# **REQUEST FOR**

**Historic Resources Commission Action** 



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

## TITLE:

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

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HISTORIC	RESOURCES (	COMMISSION	SECRETAR

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- ☐ As Recommended
- ☐ As Amended
- ☐ Set Public Hearing For

CONTINUED TO

Prepared byJill Arabe, AICP	
-Orei	11
Executive Director	Planning Manager

# RECOMMENDED ACTION

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

# Request of Applicant

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

# **Project Location and Site Description**

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

# Analysis of the Issues

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

HPPA No. 2020-01 October 29, 2020 Page 2

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

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

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

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

# **CEQA Compliance**

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

Senior Planner

JA:sb

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

**Exhibits** 

1 - Mills Act Agreement

2 - 500' Radius Map

3 - Site Photos - 1330 S Broadway

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

## HISTORIC PROPERTY PRESERVATION AGREEMENT

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

#### RECITALS

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

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

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

## 1. Effective Date and Terms of Agreement.

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

### 2. Renewal.

- a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.
- b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.
- c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.
- d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

## 3. Standards and Conditions for Historic Property.

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

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

- b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.
- c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.
- d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.
- e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

## 4. Furnishing of Information.

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

## 5. Cancellation.

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

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

- b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.
- c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## 6. Enforcement of Agreement.

- a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.
- b. City does not waive any claim of default by the Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

## 7. Binding effect of Agreement.

- a. Owner hereby subjects the Historic Property, located at 1330 South Broadway, Assessor Parcel Number, 013-162-18, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.
- b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed,

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

## 8. No Compensation.

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

### 9. Notice.

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

City:

City of Santa Ana

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

Owners:

Jeffrey Blied

1330 South Broadway Santa Ana, CA 92707

## 10. General Provisions.

- a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.
- b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.
- c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the

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

- d. All of the agreements, rights, covenants, conditions, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns, and all persons acquiring any part or portion of the Historic Property, whether by operation of law on in any manner whatsoever.
- e. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.
- f. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.
- g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

## 11. Recordation.

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

### 12. Amendments.

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

## 13. Effective Date

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

{Signature page follows}

MILLS ACT AGREEMENT 1330 South Broadway Santa Ana, CA 92707

ATTEST:	CITY OF SANTA ANA		
DAISY GOMEZ Clerk of the Council	KRISTINE RIDGE City Manager		
OWNER			
Date:	By:		
APPROVED AS TO FORM:	RECOMMENDED FOR APPROVAL:		
SONIA CARVALHO City Attorney			
By:LISA STORCK	MINH THAI		
Assistant City Attorney	Executive Director Planning and Building Agency		

# **EXHIBIT A**LEGAL DESCRIPTION

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

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

Assessor's Parcel Number: 013-162-18

## **EXECUTIVE SUMMARY**

WAHL HOUSE 1330 South Broadway Santa Ana, CA 92707

NAME	Wahl H	House				REF. NO.	
ADDRESS	1330 S	outh Broadway				•	
CITY	Santa A	Ana		ZIP	92707	ORANGE CO	DUNTY
YEAR BUILT	1930			LOC	AL REGISTER (	CATEGORY: Cont	ributive
HISTORIC DIST	RICT	N/A		NEIC	GHBORHOOD	Wilshire Square	
NATIONAL REGI	STER CRI	TERIA FOR EVALUATION	С	NATI	IONAL REGISTER	STATUS CODE	5S1

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

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

### SUMMARY/CONCLUSION:

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

### **EXPLANATION OF CODES:**

- <u>National Register Criteria for Evaluation</u>: (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
  - C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- National Register Status Code: (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
  - Is separately listed or designated under an existing local ordinance, or is eligible for such listing or designation.

State of California — The Resou DEPARTMENT OF PARKS AND		Primary # HRI #	
PRIMARY RECORD	TrinomialNRHP Status Code		
	Other Listings		
	Review Code	Reviewer	Date

Page \_1 of \_4 Resource name(s) or number (assigned by recorder) Wahl House

P1. Other Identifier:

\*P2. Location: □Not for Publication ■Unrestricted

\*a. County Orange County Date:

\*b. USGS 7.5' Quad Tustin TCA 2555

City Santa Ana

Zip 92707

Address 1330 South Broadway

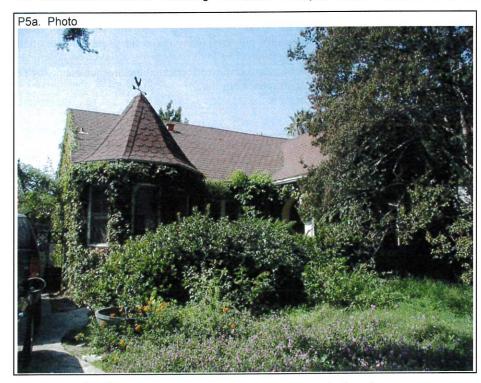
Other Locational Data: Assessor's Parcel Number: 013-162-18; N TR 352 Block: 16 Lot: 8

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

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

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

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



P5b. Photo: (view and date) East elevation October 2003

\*P6. Date Constructed/Age and Sources: Inistoric 1930/ Source: City of Santa Ana **Building Permits** 

\*P7. Owner and Address: Marc La Font 1330 South Broadway Santa Ana, CA 92707

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

\*P9. Date Recorded: November 3, 2003

\*P10. Survey Type: Intensive Survey

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

*Attachments:   None   Location Map	□Sketch Map ■Continuation	n Sheet ■Building, Structure, and Object Record
□Archaeological Record □District R	Record  Linear Feature Recor	rd □Milling Station Record □Rock Art Record
□Artifact Record □Photograph Reco	ord □ Other (list)	

\*Required information DPR 523A (1/95)

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION	Primary # HRI#
<b>BUILDING, STRUCTURE, AND OBJECT F</b>	
Page 2 of 4	*NRHP Status Code 5S1
*Resource Name or #: Wahl F  B1. Historic Name: Wahl House B2. Common Name: Same B3. Original Use: Single-family Residence  *B5. Architectural Style: Storybook variant of the English Revival  *B6. Construction History: (Construction date, alterations, and date of March 24, 1930. Residence and garage.	B4. Present Use: Single-family Residence
March 26, 1993. Replace sliding glass door with French doors December 2, 1994. Reroof house and garage without tear off.  *B7. Moved? ■No □Yes □Unknown Date:	s. New composition roofing.  Original Location:
*B8. Related Features:  Garage.	
B9a. Architect: Unknown	b. Builder: R. R. Lutes
*B10. Significance: Theme Residential Architecture Period of Significance: circa 1920-1954 Property Type: S (Discuss importance in terms of historical or architectural context as defined	Area Santa Ana Single-family Residence Applicable Criteria: C by theme, period, and geographic scope. Also address integrity)
The Wahl House is architecturally significant as an unusually p Revival style, one of several variations on this theme in the Wi builders as "artistic homes," these houses often featured an ed This seven-room house was built for Fred C. Wahl, a plumber cost of \$6,000. Included in the 1989 Wilshire Square Home To hardware, lighting, and built-ins. The cottage garden has been	Ishire Square neighborhood. Sometimes labeled by their electic blend of medieval English and Norman French traditions with the Russell Plumbing Company, in 1930 for an estimated our, the interior of the house features original finishes
(See Continuation Sheet 3 of 4.)	
B11. Additional Resource Attributes: (List attributes and codes) *B12. References:	<del></del>
City of Santa Ana Building Permits Santa Ana History Room Collection, Santa Ana Public Library Sanborn Maps	
(See Continuation Sheet 4 of 4.)	Sketch Map
B13. Remarks:	* · · · · · · · · · · · · · · · · · · ·
*B14. Evaluator: Leslie J. Heumann	
*Date of Evaluation: November 3, 2003	① ** * * * * * * * * * * * * * * * * *
	© " (182)© b
(This space reserved for official comments.)	
	Wahl House 1330 South Broadway

E - 13

\*Required Information

DPR 523B (1/95)

State of California — The Resources Age DEPARTMENT OF PARKS AND RECREA	ency Primary#	
CONTINUATION SHEET	Trinomial	
Page 3 of 4 *Recorded by Leslie J. Heumann, SAIC	Resource Name or # (Assigned by recorder) Wahl House *Date November 3, 2003	on 🗆 Update

\*B10. Significance (continued):

\*Recorded by Leslie J. Heumann, SAIC

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

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

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

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

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

State of California — The Resources Agency	Primary #	
DEPARTMENT OF PARKS AND RECREATION	HRI#	
CONTINUATION SHEET	Trinomial	

Page <u>4</u> of <u>4</u>

Resource Name or # (Assigned by recorder) Wahl House

\*Recorded by Leslie J. Heumann, SAIC

\*Date November 3, 2003

□ Update

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

Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.

Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.

McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.

National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.

Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.

Historic maps in the collection of the History Room of the Santa Ana Public Library.

Santa Ana and Orange County Directories, 1905-1931.

Santa Ana Register, April 12, 1923.

Santa Ana Register, April 12, 1923.

"Vintage Santa Ana Right On Track." The Register, January 13, 1990.

"Neighbors Gear Up For Big Project." Los Angeles Times, August 6, 1992.

"Neighborliness Lives On Wilshire Square's Streets." Los Angeles Times, October 5, 1996.

"Wilshire Square—A Profile in Pride of Ownership." City Line, July/August 2001.

Wilshire Square Neighborhood Association, Home Tour Brochures, 1989-1994.

www.wilshiresguare.com

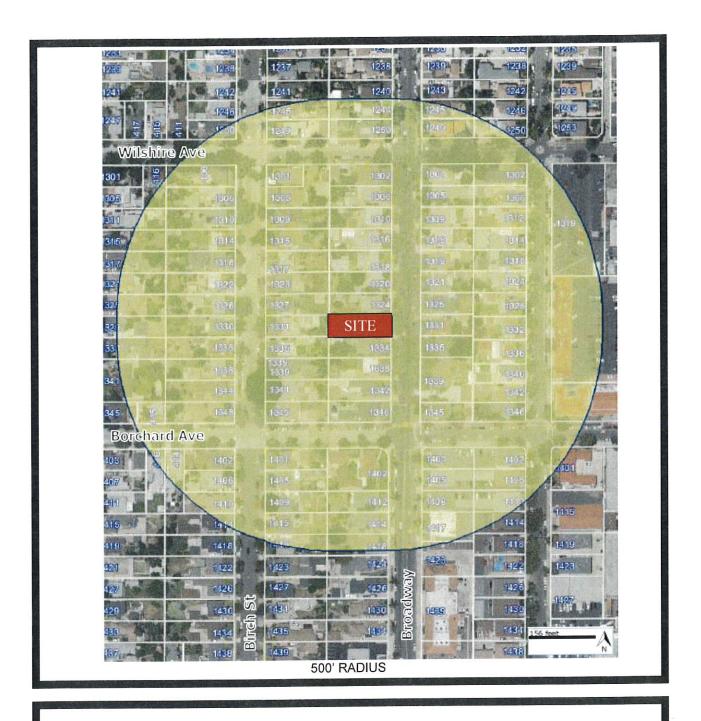
www.geocities.com/Heartland/3383/aia.htm

#### Exhibit C

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

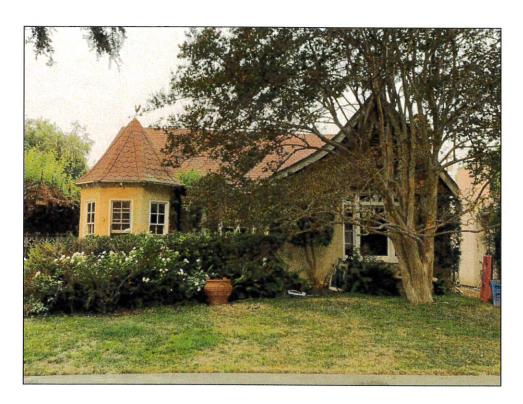
- 1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
- 2. The distinguishing original qualities or character of a building,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

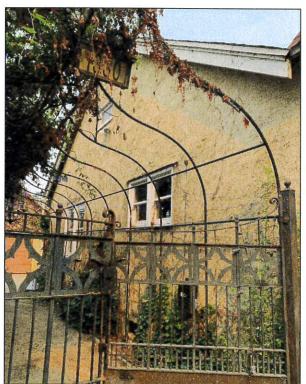
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.



HPPA 2020-01 1330 SOUTH BROADWAY WAHL HOUSE

PLANNING AND BUILDING AGENCY





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

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