

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

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.

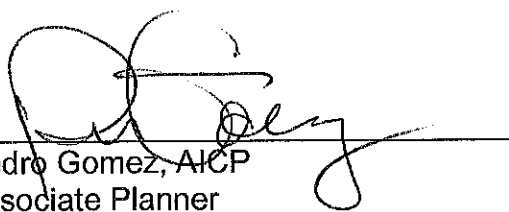
Public Notification

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.

HRCA No. 2020-12, HRC No. 2020-11,
HPPA No. 2020-15
October 29, 2020
Page 4



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 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
001-162-13	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

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 **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

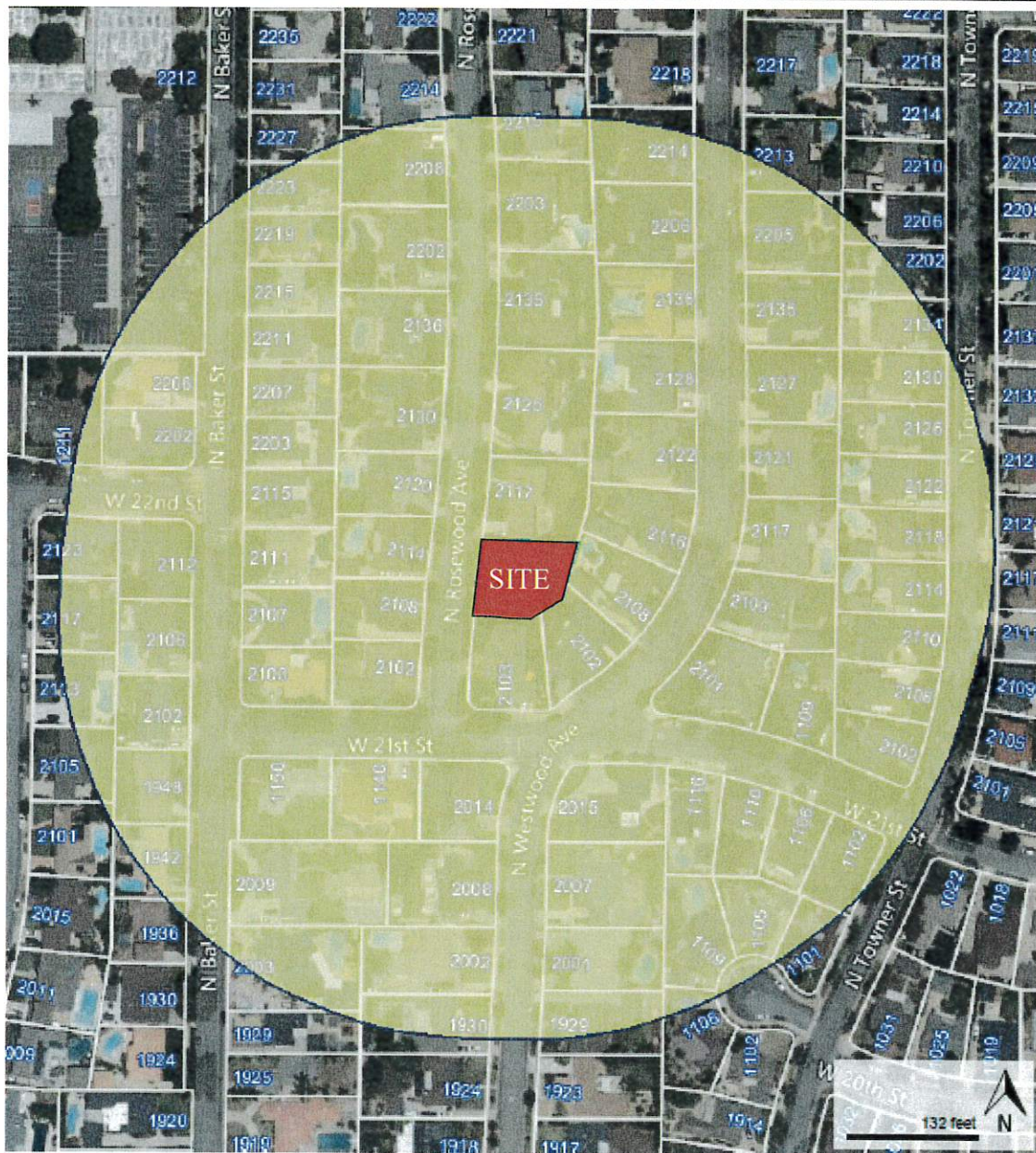
MINH THAI
Executive Director
Planning and Building Agency

**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.)*

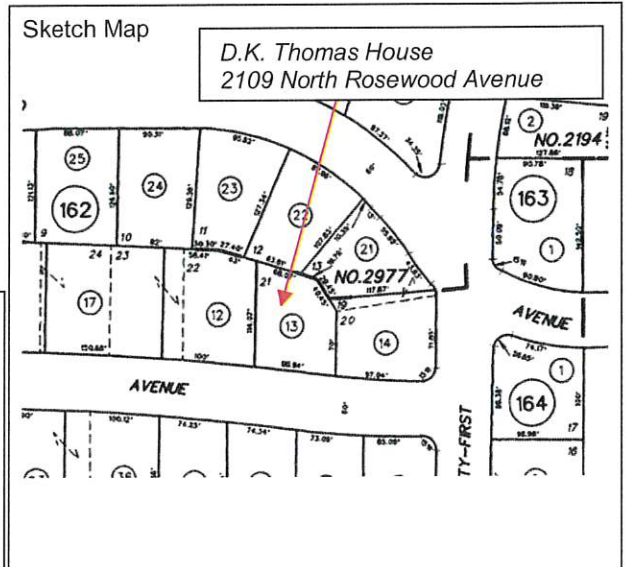
B13. Remarks:

*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.