# REQUEST FOR

**Historic Resources Commission Action** 



HISTORIC RESOURCES COMMISSION MEETING DATE:

**OCTOBER 29, 2020** 

TITLE:

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

HISTORI	C RESOURCES COMMISSION SECRETARY
APPRO	VED  ☐ As Recommended ☐ As Amended ☐ Set Public Hearing For
CONTIN	NUED TO
	Э

Planning Manager

Prepared by \_\_Jill Arabe, AICP

**Executive Director** 

## RECOMMENDED ACTION

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

## **Request of Applicant**

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

## **Project Location and Site Description**

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

## Analysis of the Issues

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

HPPA No. 2020-14 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 2007, the Historic Resources Commission placed the M.W. Peterson House on the historical register and within the Contributive category. Character-defining features of the M.W. Peterson House determined architecturally significant included: materials and finishes (clapboard); roof configuration and detailing; massing; original windows and doors and their surrounds where extant; entry; and architectural details such as the entry hood and attic vents. The M.W. Peterson House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it "is a good example of period architecture." Additionally, the house was categorized as Contributive because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and is an intact and characteristic example of a 1920s Colonial Revival style home.

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

# **CEQA Compliance**

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

Senior Planner

JA:sb

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

**Exhibits** 

1 - Mills Act Agreement

2 - 500' Radius Map

3 - Site Photos - 2606 N Flower Street

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

## HISTORIC PROPERTY PRESERVATION AGREEMENT

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

#### RECITALS

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

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

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

## 1. Effective Date and Terms of Agreement.

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

#### 2. Renewal.

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

# 3. Standards and Conditions for Historic Property.

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

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

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

## 4. Furnishing of Information.

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

## 5. Cancellation.

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

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

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

## 6. Enforcement of Agreement.

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

## 7. Binding effect of Agreement.

- a. Owner hereby subjects the Historic Property, located at **2606 North Flower Street**, Assessor Parcel Number, **001-244-25**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.
- b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying

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

## 8. No Compensation.

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

#### 9. Notice.

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

City:

City of Santa Ana

20 Civic Center Plaza (M-30)

Santa Ana, CA 92702 Attn: Clerk of the Council

Owners:

Elliot Cossaboom and Carol Yvette Cossaboom

2606 North Flower Street Santa Ana, CA 92706

#### 10. General Provisions.

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

- c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.
- d. All of the agreements, rights, covenants, conditions, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns, and all persons acquiring any part or portion of the Historic Property, whether by operation of law 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 2606 North Flower Street Santa Ana, CA 92706

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

# **EXHIBIT A**LEGAL DESCRIPTION

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

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

EXCEPT THE WEST 35.00 FEET THEREOF.

ALSO EXCEPT THE EAST 40.00 FEET THEREOF

Assessor's Parcel Number: 001-244-25

## **EXECUTIVE SUMMARY**

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

NAME	M. W. Peterson House				REF. NO.	·	
ADDRESS	2606 North Flower Street						
CITY	Santa Ana			ZIP	92706	ORANGE COL	JNTY
YEAR BUILT	1927			LOCAL REGISTER CATEGORY: Contributive			
HISTORIC DIST	TRICT N/A			NEIC	CHBORHOOD	Morrison/Eldridge Park	
CALIFORNIA RE	FORNIA REGISTER CRITERIA FOR EVALUATION 3			CALIFORNIA REGISTER STATUS CODE 5S1			

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

#### **SUMMARY/CONCLUSION:**

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

#### **EXPLANATION OF CODES:**

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

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DOULARY DECODE

# PRIMARY RECORD

Primary #	
HRI #	
Trinomial	
NRHP Status Code	
Reviewer	Date

Page 1 of 4

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

P1. Other Identifier:

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

cation ■Unrestricted \*a. County Orange County

\*b. USGS 7.5' Quad TCA 0054

\*c. Address 2606 North Flower Street

Date: City Santa Ana

**Zip** 92706

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

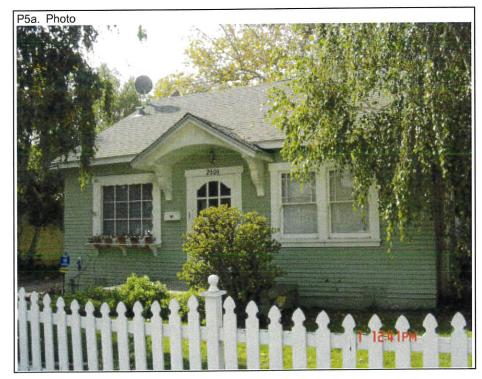
Other Listings\_ Review Code

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

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

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

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



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

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

#### \*P7. Owner and Address:

Rory G. Tompoles 2606 N. Flower Street Santa Ana, CA 92706

#### \*P8. Recorded by:

L. Heumann and D. Howell-Ardila Sapphos Environmental, Inc. 133 Martin Alley Pasadena, California 91105

\*P9. Date Recorded: December 1, 2006

\*P10. Survey Type: Intensive Survey Update

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

None.

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

tate of California — The Resources Agency	Primary #
EPARTMENT OF PARKS AND RECREATION	HR#
BUILDING, STRUCTURE, AND C	BJECT RECORD
age <u>2</u> of <u>4</u>	*CHR Status Code 5S1
*Resource Name	e or #: M. W. Peterson House

B2. Common Name: Same

B3. Original Use: Single-family Residence

B4. Present Use: Single-family Residence

\*B5. Architectural Style: Colonial Revival

\*B6. Construction History: (Construction date, alterations, and date of alterations): Constructed in 1927

February 23, 1927. Residence and garage, \$3000.

April 4, 1949. Termite work.

December 17, 2001. Reroof single family dwelling and garage. Tear off wood shingles and apply composition.

*B7.	Moved?	□No	□Yes	■Unknown	Date:	_Original Location;	

#### \*B8. Related Features:

Garage.

B9a. Architect: Unknown

b. Builder: Unknown

\*B10. Significance: Theme Residential Architecture

Area Santa Ana

Period of Significance: Circa 1917-1956 Property Type: Single-family Residence Applicable Criteria: NR: C; CR: 3 (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

The M. W. Peterson House is architecturally significant as an intact and representative example of a 1920s Colonial Revival style residence and is historically notable as one of a handful of pre World War II homes in the immediate vicinity. The house and garage were built in 1927 for Milton W. Peterson and his wife, Mildred. Peterson was a barber whose shop, Warren and Peterson, was located at 406 East Fourth Street. The Petersons remained in the house until the early 1930s. In 1936, James T. and Margaret K. Workman lived at this address; Mr. Workman was a deputy sheriff. Beginning in 1940 and continuing until at least 1952, this was the home of Marian K. Libby, a teacher at Willard School.

(See Continuation Sheet 3 of 4.)

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

## \*B12. References:

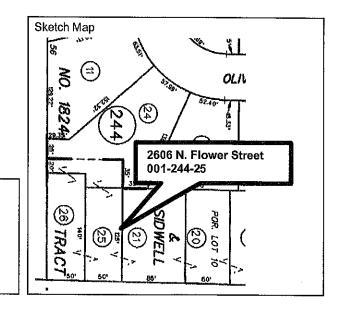
City of Santa Ana Building Permits Santa Ana History Room Collection, Santa Ana Public Library Sanborn Maps

(See Continuation Sheet 3 of 4.)

B13. Remarks:

\*B14. Evaluator: Leslie J. Heumann \*Date of Evaluation: December 1, 2006

(This space reserved for official comments.)



DPR 523B (1/95)

\*Required information

State of California — The Resource DEPARTMENT OF PARKS AND REC	s Agency Primary #	
CONTINUATION SHEE	Trinomial	
Page 3 of 4	Resource Name or # (As signed by recorder) M. W. Peterson House	

 Page 3 of 4
 Resource Name or # (As signed by recorder) M. W. Peterson House

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

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

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

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

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

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

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

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

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

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

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

Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.

Orange County Plat Maps, 1912.

Thomas Brothers Maps of Orange County, 1957, 1964, and 1969.

Santa Ana and Orange County Directories, 1905-1962.

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

 Page \_4\_ of \_4\_
 Resource Name or # (As signed by recorder)
 M. W. Peterson House

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

P5b. Photo: Garage and south elevation, November 2006

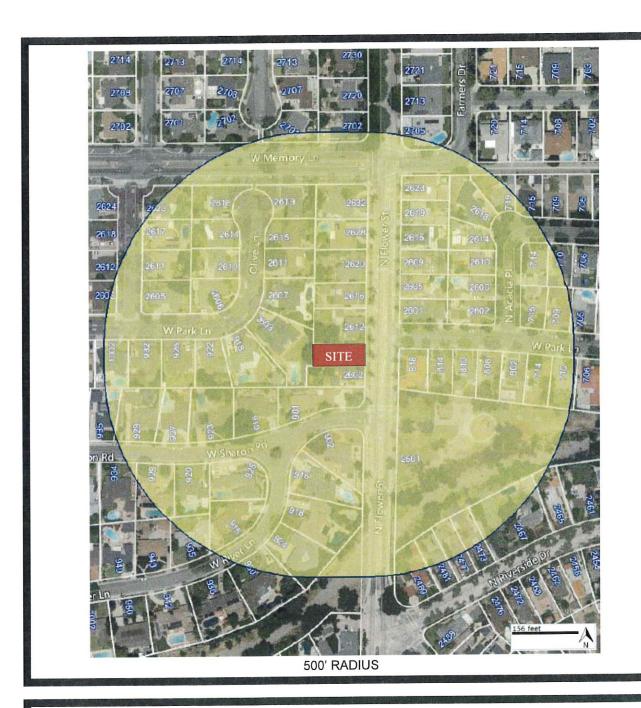


#### Exhibit C

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

- 1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
- 2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
- 3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
- 4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
- 5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
- 6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
- 7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- 8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
- 9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, 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 2020-14 2606 NORTH FLOWER STREET M.W. PETERSON HOUSE

PLANNING AND BUILDING AGENCY

**EXHIBIT 2** 





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