 of 3.)*

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.

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

Primary # _____
HRI # _____
Trinomial _____

Page 4 of 4
*Recorded by *Pedro Gomez*

Resource Name: *Harold T. Segerstrom House*

*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.
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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.
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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.