

Historic Resources Commission Regular Meeting Agenda

September 2, 2021

4:30 P.M.

Council Chamber
22 Civic Center Plaza
Santa Ana, CA

Members of the public may attend this meeting in-person or join via Zoom.

Join from your computer: <https://zoom.us/j/88422983351>

Join from your mobile phone via Zoom App. **Meeting ID: 88422983351**

Dial in from a mobile phone or landline. **(669) 900- 6833; Meeting ID: 88422983351**

*For viewing only: www.youtube.com/cityofsantaanavideos. **Please note:** There is up to a 30 second delay when viewing the meeting via YouTube. If you plan to provide a public comment during the meeting, please join the meeting via Zoom.

For detailed participation and commenting options, please review the instructions provided at the end of this agenda.

To download or view each item, select either Download PDF or View Item Details to the right of the agenda title.



TIM RUSH , Chair
Ward 2 Representative

GINELLE HARDY
Citywide Representative

EDWARD MURASHIE,
Vice Chair
Ward 3 Representative

DWAYNE SHIPP
Ward 5 Representative

MARK MCLOUGHLIN
Planning Commission
Rep.

MINH THAI
Executive Director

JOHN FUNK
Legal Counsel

Fabiola Zelaya-Melicher
Planning Manager, AICP

KEITH CARPENTER
Ward 1 Representative

ALBERTA CHRISTY
Ward 4 Representative

SANDRA PENA
SARMIENTO
Ward 6 Representative

VINCE FRAZIER
Comm. Redev. & Housing
Commission Rep.

SARAH BERNAL
Recording Secretary



In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this Meeting, contact Michael Ortiz, City ADA Program Coordinator, at (714) 647-5624. Notification 48 hours prior to the Meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting. The City Council agenda and supporting documentation can be found on the City's website – www.santaana.org/citymeetings.

CALL TO ORDER

ATTENDANCE

Commissioners:

Tim Rush, Chairperson
Ed Murashie, Vice Chairperson
Keith Carpenter
Alberta Chrisy
VInce Frazier
Ginelle Hardy
Mark McLoughlin
Sandra Peña Sarmiento
Dwayne Shipp

Staff:

Minh Thai, Executive Director
John Funk, Senior Asst. City Attorney
Fabiola Zelaya-Melicher, Planning Manager
Sarah Bernal, Recording Secretary

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS (non-agenda items)

CONSENT CALENDAR ITEMS

- a. Minutes from the July 1, 2021 meeting.

Recommended Action: Approve the Minutes from the last meeting.

- b. Excused absences

Recommended Action: Excused absent commissioners.

- c. Historic Property Preservation Agreement No. 2021-19 for the property located at 217 North Main Street

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 217 North Main Investments, LLC, for the property located at 217 North Main Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

****End of Consent Calendar****

BUSINESS CALENDAR

Public Hearing: Legal notice was published in the OC Reporter on August 18 and notices were mailed on August 19.

1. Historic Resources Commission Application No. 2021-14, Historic Register Categorization No. 2021-14, and Historic Property Preservation Agreement No. 2021-13 – Pedro Gomez, Case Planner

Project Location: 2417 N. North Park Blvd (historically known as the Wisseman-Jonason House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Corey Van Houten

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-14, Historic Register Categorization No. 2021-14, and Historic Property Preservation Agreement No. 2021-13 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above mentioned property and to execute a Historic Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31 (Historical Resource Restoration/Rehabilitation), as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-89 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-14 and Historic Register Categorization No. 2021-14; and
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Corey Flynn Van Houten, subject to non-substantive changes approved by the City Manager and City Attorney.

2. Historic Resources Commission Application No. 2021-15, Historic Register Categorization No. 2021-15, and Historic Property Preservation Agreement No. 2021-14 – Pedro Gomez, Case Planner

Project Location: 2120 N. Heliotrope Drive (historically known as the W.M. Bradley House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Allan Tea

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-15, Historic Register Categorization No. 2021-15, and Historic Property Preservation Agreement No. 2021-14 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above mentioned property and to execute a Historic

Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31 (Historical Resource Restoration/Rehabilitation), as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-87 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-15 and Historic Register Categorization No. 2021-15; and
 2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Allan Tea, subject to non-substantive changes approved by the City Manager and City Attorney
3. **Historic Resources Commission Application No. 2021-16, Historic Register Categorization No. 2021-16, and Historic Property Preservation Agreement No. 2021-15 – Pedro Gomez, Case Planner.**

Project Location: 2307 N. Riverside Drive (historically known as the Tarr-Wright House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Trevor Smith

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-16, Historic Register Categorization No. 2021-16, and Historic Property Preservation Agreement No. 2021-15 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above mentioned property and to execute a Historic Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31 (Historical Resource Restoration/Rehabilitation), as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-88 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-16 and Historic Register Categorization No. 2021-16; and
 2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Trevor Smith and Bridget Furey, subject to non-substantive changes approved by the City Manager and City Attorney.
4. **Historic Resources Commission Application No. 2021-17, Historic Register Categorization No. 2021-17, and Historic Property Preservation Agreement No. 2021-16 – Pedro Gomez, Case Planner.**

Project Location: 2420 N. North Park Blvd (historically known as the Cecil E. Tozier House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Mary O'Connell

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-17, Historic Register Categorization No. 2021-17, and Historic Property Preservation Agreement No. 2021-16 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above mentioned property and to execute a Historic Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31 (Historical Resource Restoration/Rehabilitation), as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-90 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-17 and Historic Register Categorization No. 2021-17; and
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Gerald and Mary O'Connell, subject to non-substantive changes approved by the City Manager and City Attorney.

Administrative Matters

5. 2021 City of Santa Ana Historic Preservation Awards Ad Hoc Committee

Recommended Action: Nominate two Historic Resources Commissioners to participate in the 2021 City of Santa Ana Historic Preservation Awards Ad Hoc Committee

****End of Business Calendar****

STAFF COMMENTS

COMMISSIONER COMMENTS

ADJOURNMENT

The next meeting of the Historic Resources Commission is scheduled for November 4, 2021 at 4:30 p.m. in the Council Chamber, 22 Civic Center Plaza, Santa Ana, CA.

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

MEETING INFORMATION

If you would like to learn how to use Zoom before the meeting, visit [Zoom Video Tutorials](#).

1. Connecting directly from your computer:

- Click on the link on top of this agenda OR
- Go to [Zoom.us](#) and click "Join a Meeting" at the top. Enter the Meeting ID. The Meeting ID is listed at the top of this agenda.

To speak during the meeting: When you wish to comment on an item that is being discussed, click on the button next to your name to virtually raise your hand and let us know you wish to speak. You will have 3 minutes.

2. Connecting via the Zoom App:

- Download the free Zoom Cloud Meetings app from your favorite app store.
- Launch the app and click on the blue Join a Meeting button. Enter the Meeting ID, your name, and the blue Join button. The Meeting ID is listed at the top of this agenda.

To speak during the meeting: When you wish to comment on an item that is being discussed, click on the button next to your name to virtually raise your hand and let us know you wish to speak. You will have 3 minutes.

3. Dialing in from a mobile phone or landline:

- Dial (669) 900-9128. When prompted, enter the meeting ID. The Meeting ID is listed at the top of this agenda.

To speak during the meeting: When you wish to comment on an item that is being discussed, press *9 on your phone to virtually raise your hand. You will have 3 minutes.

Submit a written comment

You are invited to submit a written comment in one of the following ways:

- **E-mail** PBAComments@santa-ana.org and reference the topic in the subject line.
- **Mail** to Sarah Bernal, Recording Secretary, City of Santa Ana, 20 Civic Center Plaza – M20, Santa Ana, CA 92701.

Deadline to submit written comments is 3:00 p.m. on the day of the meeting. Comments received after the deadline may not be distributed to the Commission but will be made part of the record.

Historic Resources Commission Regular Meeting Agenda Minutes

July 1, 2021

IN-PERSON MEETING

4:30 P.M.

*For viewing only: www.youtube.com/cityofsantaanavideos/live.

For detailed participation and commenting options, please review the instructions provided at the end of this agenda.



ALBERTA CHRISTY
Chair, Ward 4 Representative

GINELLE HARDY
Citywide Representative

KEITH CARPENTER
Ward 1 Representative

TIM RUSH, Vice Chair
Ward 2 Representative

EDWARD MURASHIE
Ward 3 Representative

DWAYNE SHIPP
Ward 5 Representative

SANDRA PENA SARMIENTO
Ward 6 Representative

MARK MCLOUGHLIN
Planning Commission Rep.

VINCE FRAZIER
Comm. Redev. & Housing
Commission Rep.

MINH THAI
Executive Director

JOHN FUNK
Legal Counsel

ALI PEZESHKPOUR
Principal Planner

SARAH BERNAL
Recording Secretary



In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this Meeting, contact Michael Ortiz, City ADA Program Coordinator, at (714) 647-5624. Notification 48 hours prior to the Meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting. The City Council agenda and supporting documentation can be found on the City's website – www.santaana.org/citymeetings.

CALL TO ORDER

ATTENDANCE Commissioners: Alberta Christy, Chairperson
Tim Rush, Vice Chairperson
Keith Carpenter
Vince Frazier
Ginelle Hardy
Mark McLoughlin
Edward Murashie
Sandra Peña Sarmiento
Dwayne Shipp

Staff: Minh Thai, Executive Director
John Funk, Senior Asst. City Attorney
Ali Pezeshkpour, Principal Planner
Sarah Bernal, Recording Secretary

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS (non-agenda items)

CONSENT CALENDAR ITEMS

a. Minutes

Recommended Action: Approve the Minutes from May 13, 2021 meeting.

b. Excused absences

Recommended Action: Excuse absent commissioners.

Minutes: *Commissioner Shipp was excused for his absence. Commissioner Frazier was not excused for his absence.*

Moved by Commissioner McLoughlin, seconded by Commissioner Carpenter to Approve Consent Calendar items.

YES: 6 – Alberta Christy, Sandra Pena Sarmiento, Edward Murashie, Keith Carpenter, Mark McLoughlin, Ginelle Hardy

NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 3 – Tim Rush, Dwayne Shipp, Vince Frazier

Status: 6 – 0 – 0 – 3 – **Pass**

BUSINESS CALENDAR – PUBLIC HEARING

- 1. Historic Resources Commission Application No. 2021-11, Historic Register Categorization No. 2021-11 and Historic Property Preservation Agreement No.**

2021-10 – Pedro Gomez, Case Planner

Project Location: 935 W. Twentieth Street (historically known as the Russell-Irving House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Frank Filipponio

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-11, Historic Register Categorization No. 2021-11, and Historic Property Preservation Agreement No. 2021-10 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above mentioned property and to execute a Historic Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-58 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-11 and Historic Register Categorization No. 2021-11.
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Mills Act agreement with Frank Filipponio and Kristen Marcucci, subject to non-substantive changes approved by the City Manager and City Attorney.

Minutes: *Commissioners Carpenter, Christy, Murashie and Rush disclosed they visited the property.*

Commission expressed concern with the front door, siding, and hand railing as they are not original to the home.

Chair Christy opened the Public Hearing. The applicant spoke in support of the matter and expressed willingness to address Commission concerns regarding the front door, siding, and railing.

Moved by Commissioner Rush, seconded by Commissioner Hardy to Approve as amended with the added conditions: The applicant shall (1) replace the wood board siding along the front of the elevation, (2) replace the front entry hand rails, and (3) replace the front entry door screen .

YES: 7 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith Carpenter, Mark McLoughlin, Ginelle Hardy

NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 2 – Dwayne Shipp, Vince Frazier

Status: 7 – 0 – 0 – 2 – **Pass**

2. Historic Resources Commission Application No. 2021-06, Historic Register

Categorization No. 2021-06, and Historic Property Preservation Agreement No. 2021-06 – Pedro Gomez, Case Planner.

Project Location: 2307 N. Benton Way (historically known as the Martha Ann Brooks House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Nicolette Ramirez

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-06, Historic Register Categorization No. 2021-06, and Historic Property Preservation Agreement No. 2021-06 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Key for the above mentioned property and to execute a Historic Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-60 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-06 and Historic Register Categorization No. 2021-06
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Mills Act agreement with Benjamin and Nicolette Ellen-Valdez Ramirez subject to non-substantive changes approved by the City Manager and City Attorney.

Minutes: *Chair McLoughlin recused himself from consideration of the item as he lives within 500 feet of the property.*

Commissioners Carpenter, Murashie, Christy, and Rush disclosed they visited the property.

Chair Christy opened the Public Hearing. The applicant spoke in support of the matter.

The following individual spoke on the matter.

- *Dylan Almendral spoke in support*

There were no other speakers and the Public Hearing was closed.

Moved by Commissioner Murashie, seconded by Commissioner Rush to Approve.

YES: 6 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith

Carpenter, Ginelle Hardy
NO: 0 – **ABSTAIN:** 1 – Mark McLoughlin
ABSENT: 2 – Dwayne Shipp, Vince Frazier
Status: 6 – 0 – 1 – 2 – **Pass**

3. Historic Resources Commission Application No. 2021-13, Historic Register Categorization No. 2021-13, and Historic Property Preservation Agreement No. 2021-12 – Pedro Gomez, Case Planner.

Project Location: 2311 N. Heliotrope Drive (historically known as the Ida C. Wiesseman House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Lauren Hartshorne

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-13, Historic Register Categorization No. 2021-13, and Historic Property Preservation Agreement No. 2021-12 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above mentioned property and to execute a Historic Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-61 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-13 and Historic Register Categorization No. 2021-13
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Mills Act agreement with Lauren and Jenny Hartshorne, subject to non-substantive changes approved by the City Manager and City Attorney.

Minutes: *Commissioners Carpenter, Christy, Murashie, and Rush disclosed they visited the property.*

The Chair opened the Public Hearing. The applicant spoke in support of the matter and addressed Commission's concern regarding a tree located in the front yard that blocks a portion of the view corridor.

The following individual spoke on the matter.

- *Dylan Almendral spoke in support of the matter.*

Moved by Commissioner Rush, seconded by Commissioner McLoughlin to Approve.

YES: 6 – Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith Carpenter, Mark McLoughlin, Ginelle Hardy

NO: 1 – Alberta Christy

ABSTAIN: 0 – **ABSENT:** 2 – Dwayne Shipp, Vince Frazier

Status: 6 – 1 – 0 – 2 – **Pass**

4. Historic Resources Commission Application No. 2021-04, Historic Register Categorization No. 2021-04, and Historic Property Preservation Agreement No. 2021-04 – Pedro Gomez, Case Planner.

Project Location: 2424 N. Bonnie Brae (historically known as the Clarence Bond House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Brooke Weitzman

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-04, Historic Register Categorization No. 2021-04, and Historic Property Preservation Agreement No. 2021-04 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above mentioned property and to execute a Historic Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-08 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-04 and Historic Register Categorization No. 2021-04
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Mills Act agreement with Alfred Frank Weitzman, Maura Zwerling Weitzman, David A. Weitzman, and Brooke Weitzman, subject to non-substantive changes approved by the City Manager and City Attorney.

Minutes: *Commissioners Carpenter, Christy, Rush, and Murashie disclosed they visited the property.*

Chair Christy opened the Public Hearing. The applicant spoke in support of the item.

The following individual spoke on the matter.

- *Dylan Almendral spoke in support.*

Moved by Commissioner Murashie, seconded by Commissioner Hardy to Approve.

YES: 7 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith

Carpenter, Mark McLoughlin, Ginelle Hardy

NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 2 – Dwayne Shipp, Vince Frazier

Status: 7 – 0 – 0 – 2 – **Pass**

5. **Historic Resources Commission Application No. 2021-12, Historic Register Categorization No. 2021-12 and Historic Property Preservation Agreement No. 2021-11** – Jill Arabe, Case Planner.

Project Location: 2206 N. Freeman Street (historically known as the Eisen-Glasser House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Jacob and Vanessa Collins

Project Description: The applicant is requesting approval of Historic Resources Commission Application No. 2021-12, Historic Register Categorization No. 2021-12, and Historic Property Preservation Agreement No. 2021-11 to allow the placement and categorization in the Santa Ana Register of Historical Properties as Contributive for the above mentioned property and to execute a Historic Property Preservation Agreement with the City of Santa Ana.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-59 will be filed for this project.

Recommended Action:

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-12 and Historic Register Categorization No. 2021-12.
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Mills Act agreement with Jacob and Vanessa Collins subject to non-substantive changes approved by the City Manager and City Attorney.

Minutes: *Commissioners Carpenter, Christy, Murashie, and Rush disclosed they visited the property.*

Chair Christy opened the Public Hearing. The applicant spoke in support of the matter.

The following individual spoke on the matter.

- *Dylan Almendral spoke in support*

There were no other speakers and the Public Hearing was closed.

Moved by Commissioner Rush, seconded by Commissioner McLoughlin to Approve.

YES: 7 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith Carpenter, Mark McLoughlin, Ginelle Hardy

NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 2 – Dwayne Shipp, Vince Frazier

Status: 7 – 0 – 0 – 2 – **Pass**

6. Historic Exterior Modification Application No. 2021-03 – Jill Arabe, Case Planner

Project Location: 2405 N. Bonnie Brae located in the Single Family Residential (R-1) zoning district.

Project Applicant: Carol Fox

Project Description: The applicant is requesting approval of Historic Exterior Modification Application No. 2021-03 to allow exterior modifications on a property listed in the California Register of Historical Resources. Modifications include a 257-square-foot addition to the first floor to accommodate a new kitchen addition and new bath, a 172-square-foot basement addition, addition to the detached garage, construction of three accessory structures, and rear yard improvements.

Environmental Impact: In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-53 will be filed for this project.

Recommended Action: Adopt a resolution approving a Certificate of Appropriateness for Historic Exterior Modification Application No. 2021-03.

Minutes: *Commissioners Carpenter, Murashie, Christy, and Rush disclosed they visited the property.*

Chair McLoughlin recused himself from consideration of the matter as he lives within 500 feet of the property.

Recording Secretary reported that written communication was received.

Chair Christy opened the Public Hearing. The applicant spoke in support of the matter.

The following individual spoke on the matter.

- *Carol Tink-Fox, Architect, spoke in support. and answered commission questions regarding square footage and the accessory units.*

Moved by Commissioner Hardy, seconded by Commissioner Rush to Approve.

YES: 5 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Keith Carpenter, Ginelle

Hardy

NO: 1 – Edward Murashie

ABSTAIN: 1 – Mark McLoughlin

ABSENT: 2 – Dwayne Shipp, Vince Frazier

Status: 5 – 1 – 1 – 2 – **Pass**

7. Historic Exterior Modification Application No. 2021-05 - Pedro Gomez, Case Planner

Project Location: 804 N. Baker Street (historically known as the Duhart House) located in the Single Family Residential (R-1) zoning district.

Project Applicant: Jeff Marquez

Project Description: The applicant is requesting approval of Historic Exterior Modification Application No. 2021-05 to allow exterior modifications on a property that is listed as “Key” on the Santa Ana historic register. Modifications include a 406-square-foot addition to an existing 2,458-square-foot single-family residence to include rebuilding an existing front porch, new rear bedroom and pantry addition, rear porch cover, new windows, new paint, and rehabilitation of existing detached garage.

Environmental Impact: There is no environmental impact associated with this action.

Recommended Action: Adopt a resolution denying a Certificate of Appropriateness for Historic Exterior Modification Application No. 2021-05.

Minutes: *Commissioners Christy, Murashie, and Rush disclosed they visited the property.*

Recording Secretary reported written communication was received.

Chair Christy opened the Public Hearing. Representative of the applicant, Thomas Morrissey, spoke in support.

The following individuals spoke on the matter.

- *David Mayo spoke in support.*

There were no other speakers and the Public Hearing was closed.

Commission expressed concern regarding modifications to the front porch.

Moved by Commissioner Murashie, seconded by Commissioner Rush to Approve with the following added conditions: (1) The front porch shall remain in like for like condition and (2) CEQA findings shall be added to the Resolution .

YES: 7 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith Carpenter, Mark McLoughlin, Ginelle Hardy
NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 2 – Dwayne Shipp, Vince Frazier
Status: 7 – 0 – 0 – 2 – **Pass**

BUSINESS CALENDAR – ADMINISTRATIVE MATTERS

8. Election of Officers

Recommended Action:

1. Elect a Chairperson for the 2021-2022 term
2. Elect a Vice-Chairperson for the 2021-2022 term

Moved by Commissioner Murashie, seconded by Commissioner Carpenter to Appoint Commissioner Rush as Chairperson.

YES: 7 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith Carpenter, Mark McLoughlin, Ginelle Hardy
NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 2 – Dwayne Shipp, Vince Frazier
Status: 7 – 0 – 0 – 2 – **Pass**

Moved by Commissioner Rush, seconded by Commissioner Christy to Appoint Commissioner Murashie as Vice Chair .

YES: 7 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith Carpenter, Mark McLoughlin, Ginelle Hardy
NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 2 – Dwayne Shipp, Vince Frazier
Status: 7 – 0 – 0 – 2 – **Pass**

9. South Main Historic Art Walk Project

Recommended Action: Appoint an adhoc committee

Moved by Commissioner Christy, seconded by Commissioner Murashie to Appoint Commissioners Sarmiento, Hardy, and Carpenter to the adhoc committee .

YES: 7 – Alberta Christy, Sandra Pena Sarmiento, Tim Rush, Edward Murashie, Keith Carpenter, Mark McLoughlin, Ginelle Hardy
NO: 0 – **ABSTAIN:** 0 – **ABSENT:** 2 – Dwayne Shipp, Vince Frazier
Status: 7 – 0 – 0 – 2 – **Pass**

STAFF COMMENTS

- Update on the First American Project

COMMISSIONER COMMENTS

ADJOURNMENT

The next meeting of the Historic Resources Commission is scheduled for September 2, 2021 at 4:30 p.m. in the Council Chamber, 22 Civic Center Plaza, Santa Ana, CA.

MEETING INFORMATION:

If you would like to learn how to use Zoom before the meeting, visit [Zoom Video Tutorials](#).

1. Connecting directly from your computer:

- Click on the link on top of this agenda OR
- Go to [Zoom.us](#) and click "Join a Meeting" at the top. Enter the Meeting ID. The Meeting ID is listed at the top of this agenda.

To speak during the meeting: When you wish to comment on an item that is being discussed, click on the button next to your name to virtually raise your hand and let us know you wish to speak. You will have 3 minutes.

2. Connecting via the Zoom App:

- Download the free Zoom Cloud Meetings app from your favorite app store.
- Launch the app and click on the blue Join a Meeting button. Enter the Meeting ID, your name, and the blue Join button. The Meeting ID is listed at the top of this agenda.

To speak during the meeting: When you wish to comment on an item that is being discussed, click on the button next to your name to virtually raise your hand and let us know you wish to speak. You will have 3 minutes.

3. Dialing in from a mobile phone or landline:

- Dial (669) 900-9128. When prompted, enter the meeting ID. The Meeting ID is listed at the top of this agenda.

To speak during the meeting: When you wish to comment on an item that is being discussed, press *9 on your phone to virtually raise your hand. You will have 3 minutes.

Submit a written comment: If you are unable to attend this in-person meeting, you are invited to submit a written comment in one of the following ways:

1. **Visit the City's [Public Portal](#)**
 - Scroll down to the list of meetings and locate the meeting you are interested in.
 - Select the COMMENT icon to the right of "Meeting Title" (under the Options tab) and follow the prom
2. **E-mail PBAcomments@santa-ana.org** and reference the topic in the subject line.

3. **Mail** to Sarah Bernal, Recording Secretary, City of Santa Ana, 20 Civic Center Plaza – M20, Santa Ana, CA 92701.

Deadline to submit written comments is 4:00 p.m. on the day of the meeting. Comments received after the deadline may not be distributed to the Commission but will be made part of the record.

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



**City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Historic Resources Commission Staff Report
September 2, 2021**

Topic: HPPA No. 2021-19 (Mills Act) - 217 North Main Street

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 217 North Main Investments, LLC, for the property located at 217 North Main Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

EXECUTIVE SUMMARY

217 North Main Investments LLC, a California Limited Liability Company, is requesting approval to execute a Mills Act Agreement with the City of Santa Ana for the historic Old Santa Ana City Hall, an existing commercial building located at 217 North Main Street, that is currently listed on the Santa Ana Register of Historical Properties.

DISCUSSION

Project Location and Site Description

The subject property, known as the Old Santa Ana City Hall, consists of an existing three-story reinforced concrete building designed in the Art Deco style. The building contains approximately 37,208 square feet on a 0.2-acre commercial lot (Exhibit 2). The commercial building was individually listed in the National Register of Historic Places in 1982. Under the regulations implementing the California Register of Historical Resources, the building is also listed in the California Register. It was added to the Santa Ana Register of Historical Properties in 2001 and categorized as "Landmark".

Analysis of the Issues

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties. The property is listed on the Santa Ana Register of

Historical Properties and categorized as Landmark, making it eligible for a Mills Act agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

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

In 2001, the Historic Resources Commission placed the Old Santa Ana City Hall on the historical register and within the Landmark category. Character-defining features of the Old Santa Ana City Hall determined architecturally significant included: all aspects of the exterior, materials and finishes, design and composition, building elements and architectural detailing. Old Santa Ana City Hall qualified for listing under Criterion 4 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), because it is on the national register, is on the state register, has historical/cultural significance to the City of Santa Ana, and has a unique architectural significance.

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.

ENVIRONMENTAL IMPACT

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2021-85 will be filed for this project.

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$6,930 annually, for a period of not less than ten years.

EXHIBIT(S)

1. Mills Act Agreement
2. 500-Foot Radius Map

HPPA No. 2021-19 (Mills Act) - 217 North Main Street
September 2, 2021
Page 3

3. Site Photos

Submitted By:
Jill Arabe, AICP, Senior Planner

Approved By:
Minh Thai, Executive Director of Planning and Building Agency, Planning and Building
Agency

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 **217 North Main Investments LLC, a California Limited Liability Company**, (hereinafter collectively referred to as “Owner”), owners of real property located at **217 North Main Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **217 North Main Street, Santa Ana, CA, 92701** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

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

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

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **October 20, 2021**, 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 **217 North Main Street**, Assessor Parcel Number, **398-602-02**, 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: 217 North Main Investments LLC, a California Limited Liability Company
217 North Main Street
Santa Ana, CA 92701
Attn: Managing Member(s)

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 (217 North Main Investments LLC)

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: 
JOHN FUNK
Sr. 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, in the County of Orange, State of California, and is described as follows:

LOT 10 AND THE NORTH HALF OF LOT 7 OF THE RESUBDIVISION OF BLOCK 7, OF THE TOWN OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 5, PAGE 46 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF THE ALLEY, WHICH WOULD PASS BY OPERATION OF LAW WITH THE FEE CONVEYANCE OF SAID LAND, SAID PORTION OF ALLEY HAVING BEEN VACATED BY THAT CERTAIN RESOLUTION NO. 2001-087 RECORDED OCTOBER 17, 2003 AS INSTRUMENT NO. 2003001285385 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 398-602-02



NAME	Old Santa Ana City Hall			REF. NO.21
ADDRESS	217 North Main Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1935	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	N/A	
NATIONAL REGISTER CRITERIA FOR EVALUATION	A, C	NATIONAL REGISTER STATUS CODE	1S	

Location: Not for Publication Unrestricted

USGS 7.5" Quad _____ Date: _____ T _____ R _____ ¼ of _____ ¼ of Sec _____ : _____ B.M.

Prehistoric Historic Both

ARCHITECTURAL STYLE: Art Deco

DESCRIPTION/BACKGROUND RELATED TO PERIOD ARCHITECTURE:

The Art Deco style is characterized by smooth wall surfaces, often of stucco; zigzags, chevrons, fluting, reeding, and other low-relief stylized and geometric motifs as decorative elements on the façade; accents of terra cotta, glass, or metal; polychromy; rectangular or compound forms; and a more vertical emphasis than its close stylistic relative, Streamline Moderne. Art Deco was essentially a style of decoration, and was applied to jewelry, clothing, furniture and handicrafts as well as architecture. In style between 1920 and 1940, Art Deco was popularized by the Exposition des Arts Decoratifs held in Paris in 1925. It was most commonly utilized on commercial or public buildings, sometimes in combination with the Gothic Revival whose verticality and sculptural decoration was ideally suited to the Art Deco style.

CONSTRUCTION HISTORY: (Construction data, alterations, and date of alterations)

May 10, 1935. City of Santa Ana City Hall.	July 26, 1968. Add paneling over existing wall.
July 7, 1939. Alterations & repairs.	October 15, 1970. Office partitions (Council Chambers).
December 4, 1946. Alter City Hall basement.	May 14, 1971. Interior partitions on 3 rd floor.
July 7, 1959. Remodel 3 rd floor of City Hall for Planning Dept. and Mayor's office.	June 12, 1972. Interior partitions.
March 2, 1961. Interior alterations 1 st and 2 nd floors.	June 2, 1982. Add new 2 nd floor elevation and rehabilitate building for Barristers' Bldg., Ltd., owner.
July 9, 1963. Suspended ceiling.	September 29, 1982. Tenant improvement.
May 25, 1965. Partitions around stair well on 2 nd floor rear.	September 19, 1985. Install door.
May 9, 1968. Elevated floor system and air systems in computer room.	April 16, 1993. Repair partition walls.

RELATED FEATURES: (Other important features such as barns, sheds, fences, prominent or unusual trees, or landscape)

None.

DESCRIPTION: (Describe resource and its major elements. Include design, materials, condition, alterations, size, settings, and boundaries.)

Located on the southeast corner of Main and Third Streets, the Old Santa Ana City Hall is a three-story reinforced concrete building designed in the Art Deco style. A four-story tower is centered above the main (west) elevation. Both the façade and the similarly detailed north elevation are banded by a polished marble base at ground level. Stepped piers divide the façade and the north elevation into five and seven bays, respectively. Most ground floor bays contain tall, tripartite, metal-framed windows topped by ornately gridded transoms. Upper story bays, divided into three parts by pilasters, which mimic the design of the piers, contain metal casement windows and transoms, separated between stories by decoratively carved spandrels, which vary from level to level. Single windows are located in each of the end bays. The main entrance on the west is flanked by fluted pilasters topped by Assyrian heads and torsos and topped by a panel incised with the name of the building. A flagpole is suspended from the building at an angle over the entry. Another Assyrian head crowns the central bay, in front of the tower. The tower culminates in a pyramidal copper roof, lantern and spire. Two "mini-towers" cap the end bays. Art Deco ornament, including stylized foliage, fluting, and chevrons enhance all the decorated surfaces, including the spandrels, parapet, entry, tower, and window headers. Old Santa Ana City Hall retains a high degree of integrity on its two public elevations.

HISTORIC HIGHLIGHTS:

Old Santa Ana City Hall was constructed in 1935 at a cost of \$126,000, funded by city bonds and a Works Progress Administration (WPA) grant. It was designed by architect W. Horace Austin of Long Beach, who had designed the rather similar Masonic Temple at Sycamore and Fifth Streets a few years earlier. A prominent Southern California architect, Austin's credits also include the Bowers Museum and numerous Long Beach commissions (the old Long Beach City Hall [demolished], several schools, the original Buffum's Department Store [demolished], the Long Beach YMCA [demolished], the Pacific Tower, the Press-Telegram Building, and the Long Beach Airport Terminal). Local contractors Ball and Honer constructed the building. This was the third City Hall to be built on the site, and replaced the 1904 building, which had been rendered unsafe after the 1933 earthquake. The City offices were located in this building until the 1980s with the exception of the City's Public Works Agency, which vacated the building in 1999. In approximately 1982 it was converted into private offices and in 2001 it won an American Institute of Architects/Orange County design award for its interior adaptive reuse by Nestor/Gaffney Architects.

RESOURCE ATTRIBUTES: (List attributes and codes from Appendix 4 of Instructions for Recording Historical Resources, Office of Historic Preservation.)

HP14. Government Building

RESOURCES PRESENT:

Building Structure Object Site District Element of District Other

MOVED? No Yes Unknown Date: _____ Original Location: _____

STATEMENT OF SIGNIFICANCE: (Discuss importance in terms of historical or architectural context as defined by theme, period, geographic scope, and integrity.)

Santa Ana was founded by William Spurgeon in 1869 as a speculative townsite on part of the Spanish land grant known as Rancho Santiago de Santa Ana. Early growth and development was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. By the end of the 1880s, Santa Ana’s downtown business district was defined by five city blocks of brick commercial buildings on Fourth Street, with the heart of the city at the intersection of Fourth and Main Streets. At this time, Santa Ana was governed by the County of Los Angeles. On June 1, 1886, a majority of the eligible voters amongst Santa Ana’s 2,000 citizens voted to incorporate as a city of the sixth class. A Board of Trustees was elected, with William Spurgeon selected to be the first Chairman. In August 1888, with a population of 5,000, the city reincorporated as a city of the fifth class. The following year Santa Ana was acknowledged as one of the leading communities in the area in 1889 when it became the seat of the newly created County of Orange.

Old Santa Ana City Hall is the most prominent and tangible symbol of the municipal development of the City. It was a source of pride to citizens when it opened, and was described in the *Santa Ana Daily Register* (November 27, 1935) as having “beauty in design” and “sleek, modern, sturdy, and with ample room.” In addition to its historic importance as the seat of city government and the place where important decisions affecting the community were made, Old Santa Ana City Hall is architecturally significant as a fine example of the variant of the Art Deco style often associated with WPA projects. The building is also significant as an example of the work of architect W. Horace Austin. Due to its high level of integrity, all aspects of the exterior of Old Santa Ana City Hall, including materials and finishes, design and composition, building elements and architectural detailing, are considered to be character-defining and should be preserved.

SUMMARY/CONCLUSION:

This building was individually listed in the National Register of Historic Places in 1982. Under the regulations implementing the California Register of Historical Resources, the building is also listed in the California Register. Listed in the Santa Ana Register of Historical Property, the Old Santa Ana City Hall has been categorized as “Landmark” because it “is on the national register,” “is on the state register,” “has historical/cultural significance to the City of Santa Ana,” and “has a unique architectural significance (Municipal Code, Section 30-2.2).

OWNER AND ADDRESS: _____

RECORDED BY: (Name, affiliation, and address)
Leslie J. Heumann
Science Applications International Corporation
35 S. Raymond Avenue, Suite 204, Pasadena, CA 91105

DATE RECORDED: September 4, 2001

SURVEY TYPE: (Intensive, reconnaissance, or other)
Intensive Survey Update

REPORT CITATION: (Cite survey report and other sources)
Les, Kathleen. "Santa Ana Historic Survey, Final Resources Inventory: Downtown." May 1980.

REFERENCES: (List documents, date of publication, and page numbers. May also include oral interviews.)
Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.
Heritage Orange County and the City of Santa Ana. *Downtown Walking Tour*, Santa Ana, 1986.
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.
Whiffen, Marcus. *American Architecture Since 1780*. Cambridge: MIT Press, 1969.
Santa Ana Daily Register, November 27, 1935.

EVALUATOR: Leslie J. Heumann **DATE OF EVALUATION:** September 4, 2001

EXPLANATION OF CODES:

- **National Register Criteria for Evaluation:** (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - A:** that are associated with events that have made a significant contribution to the broad patterns of our history.
 - 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)
 - 1S:** Separately listed.

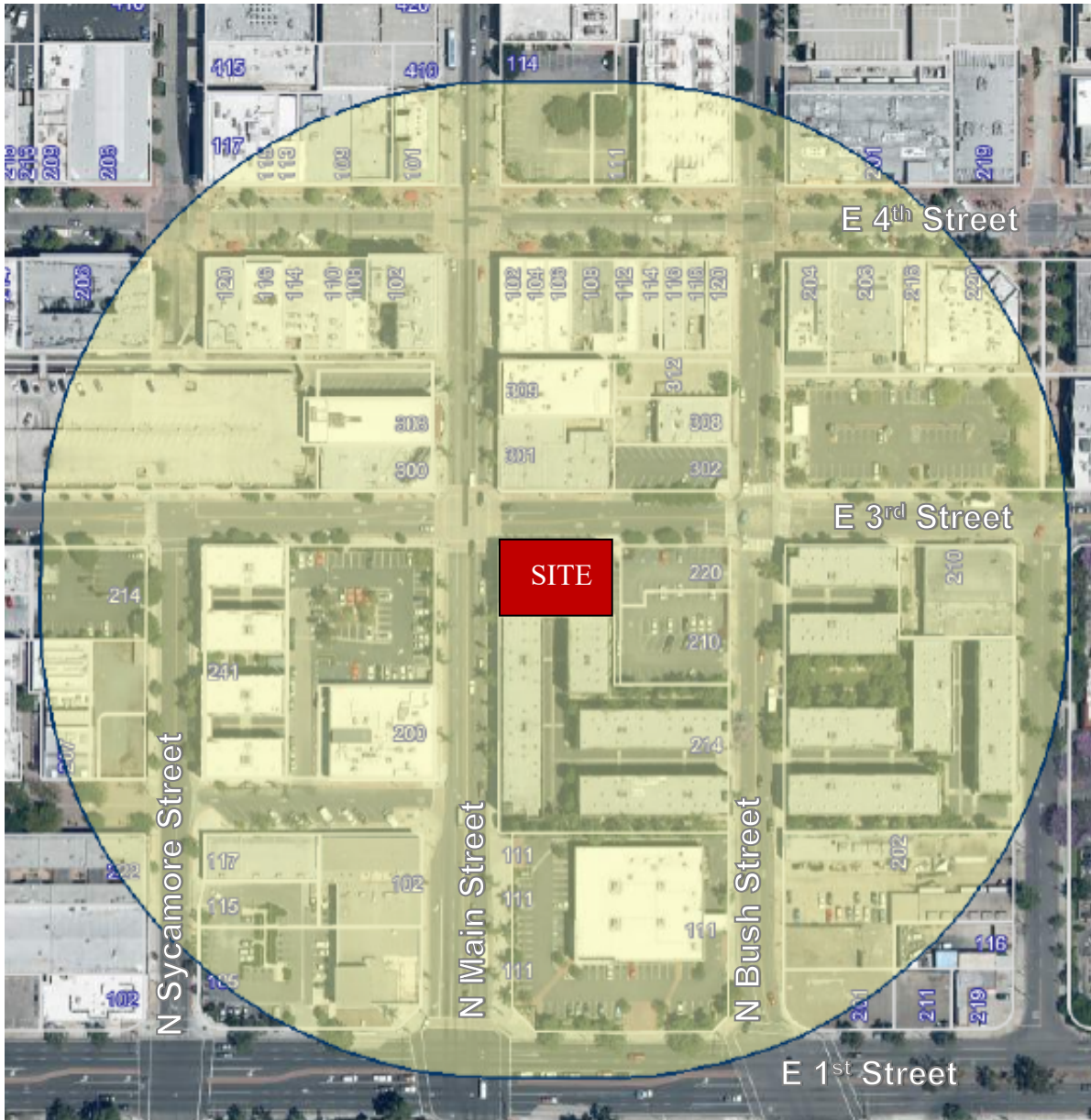
Exhibit C

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.



500' RADIUS

HPPA 2021-19
217 NORTH MAIN STREET
OLD SANTA ANA CITY HALL

PLANNING AND BUILDING AGENCY



HPPA-2021-19
OLD SANTA ANA CITY HALL
217 NORTH MAIN STREET
SITE PHOTOS



**City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Historic Resources Commission Staff Report
September 2, 2021**

Topic: HRCA No. 2021-14, HRC 2021-14, HPPA No. 2021-13 – The Wiesseman-Jonason House

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-14 and Historic Register Categorization No. 2021-14 (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 Corey Flynn Van Houten, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

EXECUTIVE SUMMARY

Corey Flynn Van Houten is requesting approval to designate an existing residence located at 2417 North Park Boulevard to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

DISCUSSION

Project Location and Site Description

The subject property is located on the north side of North Park Boulevard in the Floral Park neighborhood. The site contains a 1,803-square-foot, Minimal Traditional style residence and detached garage on an 8,200-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 structure is 83 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 Wiesseman-Jonason House, is a representative example of the gable-and-wing variant of the Minimal Traditional style in Santa Ana. It was built in 1938 for \$4,245 by local developer and builder V.J. Anderson. The home was sold to Frank W. Wiesseman and Ida C. Wiesseman who resided on the property until 1948. Mr. and Mrs. Wiesseman moved to Santa Ana with their two youngest children from New York City between 1905 and 1910 and immediately started a business known as the Wiesseman's Variety Store in Downtown Santa Ana. In 1949 the property was sold to S. Walter Jonason, a retired Santa Ana resident originally from Virginia. Mr. Jonason lived on the property until 1962 when it was sold to a P.G. Lynch.

The Wiesseman-Jonason House is a one-and-a-half-story single-family residence constructed in the gable-and-wing variant of the Minimal Traditional style, with detailing culled from the Late Colonial Revival style. It is capped by a moderately pitched, cross-gabled roof with molded eaves. The roof is clad in contemporary asphalt shingle roofing and the exterior walls are clad with wide clapboard siding. The focal point of the design is the central entry portico composed of slender posts supporting a metal canopy. An interior brick chimney rises above the roof ridgeline. Four symmetrical, six-over-six, wood-framed, double-hung sash windows line the front (south) elevation. Fenestration along the north, east, and west elevations consists of shallow, side elevation bays, and six-over-six, wood-framed, double-hung sash windows. A one-story, front-gabled, detached garage also clad in wide clapboards is located in the rear of the property. The property is landscaped with low vegetation, neatly trimmed hedges, trees, and features a central brick walkway leading to the front entry. Character-defining features exhibited by this property include its cross-gabled roof with molded eaves; wide clapboard siding; brick accents including interior chimney, side elevation bay window base, and front walkway; lunette attic vent; six-over-six, wood-framed, double-hung sash windows; entry portico composed of slender posts supporting a metal canopy; and shallow, side elevation bays.

The Wiesseman-Jonason House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as representative example of the gable-and-wing

variant of the Minimal Traditional style in Santa Ana. Notable features in this regard are the simplicity of design and use of materials and details associated with the late Colonial Revival style. Additionally, the house has been categorized as “Contributive” because it contributes to the overall character and history of Floral Park and is a representative example of Minimal Traditional residential architecture in Santa Ana just prior to World War II.

Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

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

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

Public Notification

The subject site is located within the Floral Park Neighborhood Association. 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, has been received from any members of the public.

ENVIRONMENTAL IMPACT

Pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is exempt from further review pursuant to Section 15331 of the CEQA Guidelines (Class 31 – Historical Resource Restoration/Rehabilitation) as these actions are designed to preserve historic resources. Based on this analysis, a Notice of Exemption, Environmental Review No. 2021-89 will be filed for this project.

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$935.70 annually, for a period of not less than ten years.

EXHIBIT(S)

1. Resolution
2. Mills Act Agreement
3. 500-Foot Radius Map

Submitted By:
Pedro Gomez, AICP, Associate Planner

Approved By:
Minh Thai, Executive Director of Planning and Building Agency, Planning and Building Agency

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2021-14 TO PLACE THE PROPERTY LOCATED AT 2417 NORTH PARK BOULEVARD, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2021-14 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 September 2, 2021, 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. 2021-14) and categorization (Historic Resources Commission Categorization No. 2021-14) of the Wiesseman-Jonason House located at 2417 North Park Boulevard, Santa Ana.
- B. The Wiesseman-Jonason House has distinctive architectural features of the gable-and-wing variant of the Minimal Traditional style and was built in 1938.
- C. The Wiesseman-Jonason House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as representative example of the gable-and-wing variant of the Minimal Traditional style in Santa Ana. Notable features in this regard are the simplicity of design and use of materials and details associated with the late Colonial Revival style. Additionally, the house has been categorized as “Contributive” because it contributes to the overall character and history of Floral Park and is a representative example of Minimal Traditional residential architecture in Santa Ana just prior to World War II. Character-defining features exhibited by this property include its cross-gabled roof with molded eaves; wide clapboard siding; brick accents including interior chimney, side elevation bay window base, and front walkway; lunette attic vent; six-over-six, wood-framed, double-hung sash windows; entry portico composed of slender posts supporting a metal canopy; and shallow, side elevation bays. The legal owner of the property is Corey Flynn Van Houten.
- D. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- E. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- F. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under CEQA Guidelines Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2021-89 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. 2021-14 to place the Wiesseman-Jonason House located at 2417 North Park Boulevard, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2021-14 placing the Wiesseman-Jonason House located at 2417 North Park Boulevard, 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 2nd day of September, 2021.

Tim Rush
Chairperson

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

By: John M. Funk
John M. Funk
Sr. 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. 2021-XXX to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on September 2, 2021.

Date: _____

Commission Secretary
City of Santa Ana

**EXHIBIT A
LEGAL DESCRIPTION**

APN	Address	Legal Description	Owner Names
002-063-25	2417 North Park Boulevard	<p>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:</p> <p>LOT 155 OF TRACT NO. 425, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGE(S) 33 AND 34, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.</p> <p>EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF LOT 155, AS SHOWN ON A MAP OF TRACT NO. 425, RECORDED IN BOOK 16, PAGES 33 AND 34, OF MISCELLANEOUS MAPS, THENCE NORTH 8°03' EAST ALONG THE EASTERLY LINE OF SAID LOT 155, 134, 54 FEET TO AN IRON PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 155, THENCE NORTH 81°39' WEST ALONG THE NORTHERLY LINE OF SAID LOT 155, A DISTANCE OF 5 FEET TO AN IRON AXLE,</p>	Corey Flynn Van Houten

		THENCE SOUTH 5°55'20" WEST IN A DIRECT LINE, A DISTANCE OF 134.66 FEET TO THE POINT OF BEGINNING.	
--	--	---	--

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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 **Corey Flynn Van Houten, a single man**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2417 North Park Boulevard, 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 **2417 North Park Boulevard, 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 **October 20, 2021**, 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 **2417 North Park Boulevard**, Assessor Parcel Number, **002-063-25**, 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: Corey Flynn Van Houten
2417 North Park Boulevard
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
COREY FLYNN VAN HOUTEN

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
JOHN M. FUNK
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 155 OF TRACT NO. 425, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16 PAGE(S) 33 AND 34, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 155, AS SHOWN ON A MAP OF TRACT NO. 425, RECORDED IN BOOK 16, PAGES 33 AND 34, OF MISCELLANEOUS MAPS, THENCE NORTH 8°03' EAST ALONG THE EASTERLY LINE OF SAID LOT 155, 134, 54 FEET TO AN IRON PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 155, THENCE NORTH 81°39' WEST ALONG THE NORTHERLY LINE OF SAID LOT 155, A DISTANCE OF 5 FEET TO AN IRON AXLE, THENCE SOUTH 5°55'20" WEST IN A DIRECT LINE, A DISTANCE OF 134.66 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 002-063-25

EXECUTIVE SUMMARY

Wiesseman-Jonason House
2417 North Park Boulevard
Santa Ana, CA 92706

NAME	Wiesseman-Jonason House			REF. NO.
ADDRESS	2417 North Park Boulevard			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1938	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: Not for Publication Unrestricted

Prehistoric Historic Both

ARCHITECTURAL STYLE: Minimal Traditional

During the Great Depression through the immediate postwar years, the Minimal Traditional home rose in popularity as the preferred style for middle-class housing in the United States. This basic house type fulfilled both aesthetic and social needs: in terms of aesthetics, the form represented a stripped-down version of the historic-eclectic styles popular in the 1920s, in particular the Tudor and English Revival styles. In social terms, the Minimal Traditional home satisfied requirements in square footage and plan by the Federal Housing Administration (FHA), which launched a campaign in this period to expand home ownership. The Minimal Traditional home served as the prototype used by the FHA in its efforts to codify and manufacture “a standard, low-cost, minimum house that the majority of American wage earners could afford” (Greg Hise, Magnetic Los Angeles, p. 57). Minimal Traditional homes are typically rectangular in plan and one-story in height, often with a front-gabled wing and prominent attached chimney. In contrast with the English and Tudor Revival styles the one-story version mimics, the Minimal Traditional home is capped with a low or intermediate pitch roof with a hipped or side gable. Sheathing materials include stucco, brick, or wood, often accompanied by stone veneer accents. Fenestration generally consists of multi-light casement, double-hung, and picture windows with wood frames. The eaves and rakes of the Minimal Traditional home are typically shallow (in a departure from the later Ranch House style, which they often resemble). Although they have little applied ornament, many Minimal Traditional homes often display decorative wood shutters and porch-roof supports

SUMMARY/CONCLUSION:

The Wiesseman-Jonason House is eligible for the Santa Ana Register under Criterion 1 as a representative example of the gable-and-wing variant of the Minimal Traditional style in Santa Ana. Additionally, the house has been categorized as “Contributive” because it contributes to the overall character and history of Floral Park and is a representative example of Minimal Traditional residential architecture in Santa Ana just prior to World War II (Santa Ana Municipal Code, Section 30-2.2).

EXPLANATION OF CODES:

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

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

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

5S3: ~~Appears to be individually eligible for local listing or designation through survey evaluation.~~

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3 Resource name(s) or number (assigned by recorder) *Wiesseman-Jonason House*

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County Orange County

*b. USGS 7.5' Quad: TCA 1725

Date: March 3, 2015

*c. Address 2417 North Park Boulevard

City: Santa Ana

Zip: 92706

*e. Other Locational Data: Assessor's Parcel Number 002-063-25

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

Located in Floral Park, the Wiesseman-Jonason House is a one-and-a-half-story single-family residence constructed in the gable-and-wing variant of the Minimal Traditional style, with detailing culled from the Late Colonial Revival style. It is capped by a moderately pitched, cross-gabled roof with molded eaves. The roof is clad in contemporary asphalt shingle roofing and the exterior walls are clad with wide clapboard siding. The focal point of the design is the central entry portico composed of slender posts supporting a metal canopy. An interior brick chimney rises above the roof ridge. Four symmetrical, six-over-six, wood-framed, double-hung sash windows line the front (south) elevation. Fenestration along the north, east, and west elevations consists of shallow, side elevation bays, and six-over-six, wood-framed, double-hung sash windows. A one-story, front-gabled, detached garage also clad in wide clapboards is located in the rear of the property. The property is landscaped with low vegetation, neatly trimmed hedges, trees, and features a central brick walkway leading to the front entry.

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

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

P5a. Photo



*P5b. Photo: (view and date)

*South elevation, view north
July 2021*

*P6. Date Constructed/Age and Sources: historic
1938/ City of Santa Ana Building Permits

*P7. Owner and Address:
*Corey Flynn Van Houten
2417 North Park Boulevard
Santa Ana, CA 92706*

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

*P9. Date Recorded:
September 2, 2021

*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)

DPR 523A (1/95)

*Required information

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or #: *Wiesseman-Jonason House*

B1. Historic Name: *Wiesseman-Jonason House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

***B5. Architectural Style:** *Minimal Traditional*

***B6. Construction History:** (Construction date, alterations, and date of alterations): *April 27, 1938. Constructed. \$6,250.*

January 29, 1986. Reroof.

November 1, 2010. Reroof house and attached garage, remove comp. and install comp. \$4,245.

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

***B8. Related Features:** *Detached Garage.*

B9a. Architect: *Unknown*

b. Builder: *V.J. Anderson*

***B10. Significance:** Theme *Residential Architecture* Area *Santa Ana*
Period of Significance: *1938* 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 Wiesseman-Jonason House is architecturally significant as a representative example of the gable-and-wing variant of the Minimal Traditional style in Santa Ana. It was built in 1938 for \$4,245 by local developer and builder V.J. Anderson. The home was sold to Frank W. Wiesseman (1863-1930) and Ida C. Wiesseman (1872-1961), who resided on the property until 1948 before moving to 2311 North Heliotrope Drive. Mr. and Mrs. Wiesseman moved to Santa Ana with their two youngest children from New York City between 1905 and 1910 and immediately started a business known as the Wiesseman's Variety Store at 114 W. Fourth Street in Downtown Santa Ana. Between the years, 1910 and 1961, Wiesseman's Variety Store was an original stakeholder and neighborhood staple in Downtown Santa Ana. The two were active in the First Methodist Church, and Mrs. Wiesseman was an active member of The Ebell Club. The family was notable in business and social circles in Santa Ana. In 1949 the property was sold to S. Walter Jonason, a retired Santa Ana resident originally from Virginia. Mr. Jonason lived on the property until 1962 when it was sold to a P.G. Lynch. Since then, the Wiesseman-Jonason House has been occupied by various owners until the current homeowners purchased the home in 2020.

(See Continuation Sheet 3 of 3.)

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

***B12. References:**

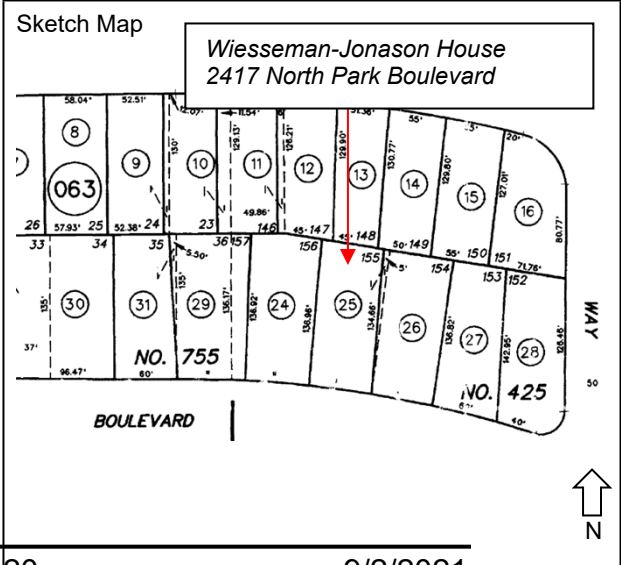
- City of Santa Ana Building Permits*
- Santa Ana History Room Collection, Santa Ana Public Library*
- Sanborn Maps*
- (See Continuation Sheet 3 of 3.)*

B13. Remarks:

***B14. Evaluator:** *Leslie Heumann/Chattel Inc.*

***Date of Evaluation:** *September 2, 2021*

(This space reserved for official comments.)



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

The Wiesseman-Jonason House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of orange, avocado, and walnut trees and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (Orange County Register, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (Orange County Register, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.

In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2021), Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.

The Wiesseman-Jonason House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as representative example of the gable-and-wing variant of the Minimal Traditional style in Santa Ana. Notable features in this regard are the simplicity of design and use of materials and details associated with the late Colonial Revival style. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park and is a representative example of Minimal Traditional residential architecture in Santa Ana just prior to World War II (Santa Ana Municipal Code, Section 30-2.2). Character-defining features exhibited by this property include its cross-gabled roof with molded eaves; wide clapboard siding; brick accents including interior chimney, side elevation bay window base, and front walkway; lunette attic vent; six-over-six, wood-framed, double-hung sash windows; entry portico composed of slender posts supporting a metal canopy; and shallow, side elevation bays.

***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

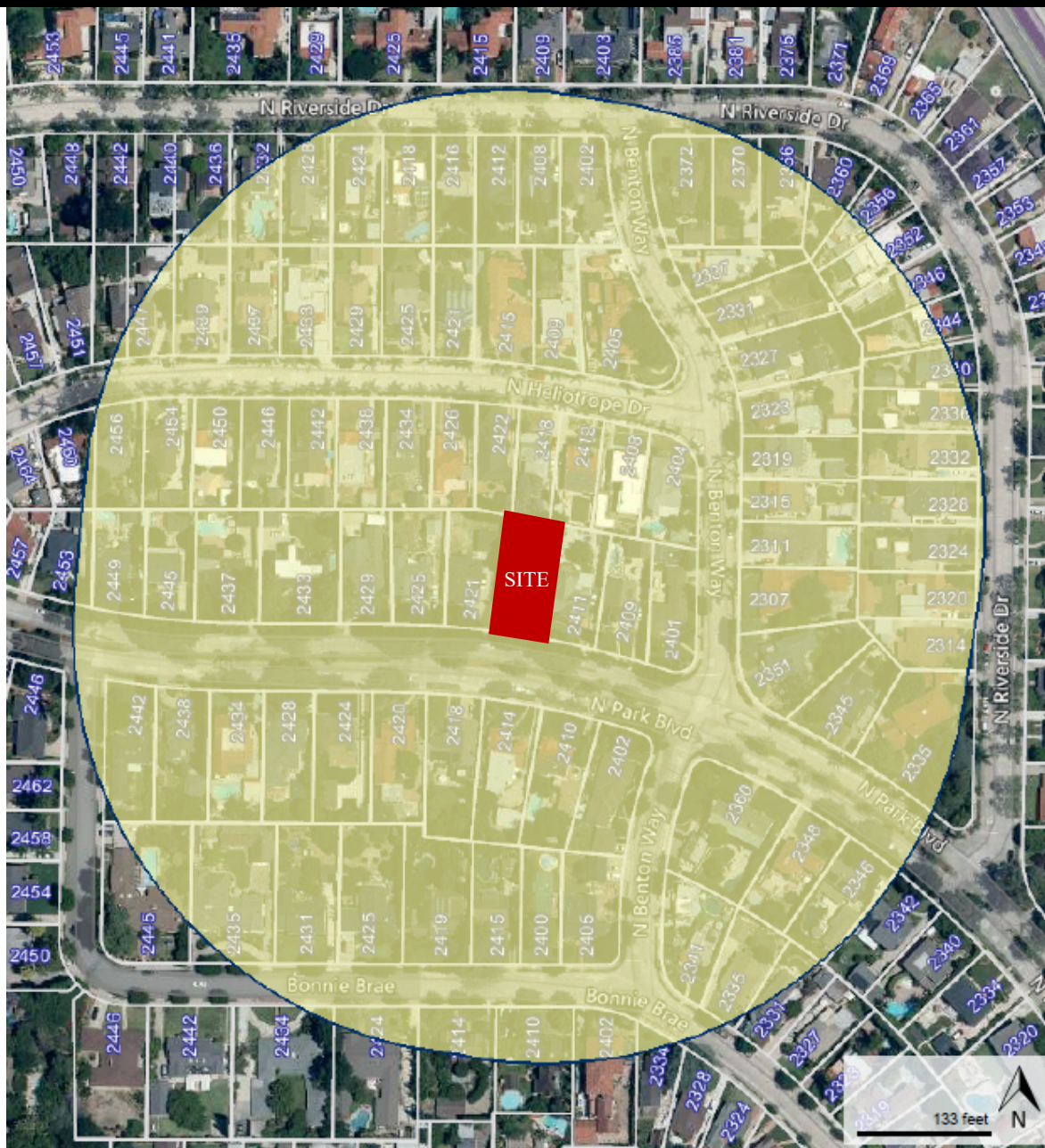
Exhibit C

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.



500' RADIUS

HRC 2021-14/ HRCA 2021-14/ HPPA 2021-13
2417 NORTH PARK BOULEVARD
WIESSEMAN-JONASON HOUSE

PLANNING AND BUILDING AGENCY



**City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Historic Resources Commission Staff Report
September 2, 2021**

Topic: HRCA No. 2021-15, HRC 2021-15, HPPA No. 2021-14 – The W.M. Bradley House

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-15 and Historic Register Categorization No. 2021-15 (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 Allan Tea, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

EXECUTIVE SUMMARY

Allan Tea is requesting approval to designate an existing residence located at 2120 North Heliotrope Drive to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

DISCUSSION

Project Location and Site Description

The subject property is located on the west side of North Heliotrope Drive in the Floral Park neighborhood. The site contains a 1,806-square-foot, Ranch style residence and attached garage on a 14,500-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 structure is 71 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the W.M. Bradley House, is in intact and characteristic example of a post-World War II Ranch style house in Santa Ana. It was built in 1950 for \$15,000 by prominent Santa Ana developer and builder Allison Honer. Soon after the house was completed, it was sold to W.M. Bradley, a long time Santa Ana resident who was married to Jane W. Bradley. Mr. and Mrs. Bradley resided on the property from 1950 to 1979. According to City directories, the property remained vacant for several years after. Since then, various owners have occupied the W.M. Bradley House until the current homeowners purchased the home in 2020.

the W.M. Bradley House is a one-story single-family residence on a large parcel, sited with a deep setback and constructed in a Ranch House style. A detached garage is located a few feet behind (west of) the north end of the rear (west) elevation of the residence. The house and garage delineate a reversed "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, cross-gabled roof with little or no overhang. The exterior of the house is clad in a combination smooth stucco and horizontal wood board siding. The roof treatment defines three sections of the front (east) façade. In the middle, the entry porch is characterized by a partial width front porch whose roof is supported by slender, paired posts. The entry also features a six-panel front door flanked by partial height prismatic glass sidelights. Occupying most of the façade north of the entry are a series of wood, multi-light windows framed by shutters. The projecting front gable wing south of the entry is highlighted by a prominent multi-light window, also framed by shutters. Wood multi-light windows also appear on the north and south elevations. An exterior brick chimney rises above the roof along the south elevation.

Alterations to the house include the removal of original wood roof shingles, addition to the rear of the garage, and in-kind replacement of porch roof support posts along the front elevation. Other than the relatively minor noted changes, the house appears intact and is in good condition. The property is landscaped with a lawn, low vegetation and a long driveway leading towards the rear, detached garage. Character-defining features of the W.M. Bradley House that should be preserved include, but may not be limited to: one-story massing and cross-gabled roof, resulting in an overall horizontality; exterior

materials (wood and stucco); partial width front porch whose roof is supported by slender, paired posts; six-panel front door flanked by partial height prismatic glass sidelights; multi-light windows and shutters, where present; and attached brick chimney.

The W.M. Bradley House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as simple but representative example of the Ranch style in Santa Ana, designed and constructed by notable local builder, Allison Honer. The recommended categorization is “Contributive” because it contributes to the overall character and history of Floral Park and is a representative example of Ranch style residential architecture in Santa Ana during the population and building boom that followed World War II.

Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

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

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

Public Notification

The subject site is located within the Floral Park Neighborhood Association. 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, has been received from any members of the public.

ENVIRONMENTAL IMPACT

Pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is exempt from further review pursuant to Section 15331 of the CEQA Guidelines (Class 31 – Historical Resource Restoration/Rehabilitation) as these actions are designed to preserve historic resources. Based on this analysis, a Notice of Exemption, Environmental Review No. 2021-87 will be filed for this project.

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$864.89 annually, for a period of not less than ten years.

EXHIBIT(S)

1. Resolution
2. Mills Act Agreement
3. 500-Foot Radius Map

Submitted By:
Pedro Gomez, AICP, Associate Planner

Approved By:
Minh Thai, Executive Director of Planning and Building Agency, Planning and Building Agency

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2021-15 TO PLACE THE PROPERTY LOCATED AT 2120 NORTH HELIOTROPE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2021-15 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 September 2, 2021, 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. 2021-15) and categorization (Historic Resources Commission Categorization No. 2021-15) of the W.M. Bradley House located at 2120 North Heliotrope Drive, Santa Ana.
- B. The W.M. Bradley House has distinctive architectural features of the Ranch House style and was built in 1950.
- C. The W.M. Bradley House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as simple but representative example of the Ranch style in Santa Ana, designed and constructed by notable local builder, Allison Honer. The recommended categorization is “Contributive” because it contributes to the overall character and history of Floral Park and is a representative example of Ranch style residential architecture in Santa Ana during the population and building boom that followed World War II. Character-defining features of the W.M. Bradley House that should be preserved include, but may not be limited to: one-story massing and cross-gabled roof, resulting in an overall horizontality; exterior materials (wood and stucco); partial width front porch whose roof is supported by slender, paired posts; six-panel front door flanked by partial height prismatic glass sidelights; multi-light windows and shutters, where present; and attached brick chimney.
- D. The legal owner of the property is Allan Tea.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under CEQA Guidelines Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2021-87 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. 2021-15 to place the W.M. Bradley House located at 2120 North Heliotrope Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2021-15 placing the W.M. Bradley House located at 2120 North Heliotrope Drive, Santa Ana, 92706 within the Contributive category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto, the report entitled “Historical Property Description,” and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled “Historical Property Description” is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this Resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this Resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder’s Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 2nd day of September, 2021.

Tim Rush
Chairperson

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

By: John M. Funk
John M. Funk
Sr. 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. 2021-XXX to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on September 2, 2021.

Date: _____

Commission Secretary
City of Santa Ana

**EXHIBIT A
LEGAL DESCRIPTION**

APN	Address	Legal Description	Owner Names
002-082-38	2120 North Heliotrope Drive	<p>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:</p> <p>PARCEL 1:</p> <p>LOT 29 AND THE SOUTH 45.57 FEET OF LOT 30, BLOCK "A" OF TRACT NO. 1035, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 46 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.</p> <p>EXCEPTING THE SOUTH 35.57 FEET OF LOT 29.</p> <p>PARCEL 2:</p> <p>THE SOUTH 49.57 FEET OF LOT 30, IN BLOCK "A" OF TRACT NO. 1035, ORANGE COUNTY, CALIFORNIA, AS PER MAP THEREOF, RECORDED IN BOOK 33 AT PAGE 46 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.</p> <p>EXCEPTING THEREFROM THE SOUTH 45.57 FEET.</p>	Allan Tea

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 **Allan Tea, a single man**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2120 North Heliotrope Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2120 North Heliotrope Drive, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

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

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

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **October 20, 2021**, 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 **2120 North Heliotrope Drive**, Assessor Parcel Number, **002-082-38**, 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: Allan Tea
2120 North Heliotrope Drive
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
ALLAN TEA

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
JOHN M. FUNK
Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

**EXHIBIT A
LEGAL DESCRIPTION**

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

PARCEL 1:

LOT 29 AND THE SOUTH 45.57 FEET OF LOT 30, BLOCK "A" OF TRACT NO. 1035, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 46 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPTING THE SOUTH 35.57 FEET OF LOT 29.

PARCEL 2:

THE SOUTH 49.57 FEET OF LOT 30, IN BLOCK "A" OF TRACT NO. 1035, ORANGE COUNTY, CALIFORNIA, AS PER MAP THEREOF, RECORDED IN BOOK 33 AT PAGE 46 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 45.57 FEET.

Assessor's Parcel Number: 002-082-38

EXECUTIVE SUMMARY

W.M. Bradley House
2120 North Heliotrope Drive
Santa Ana, CA 92706

NAME	W.M. Bradley House			REF. NO.
ADDRESS	2120 North Heliotrope Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1950	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: Not for Publication Unrestricted

Prehistoric Historic Both

ARCHITECTURAL STYLE: Ranch House

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

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

SUMMARY/CONCLUSION:

The W.M. Bradley House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as simple but representative example of the Ranch style in Santa Ana, designed and constructed by notable local builder, Allison Honer. The recommended categorization is "Contributive" because it contributes to the overall character and history of Floral Park and is a representative example of Ranch style residential architecture in Santa Ana during the population and building boom that followed World War II (Santa Ana Municipal Code, Section 30-2.2).

EXPLANATION OF CODES:

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

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

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

~~**5S3:** Appears to be individually eligible for local listing or designation through survey evaluation.~~

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3 Resource name(s) or number (assigned by recorder) *W.M. Bradley House*

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County Orange County

*b. USGS 7.5' Quad: TCA 1725

Date: March 3, 2015

*c. Address 2120 North Heliotrope Drive

City: Santa Ana

Zip: 92706

*e. Other Locational Data: Assessor's Parcel Number 002-082-38

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

Located in Floral Park, the W.M. Bradley House is a one-story single-family residence on a large parcel, sited with a deep setback and constructed in a Ranch House style. A detached garage is located a few feet behind (west of) the north end of the rear (west) elevation of the residence. The house and garage delineate a reversed "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, cross-gabled roof with little or no overhang. The exterior of the house is clad in a combination smooth stucco and horizontal wood board siding. The roof treatment defines three sections of the front (east) façade. In the middle, the entry porch is characterized by a partial width front porch whose roof is supported by slender, paired posts. The entry also features a six-panel front door flanked by partial height prismatic glass sidelights. Occupying most of the façade north of the entry are a series of wood, multi-light windows framed by shutters. The projecting front gable wing south of the entry is highlighted by a prominent multi-light window, also framed by shutters. Wood multi-light windows also appear on the north and south elevations. An exterior brick chimney rises above the roof along the south elevation. Alterations to the house include the removal of original wood roof shingles, addition to the rear of the garage, and in-kind replacement of porch roof support posts along the front elevation. Other than the relatively minor noted changes, the house appears intact and is in good condition. The property is landscaped with a lawn, low vegetation and a long driveway leading towards the rear, detached garage.

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

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

P5a. Photo



P5b. Photo: (view and date)

East elevation, view southwest
July 2021

*P6. Date Constructed/Age and

Sources: historic
1950/ City of Santa Ana Building
Permits

*P7. Owner and Address:

Allan Tea
2120 North Heliotrope Drive
Santa Ana, CA 92706

*P8. Recorded by:

Pedro Gomez, City of Santa Ana
20 Civic Center Plaza M-20
Santa Ana, CA 92702

*P9. Date Recorded:

September 2, 2021

*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)

DPR 523A (1/95)

*Required information

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or #: W.M. Bradley House

B1. Historic Name: *W.M. Bradley 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 16, 1950. Constructed. \$15,000.*

October 4, 1952. Add rumpus room to private garage 16'x35' for Wm. E. Bradley by Allison Honer Co. \$4,000.

November 19, 1952. Plastering for Mr. Bradley by Pacific.

January 31, 1997. Reroof - remove wood shingles and apply comp.shingles. \$7,560.

December 31, 2009. Tear off comp. and apply comp. to single-family and detached garage. \$9,905.

January 2, 2014. Install spa. \$14,000.

April 17, 2015. Legalize replacement of support posts at front porch. \$1,000.

July 29, 2020. Install solar panels. \$10,725.

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

***B8. Related Features:** *Detached Garage.*

B9a. Architect: *Unknown*

b. Builder: *Allison Honer*

***B10. Significance: Theme** *Residential Architecture* **Area** *Santa Ana*
Period of Significance: *1950* **Property Type:** *Single-family Residence* **Applicable Criteria:** *C/3*
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

The W.M. Bradley House is architecturally significant as as a simple but representative example of the Ranch style in Santa Ana. It was built in 1950 by prominent developer and builder Allison Honer, the subdivider of Floral Park. The house was first sold to W.M. Bradley, a long time Santa Ana resident who was married to Jane W. Bradley. Mr. and Mrs. Bradley resided on the property from 1950 to 1979. According to City directories, the property remained vacant for several years after. Since then, the W.M. Bradley House has been occupied by various owners until the current homeowners purchased the home in 2020.

(See Continuation Sheet 3 of 3.)

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

***B12. References:**

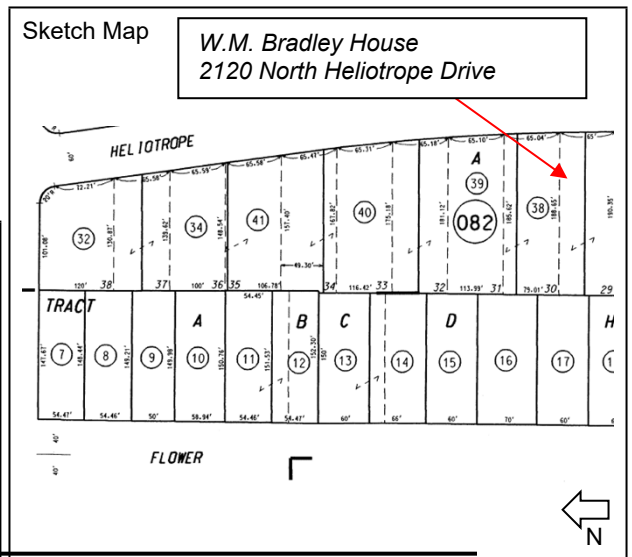
- City of Santa Ana Building Permits*
- Santa Ana History Room Collection, Santa Ana Public Library*
- Sanborn Maps*
- (See Continuation Sheet 3 of 3.)

B13. Remarks:

***B14. Evaluator:** *Leslie Heumann/Chattel Inc.*

***Date of Evaluation:** *September 2, 2021*

(This space reserved for official comments.)



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

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

The W.M. Bradley House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of oranges, avocados, and walnuts and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (Orange County Register, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (Orange County Register, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.

In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2021), Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.

The W.M. Bradley House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as simple but representative example of the Ranch style in Santa Ana, designed and constructed by notable local builder, Allison Honer. The recommended categorization is "Contributive" because it contributes to the overall character and history of Floral Park and is a representative example of Ranch style residential architecture in Santa Ana during the population and building boom that followed World War II (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the W.M. Bradley House that should be preserved include, but may not be limited to: one-story massing and cross-gabled roof, resulting in an overall horizontality; exterior materials (wood and stucco); partial width front porch whose roof is supported by slender, paired posts; six-panel front door flanked by partial height prismatic glass sidelights; multi-light windows and shutters, where present; and attached brick chimney.

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

- Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.*
- 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, 1950-1990.*

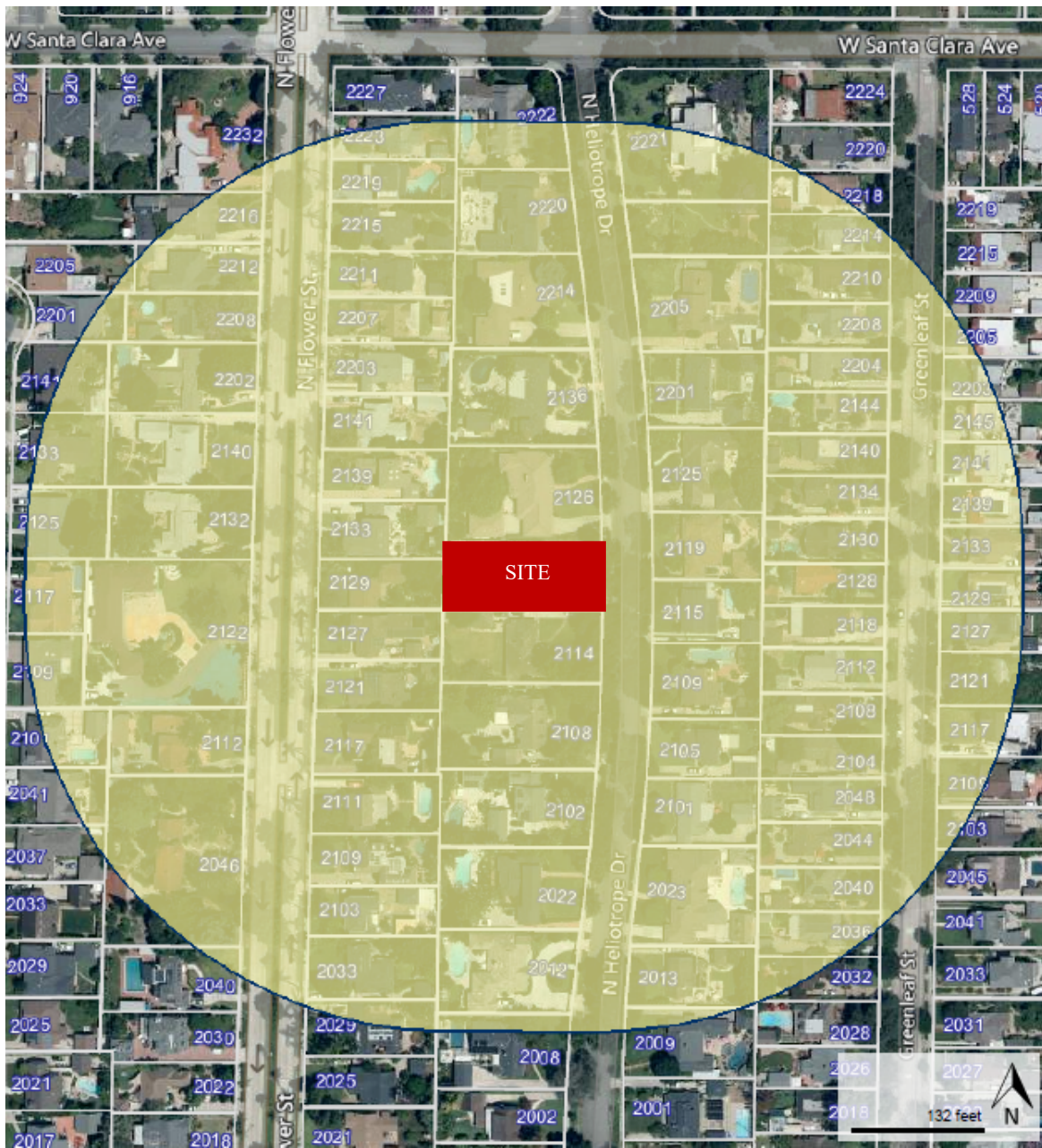
Exhibit C

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

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

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

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



500' RADIUS

HRC 2021-15/ HRCA 2021-15/ HPPA 2021-14
2120 NORTH HELIOTROPE DRIVE
W.M. BRADLEY HOUSE

PLANNING AND BUILDING AGENCY



**City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Historic Resources Commission Staff Report
September 2, 2021**

Topic: HRCA No. 2021-16, HRC 2021-16, HPPA No. 2021-15 – The Tarr-Wright House

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-16 and Historic Register Categorization No. 2021-16 (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 Trevor Smith and Bridget Furey, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

EXECUTIVE SUMMARY

Trevor Smith and Bridget Furey are requesting approval to designate an existing residence located at 2307 North Riverside Drive to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

DISCUSSION

Project Location and Site Description

The subject property is located on the east side of North Riverside Drive in the Floral Park neighborhood. The site consists of a 2,606-square-foot, Colonial Revival Cape Cod style residence and detached garage on a 10,000-square-foot residential lot (Exhibit 3).

Analysis of the Issues

Historical Listing

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing, designate as a historical property any building or part thereof, object, structure, or site

having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the structure is 81 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 Tarr-Wright House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Colonial Revival Cape Cod style. Emmet C. Rogers, a prolific Santa Ana builder and developer, built the residence in 1940. From the late 1930s through the following decade, Rogers was extremely active as a building contractor. However, developer and builder Allison Honer, was credited as the subdivider and builder of a major portion of northwest Santa Ana. In the late 1920s and 1930s, another builder, Roy Roscoe Russell, continued developing the groves of Floral Park.

The Tarr-Wright House is a two-story single-family residence constructed in the Colonial Revival Cape Cod style. Regular if not totally symmetrical in design, the house is clad in wide, horizontal, wood siding and features a medium-pitched, side-gabled roof with little to no overhangs. The roof features two symmetrical gabled dormers, each containing a six-over-six double-hung, wood window. The fenestration defines four bays across the west (front) façade. The north end bay features a six-over-six double-hung wood window with shutters. Offset to the north, the next bay contains the front entry, which incorporates two sidelights with a fan light transom. The southern two bays incorporate two six-over-six double-hung wood windows with shutters. Similar wood windows also appear on the north (right) and south (left) elevation. All windows feature a “lamb tongue” detailing. A brick chimney is centered at the south elevation, towards the side gable ridgeline. A driveway to the north of the property leads to a detached, one-story, side-gabled garage, built at the same time as the residence. The detached garage is also clad in wide, horizontal, wood siding, which was recently replaced with redwood cedar siding on three sides.

Alterations to single-family residence include the removal of original roof shingles, and a recent (2021) single- and second-story addition constructed in accordance with the Secretary of the Interior’s Standards for Rehabilitation and generally not visible from the public right-of-way. Other than the noted changes, the house appears intact and is in good condition. Character-defining features of the Tarr-Wright House that should be preserved include, but may not be limited to: original or replaced in-kind materials and finishes (siding and wood trim); roof configuration, materials, and treatment; massing

and composition; fenestration (doors and windows); architectural detailing (entry, dormers and window shutters), and the one-story garage.

The Tarr-Wright House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the Colonial Revival Cape Cod style. Additionally, the house has been categorized as “Contributive” because it “contributes to the overall character and history” of the Floral Park neighborhood, and, as an example of the Colonial Revival Cape Cod style in the Floral Park neighborhood, “is a good example of period architecture”.

Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

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

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

Public Notification

The subject site is located within the Floral Park Neighborhood Association. 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, has been received from any members of the public.

ENVIRONMENTAL IMPACT

Pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is exempt from further review pursuant to Section 15331 of the CEQA Guidelines (Class 31 – Historical Resource Restoration/Rehabilitation) as these actions are designed to preserve historic resources. Based on this analysis, a Notice of Exemption, Environmental Review No. 2021-88 will be filed for this project.

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$912.97 annually, for a period of not less than ten years.

EXHIBIT(S)

1. Resolution
2. Mills Act Agreement
3. 500-Foot Radius Map

Submitted By:
Pedro Gomez, AICP, Associate Planner

Approved By:
Minh Thai, Executive Director of Planning and Building Agency, Planning and Building Agency

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2021-16 TO PLACE THE PROPERTY LOCATED AT 2307 NORTH RIVERSIDE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2021-16 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 September 2, 2021, 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. 2021-16) and categorization (Historic Resources Commission Categorization No. 2021-16) of the Tarr-Wright House located at 2307 North Riverside Drive, Santa Ana.
- B. The Tarr-Wright House has distinctive architectural features of the Colonial Revival Cape Cod style and was built in 1940.
- C. The Tarr-Wright House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the Colonial Revival Cape Cod style. Additionally, the house has been categorized as “Contributive” because it “contributes to the overall character and history” of the Floral Park neighborhood, and, as an example of the Colonial Revival Cape Cod style in the Floral Park neighborhood, “is a good example of period architecture”. Character-defining features of the Tarr-Wright House that should be preserved include, but may not be limited to: original or replaced in-kind materials and finishes (siding and wood trim); roof configuration, materials, and treatment; massing and composition; fenestration (doors and windows); architectural detailing (entry, dormers and window shutters), and the one-story garage.
- D. The legal owners of the property are Trevor Smith and Bridget Furey.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under CEQA Guidelines Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2021-88 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. 2021-16 to place the Tarr-Wright House located at 2307 North Riverside Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2021-16 placing the Tarr-Wright House located at 2307 North Riverside Drive, Santa Ana, 92706 within the Contributive category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto, the report entitled “Historical Property Description,” and the public testimony, all of which are incorporated herein by this reference.

Section 4. For the subject property, a report entitled “Historical Property Description” is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this Resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this Resolution in the City of Santa Ana Register of Historical Properties.

Section 5. The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder’s Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 2nd day of September, 2021.

Tim Rush
Chairperson

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

By: John M. Funk
John M. Funk
Sr. 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. 2021-XXX to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on September 2, 2021.

Date: _____

Commission Secretary
City of Santa Ana

**EXHIBIT A
LEGAL DESCRIPTION**

APN	Address	Legal Description	Owner Names
002-131-32; 002-131-42	2307 North Riverside Drive	<p>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:</p> <p>PARCEL 1:</p> <p>LOT 47, OF TRACT NO. 425, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE(S) 33 AND 34 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.</p> <p>PARCEL 2:</p> <p>ALL THAT PORTION OF LOT 53 OF TRACT NO. 425, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGES(S) 33 AND 34 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:</p> <p>BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 53, SAID POINT, BEING</p>	Trevor Smith and Bridget Furey

		<p>A POINT IN A CURVE, CONCAVE EASTERLY, HAVING A RADISU OF 3027.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 89° 01' 12" WEST; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 60.02 FEET; THROUGH A CENTRAL ANGLE OF 01° 08' 10" TO A POINT IN THE SOUTH LINE OF SAID LOT 53, LAST SAID POINT LYING 27.45 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 53. FILED IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.</p>	
--	--	---	--

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 **Trevor Smith and Bridget Furey, husband and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2307 North Riverside Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2307 North Riverside Drive, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

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

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

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **October 20, 2021**, 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 **2307 North Riverside Drive**, Assessor Parcel Numbers, **002-131-32; 002-131-42**, 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: Trevor Smith and Bridget Furey
2307 North Riverside Drive
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
TREVOR SMITH

Date: _____

By: _____
BRIDGET FUREY

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
JOHN M. FUNK
Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

**EXHIBIT A
LEGAL DESCRIPTION**

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

PARCEL 1:

LOT 47, OF TRACT NO. 425, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE(S) 33 AND 34 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

ALL THAT PORTION OF LOT 53 OF TRACT NO. 425, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGES(S) 33 AND 34 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 53, SAID POINT, BEING A POINT IN A CURVE, CONCAVE EASTERLY, HAVING A RADISU OF 3027.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 89° 01' 12" WEST; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 60.02 FEET; THROUGH A CENTRAL ANGLE OF 01° 08' 10" TO A POINT IN THE SOUTH LINE OF SAID LOT 53, LAST SAID POINT LYING 27.45 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 53. FILED IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

Assessor's Parcel Number: 002-131-32; 002-131-42

EXECUTIVE SUMMARY

Tarr-Wright House
2307 North Riverside Drive
Santa Ana, CA 92706

NAME	Tarr-Wright House			REF. NO.
ADDRESS	2307 North Riverside Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1940	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: Not for Publication Unrestricted

Prehistoric Historic Both

ARCHITECTURAL STYLE: Colonial Revival Cape Cod

One of the oldest American architectural genres, Cape Cod design originated in New England in the late eighteenth century with English settlers, who modified a common English precedent for the new climate and materials. Older examples of Cape Cod houses were usually one-and-a-half stories in height, with a steeply-pitched, side-gabled roof to accommodate the upper story. The Cape Cod style of home persisted as a popular style through the late nineteenth century and then experienced a revival as a subtype of Colonial Revival architecture in the 1940s and 1950s because they were easy to construct and relatively affordable, making them attractive to post-World War II builders and home buyers alike. "The Cape Cod House is the most common form of a one-story Colonial Revival house."¹ Twentieth century examples are usually one to two stories in height, rectangular in plan and shape, and topped by a side gable roof of medium to steep pitch with little or no overhang. Siding is most commonly wood but may also be brick or stucco. Facades are generally symmetrical, with a central entry flanked by one or two bays of wood-framed windows, usually multi-paned and double-hung. Detailing is consistent with the Colonial Revival. Cape Cod styling was also frequently applied to two other mid-twentieth century styles, Minimal Traditional and Ranch.

SUMMARY/CONCLUSION:

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

EXPLANATION OF CODES:

- **California Register Criteria for Evaluation:** (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)
 - 3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- 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.

¹ McAlister, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984, 427.

State of California — The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
 HRI # _____
 Trinomial _____
 NRHP Status Code _____

Other Listings _____
 Review Code _____ Reviewer _____ Date _____

Page 1 of 3 Resource name(s) or number (assigned by recorder) *Tarr-Wright House*

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County *Orange County*

*b. USGS 7.5' Quad *TCA 1725*

Date: *March 3, 2015*

*c. Address *2307 North Riverside Drive*

City *Santa Ana*

Zip *92706*

*e. Other Locational Data: *Assessor's Parcel Numbers 002-131-32; 002-131-42*

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

Located in Floral Park, the Tarr-Wright House is a two-story single-family residence constructed in the Colonial Revival Cape Cod style. Regular if not totally symmetrical in design, the house is clad in wide, horizontal, wood siding and features a medium-pitched, side-gabled roof with little to no overhangs. The roof features two symmetrical gabled dormers, each containing a six-over-six double-hung, wood window. The fenestration defines four bays across the west (front) façade. The north end bay features a six-over-six double-hung wood window with shutters. Offset to the north, the next bay contains the front entry, which incorporates two sidelights with a fan light transom. The southern two bays incorporate two six-over-six double-hung wood windows with shutters. Similar wood windows also appear on the north (right) and south (left) elevation. All windows feature a "lamb tongue" detailing. A brick chimney is centered at the south elevation, towards the side gable ridgeline. A driveway to the north of the property leads to a detached, one-story, side-gabled garage, built at the same time as the residence. The detached garage is also clad in wide, horizontal, wood siding, which was recently replaced with redwood cedar siding on three sides. Alterations to single-family residence include the the removal of original roof shingles, and a recent (2021) single- and second-story addition constructed in accordance with the Secretary of the Interior's Standards for Rehabilitation and generally not visible from the public right-of-way. Other than the noted changes, the house appears intact and is in good condition.

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

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

P5a. Photo



P5b. Photo: (view and date)

*West elevation, view northeast
 July 2021*

*P6. Date Constructed/Age and Sources: historic
1940/ City of Santa Ana Building Permits

*P7. Owner and Address:
*Trevor Smith and Bridget Furey
 2307 North Riverside Street
 Santa Ana, CA 92706*

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

*P9. Date Recorded:
September 2, 2021

*P10. Survey Type:
Intensive Survey Update

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

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

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or #: Tarr-Wright House

B1. Historic Name: *Tarr-Wright House*

B2. Common Name: *Same*

B3. Original Use: *Single-Family Residence*

B4. Present Use: *Single-Family Residence*

***B5. Architectural Style:** *Colonial Revival Cape Cod*

***B6. Construction History:** (Construction date, alterations, and date of alterations): *April 26, 1940. Constructed. \$10,000.*

October 27, 1958. Interior alterations for T.V. Reeve by Richard Grella. \$4,000

May 26, 1988. Reroof single-family residence w/o tear off.

June 3, 1988. Reroof garage.

June 15, 2005. Reroof single-family residence and garage with tear off shake and install comp. \$8,750.

February 23, 2021. New redwood cedar siding on three sides for detached garage to match existing single-family. \$5,000.

February 23, 2021. 259 sq. ft. addition to first floor with 296 sq. ft. second-story addition. \$17,000.

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

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

B9a. Architect: *Unknown*

b. Builder: *E.C. Rogers*

***B10. Significance: Theme** *Residential Architecture* **Area** *Santa Ana*

Period of Significance: *1940* **Property Type:** *Single-Family Residence* **Applicable Criteria:** *C/3*

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

The Tarr-Wright House is architecturally significant for its highly characteristic use of the Colonial Revival Cape Cod style and historically notable for its association with a prominent local builder, Emmet C. Rogers. It was built in 1940 by E. C. Rogers for a total cost of \$10,000 including the residence and garage. Emmet C. Rogers was a prolific Santa Ana builder and developer. He was born in 1896 in Missouri (1930 Federal Census). By 1920, he had married his wife Juna and moved to Greeley, Colorado, where he was a high school teacher (1920 Federal Census). A few years later, in 1923, he had relocated his family to Santa Ana, and had a dual appointment at both Willard and Lathrop Junior High Schools, where he taught science (Santa Ana Daily Register, April 4, 1923). From the late 1930s through the following decade, Rogers was extremely active as a building contractor, often moving his family, perhaps to houses as he 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).

According to city directories, Emmet C. Rogers resided at the Tarr-Wright House for a year. Between 1941 and 1954, various renters were identified as having lived at the Tarr-Wright House, including Ray P. and Ruth Tarr (1941-1945), Robert B. and Cecile R. Wright (1950-1953), and Thomas V. and Maurine Reeve. It is unknown how long the Reeve's lived in the Tarr-Wright House prior to more recent residents. The more notable residents of the Tarr-Wright House were both Mr. Ray P. Tarr and Robert B. Wright.

(See Continuation Sheet 3 of 3.)

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

***B12. References:**

1920 Federal Census

1930 Federal Census

Santa Ana Register July 29, 1940

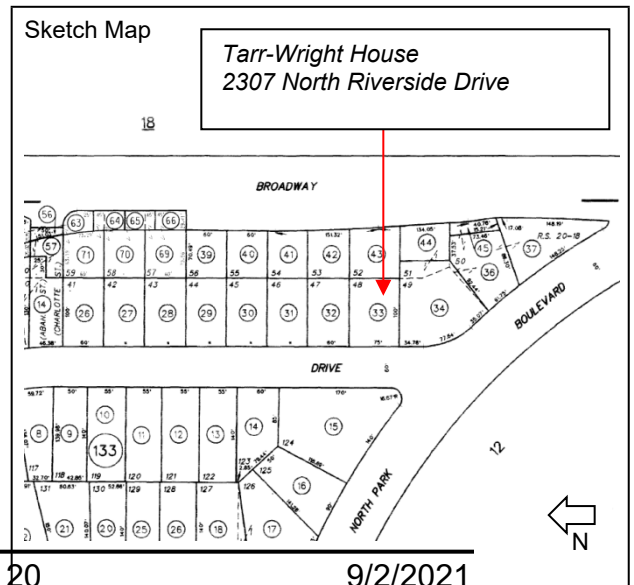
(See Continuation Sheet 3 of 3.)

B13. Remarks:

***B14. Evaluator:** *Leslie Heumann/Chattel Inc.*

***Date of Evaluation:** *September 2, 2021*

(This space reserved for official comments.)



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

Ray P. Tarr and his wife were members of the Ebell Club and were actively involved in the Junior Ebell Riders. Mr. Tarr was actively identified with the investment banking field for many years and managed the Santa Ana office for the William A. Lower & Co. with O'Melveny, Wagenseller & Durst investment banking house, located in the First National Bank building. Robert B. Wright was also associated with the banking field. However, Mr. Wright was employed by Bank of America as the bank manager.

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

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

In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2021) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.

The Tarr-Wright House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the Colonial Revival Cape Cod style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood, and, as an example of the Colonial Revival Cape Cod style in the Floral Park neighborhood, "is a good example of period architecture". Character-defining features of the Tarr-Wright House that should be preserved include, but may not be limited to: original or replaced in-kind materials and finishes (siding and wood trim); roof configuration, materials, and treatment; massing and composition; fenestration (doors and windows); architectural detailing (entry, dormers and window shutters), and the one-garage.

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

- City of Santa Ana Building Permits*
- Santa Ana History Room Collection, Santa Ana Public Library*
- Sanborn Maps*
- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*
- Hess, Alan. Ranch House. New York: Harry N. Abrams, Inc. 2004*
- Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*
- McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*
- National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*
- Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*
- Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*
- "Alison Honer Dies at 84," The Santa Ana Journal, September 21, 1981.*
- "History of Floral Park." <http://www.floral-park.com/page2.html>.*
- Santa Ana and Orange County Directories, 1941-1962.*
- Santa Ana Daily Register, April 4, 1923*

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.



500' RADIUS

HRC 2021-16/ HRCA 2021-16/ HPPA 2021-15
2307 NORTH RIVERSIDE DRIVE
TARR-WRIGHT HOUSE

PLANNING AND BUILDING AGENCY



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Historic Resources Commission Staff Report
September 2, 2021

Topic: HRCA No. 2021-17, HRC 2021-17, HPPA No. 2021-16 – The Cecil E. Tozier House

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-17 and Historic Register Categorization No. 2021-17 (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 Gerald and Mary O'Connell, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

EXECUTIVE SUMMARY

Gerald and Mary O'Connell are requesting approval to designate an existing residence located at 2420 North Park Boulevard to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

DISCUSSION

Project Location and Site Description

The subject property is located on the south side of North Park Boulevard in the Floral Park neighborhood. The site contains a 2,357-square-foot, Spanish Colonial Revival style residence and attached garage on a 9,800-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 structure is 94 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 Cecil E. Tozier House, is a representative example of the Spanish Colonial Revival style. This house was originally constructed in 1927 and was valued at approximately \$8,000. At the time of its construction, the listed property owner was the Olbert A. Haley who lived in the property for seven years with his wife Ellen Haley. Mr. Haley, a partner in Haley and O'Conner, sold Hudson automobiles. In 1923, Haley was listed as a partner in the Dodge Brothers Motor Court located at 415 North Bush Street (Marsh, 1998). After 1934, the property was sold multiple times, including to Colonel William G. Archer (1934), O.E. Scharer (1937), and Mary E. Schofield (1938). In 1940, the property was sold to Cecil E. and Mary E. Tozier who resided on the property until the 1950s. Cecil E. Tozier was a "master musician," who played with the bands of John Phillip Sousa (five seasons), Arthur Pryor (two seasons), Herbert L. Clarke, among others. The property was sold to R. G. Harris in 1962 who resided in the property for an unknown amount of time.

The Cecil E. Tozier House is a one-story house constructed in the Spanish Colonial Revival architectural style. The house is asymmetric in design, with a roof clad in clay barrel tiles and exteriors covered in a hand-troweled stucco finish. The front (north) section of the house is capped by a cross-gabled roof with a covered entry patio integrated into its façade design, while a side-gabled roof extends towards the rear (south) of the property, embracing a generously sized rear courtyard patio. The front (north) elevation features a prominent recessed, wood multi-light casement picture window centered below the front-facing gable, and a pair of multi-light casement windows at either side of an exterior chimney rising above the roof clad in a hand-troweled stucco finish. The front-facing gable roof extends towards the west to create a covered entry with a series of arched openings facing an uncovered patio area that is enclosed by a hand-troweled stucco covered half-height wall. Fenestration along the sides and rear (east, west, and south) elevations consists of wood, double-hung windows with crisscross pattern design, four-over-over and six-over-six double-hung windows, and multi-light casement windows. Two secondary entries on the south elevation face the rear courtyard patio, characterized by multiple multi-paned French doors, and one sheltered by a secondary covered porch with arches. A one-story

garage with a flat roof and a parapet with clay barrel tile coping is attached to the residence and located towards the rear (south) of the property. Character-defining features of the Cecil E. Tozier House that should be preserved include, but may not be limited to: one-story massing; roof (cross-gabled configuration, clay barrel tile covering, overhangs where present); exterior finishes (hand-troweled stucco); front patio (half-height patio wall, arcade); covered front entry; attached chimney; recessed window and door openings; and original doors and windows, where extant.

The Cecil E. Tozier House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the Spanish Colonial Revival style. Additionally, the house has been categorized as “Contributive” because it contributes to the overall character and history of Floral Park and is representative example of Spanish Colonial Revival architecture.

Mills Act Agreement

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

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

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

Public Notification

The subject site is located within the Floral Park Neighborhood Association. 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, has been received from any members of the public.

ENVIRONMENTAL IMPACT

Pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is exempt from further review pursuant to Section 15331 of the CEQA Guidelines (Class 31 – Historical Resource Restoration/Rehabilitation) as these actions are designed to preserve historic resources. Based on this analysis, a Notice of Exemption, Environmental Review No. 2021-90 will be filed for this project.

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$482.11 annually, for a period of not less than ten years.

EXHIBIT(S)

1. Resolution
2. Mills Act Agreement
3. 500-Foot Radius Map

Submitted By:
Pedro Gomez, AICP, Associate Planner

Approved By:
Minh Thai, Executive Director of Planning and Building Agency, Planning and Building Agency

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2021-17 TO PLACE THE PROPERTY LOCATED AT 2420 NORTH PARK BOULEVARD, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2021-17 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 September 2, 2021, 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. 2021-17) and categorization (Historic Resources Commission Categorization No. 2021-17) of the Cecil E. Tozier House located at 2420 North Park Boulevard, Santa Ana.
- B. The Cecil E. Tozier House has distinctive architectural features of the Spanish Colonial Revival style and was built in 1927.
- C. The Cecil E. Tozier House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the Spanish Colonial Revival style. Additionally, the house has been categorized as “Contributive” because it contributes to the overall character and history of Floral Park and is representative example of Spanish Colonial Revival architecture. Character-defining features of the Cecil E. Tozier House that should be preserved include, but may not be limited to: one-story massing; roof (cross-gabled configuration, clay barrel tile covering, overhangs where present); exterior finishes (hand-troweled stucco); front patio (half-height patio wall, arcade); covered front entry; attached chimney; recessed window and door openings; and original doors and windows, where extant.
- D. The legal owners of the property are Gerald and Mary O'Connell.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under CEQA Guidelines Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2021-90 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. 2021-17 to place the Cecil E. Tozier House located at 2420 North Park Boulevard, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2021-17 placing the Cecil E. Tozier House located at 2420 North Park Boulevard, 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 2nd day of September, 2021.

Tim Rush
Chairperson

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

By: John M. Funk
John M. Funk
Sr. 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. 2021-XXX to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on September 2, 2021.

Date: _____

Commission Secretary
City of Santa Ana

**EXHIBIT A
LEGAL DESCRIPTION**

APN	Address	Legal Description	Owner Names
002-121-06	2420 North Park Boulevard	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(S) 37 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE(S) 33 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	Gerald and Mary O'Connell

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 **Gerald F. O’Connell and Mary E. O’Connell, husband and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2420 North Park Boulevard, 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 **2420 North Park Boulevard, 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 **October 20, 2021**, 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 2420 North Park Boulevard, Assessor Parcel Number, 002-121-06, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic

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

8. No Compensation.

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

9. Notice.

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

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

Owners: Gerald and Mary O'Connell
2420 North Park Boulevard
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
GERALD F. O'CONNELL

Date: _____

By: _____
MARY E. O'CONNELL

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
JOHN M. FUNK
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(S) 37 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE(S) 33 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 002-121-06

EXECUTIVE SUMMARY

Cecil E. Tozier House
2420 North Park Boulevard
Santa Ana, CA 92706

NAME	Cecil E. Tozier House			REF. NO.
ADDRESS	2420 North Park Boulevard			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1927	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	None	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: Not for Publication Unrestricted

Prehistoric Historic Both

ARCHITECTURAL STYLE: Spanish Colonial Revival

The Mission/Spanish Colonial Revival style, as its name implies, encompasses two major subcategories. The Mission Revival vocabulary, popular between 1890 and 1920, drew its inspiration from the missions of the Southwest. Identifying features include curved parapets (or espadaña); red tiled roofs and coping; low-pitched roofs, often with overhanging eaves; porch roofs supported by large, square piers; arches; and wall surfaces commonly covered in smooth stucco. The Spanish Colonial Revival flourished between 1915 and 1940, reaching its apex during the 1920s and 1930s. The movement received widespread attention after the Panama-California Exposition in San Diego in 1915, where lavish interpretations of Spanish and Mexican prototypes were showcased. Easily recognizable hallmarks of the Spanish Colonial Revival are low-pitched roofs, usually with little or no overhangs and red tile roof coverings, flat roofs surrounded by tiled parapets, and stuccoed walls. The Spanish vocabulary also includes arches, asymmetry, balconies and patios, window grilles, and wood, wrought iron, tile, or stone decorative elements.

SUMMARY/CONCLUSION:

The Cecil E. Tozier House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the Spanish Colonial Revival style. Additionally, the house has been categorized as “Contributive” because it contributes to the overall character and history of Floral Park and is representative example of Spanish Colonial Revival architecture (Santa Ana Municipal Code, Section 30-2.2).

EXPLANATION OF CODES:	
<ul style="list-style-type: none"> • <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.
<ul style="list-style-type: none"> • It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values. 	
5S3:	Appears to be individually eligible for local listing or designation through survey evaluation

State of California — The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
 HRI # _____
 Trinomial _____
 NRHP Status Code _____

Other Listings _____
 Review Code _____ Reviewer _____ Date _____

Page 1 of 3 Resource name(s) or number (assigned by recorder) *Cecil E. Tozier House*

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County *Orange County*

*b. USGS 7.5' Quad *TCA 1725*

Date: *March 3, 2015*

*c. Address *2420 North Park Boulevard*

City *Santa Ana*

Zip *92706*

*e. Other Locational Data: *Assessor's Parcel Number 002-121-06*

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

The Cecil E. Tozier House is a one-story house constructed in the Spanish Colonial Revival architectural style. The house is asymmetric in design, with a roof clad in clay barrel tiles and exteriors covered in a hand-troweled stucco finish. The front (north) section of the house is capped by a cross-gabled roof with a covered entry patio integrated into its façade design, while a side-gabled roof extends towards the rear (south) of the property, embracing a generously sized rear courtyard patio. The front (north) elevation features a prominent recessed, wood multi-light casement picture window centered below the front-facing gable, and a pair of multi-light casement windows at either side of an exterior chimney rising above the roof clad in a hand-troweled stucco finish. The front-facing gable roof extends towards the west to create a covered entry with a series of arched openings facing an uncovered patio area that is enclosed by a hand-troweled stucco covered half-height wall. Fenestration along the sides and rear (east, west, and south) elevations consists of wood, double-hung windows with crisscross pattern design, four-over-over and six-over-six double-hung windows, and multi-light casement windows. Two secondary entries on the south elevation face the rear courtyard patio, characterized by multiple multi-paned French doors, and one sheltered by a secondary covered porch with arches. A one-story garage with a flat roof and a parapet with clay barrel tile coping is attached to the residence and located towards the rear (south) of the property. The property is generally landscaped with low vegetation, shrubs, and lawn. The house appears intact and is in good condition.

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

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

P5a. Photo



P5b. Photo: (view and date)

July 2021

North elevation, facing southeast.

*P6. Date Constructed/Age and

Sources: historic

1927/City of Santa Ana Building Permit

*P7. Owner and Address:

*Gerald and Mary O'Connell
 2420 North Park Boulevard
 Santa Ana, CA 92706*

*P8. Recorded by:

*Pedro Gomez, Associate Planner
 20 Civic Center Plaza M-20
 Santa Ana, CA 92702*

*P9. Date Recorded:

September 2, 2021

*P10. Survey Type:

Intensive Survey

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

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

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or #: Cecil E. Tozier House

B1. Historic Name: Cecil E. Tozier House

B2. Common Name: Same

B3. Original Use: Single-family residence

B4. Present Use: Single-family Residence

***B5. Architectural Style:** Spanish Colonial Revival

***B6. Construction History:** (Construction date, alterations, and date of alterations): February 4, 1927. Constructed. \$8,000.

January 25, 1978. Breakfast nook for Ed Cocco, owner. \$900.

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

***B8. Related Features:** Attached Garage.

B9a. Architect: Unknown

b. Builder: E.A. Noe

***B10. Significance: Theme** Residential Architecture **Area** Santa Ana
Period of Significance: 1927 **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 Cecil E. Tozier House is architecturally significant as a characteristic example of the Spanish Colonial Revival style. This house was originally constructed in 1927 and was valued at approximately \$8,000, according to the original building permit. At the time of its construction, the listed property owner was the Olbert A. Haley, who lived in the property for seven years with wife Ellen Haley. Mr. Haley, a partner in Haley and O'Conner, sold Hudson automobiles. In 1923, Haley was listed as a partner in the Dodge Brothers Motor Court located at 415 North Bush Street (Marsh, 1998). After 1934, the property was sold multiple times, including to Colonel William G. Archer (1934), O.E. Scharer (1937), and Mary E. Schofield (1938). Mary E. Schofield graduated from the University of California and taught mathematics at Santa Ana Polytechnic High School. In 1940, the property was sold to Cecil E. and Mary E. Tozier who resided on the property until the 1950s. Cecil E. Tozier was a "master musician," who played with the bands of John Phillip Sousa (five seasons), Arthur Pryor (two seasons), Herbert L. Clarke, among others. As a woodwind player, Tozier played the English horn, oboe, clarinet, and saxophone, but also played the piano. While not playing in an orchestra, Tozier would teach out of his home. The property was sold to R. G. Harris in 1962 who resided in the property until 1978.

(See Continuation Sheet 3 of 3.)

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

***B12. References:**

- Ancestry.com
- City of Santa Ana Building Permits
- Santa Ana History Room Collection, Santa Ana Public Library
- Sanborn Maps

(See Continuation Sheet 3 of 3.)

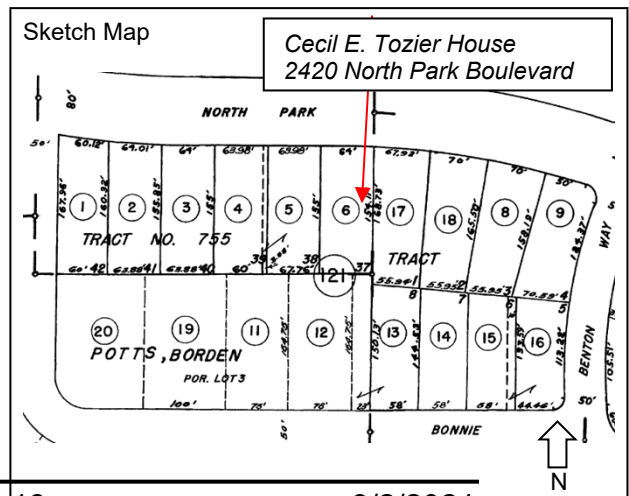
B13. Remarks:

***B14. Evaluator:** Leslie Heumann, Chattel Inc.

***Date of Evaluation:** September 2, 2021

(This space reserved for official comments.)

Historic Resources Commission 4 - 19



9/2/2021

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

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

The Cecil E. Tozier House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of oranges, avocados, and walnuts and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (Orange County Register, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (Orange County Register, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.

In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2021) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.

The Cecil E. Tozier House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the Spanish Colonial Revival style. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park and is representative example of Spanish Colonial Revival architecture (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Cecil E. Tozier House that should be preserved include, but may not be limited to: one-story massing; roof (cross-gabled configuration, clay barrel tile covering, overhangs where present); exterior finishes (hand-troweled stucco); front patio (half-height patio wall, arcade); covered front entry; attached chimney; recessed window and door openings; and original doors and windows, where extant.

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

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*
Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.
Santa Ana and Orange County Directories, 1905-2021.
Newspapers.com (Santa Ana Register)
"Passes \$1,000,000 Mark In Car Sales In Six Years Here." Santa Ana Register, 20 October 1923.
"Experienced Instructors Will Join Teaching Staff At Beginning Of New Year." Santa Ana Register, 12 July 1926.
"C.E. Tozier, Orange County Boy, Member of Sousa Band Appearing In S.A. Tomorrow." Santa Ana Register, 7 November 1928.
"Tozier To Speak On Oboe Saturday." Santa Ana Register, 30 May 1940.
"Introducing...Cecil E. Tozier" Display Ad. Santa Ana Register, 14 September 1940.
"Cecil E. Tozier" Display Ad. Santa Ana Register, 5 October 1940.

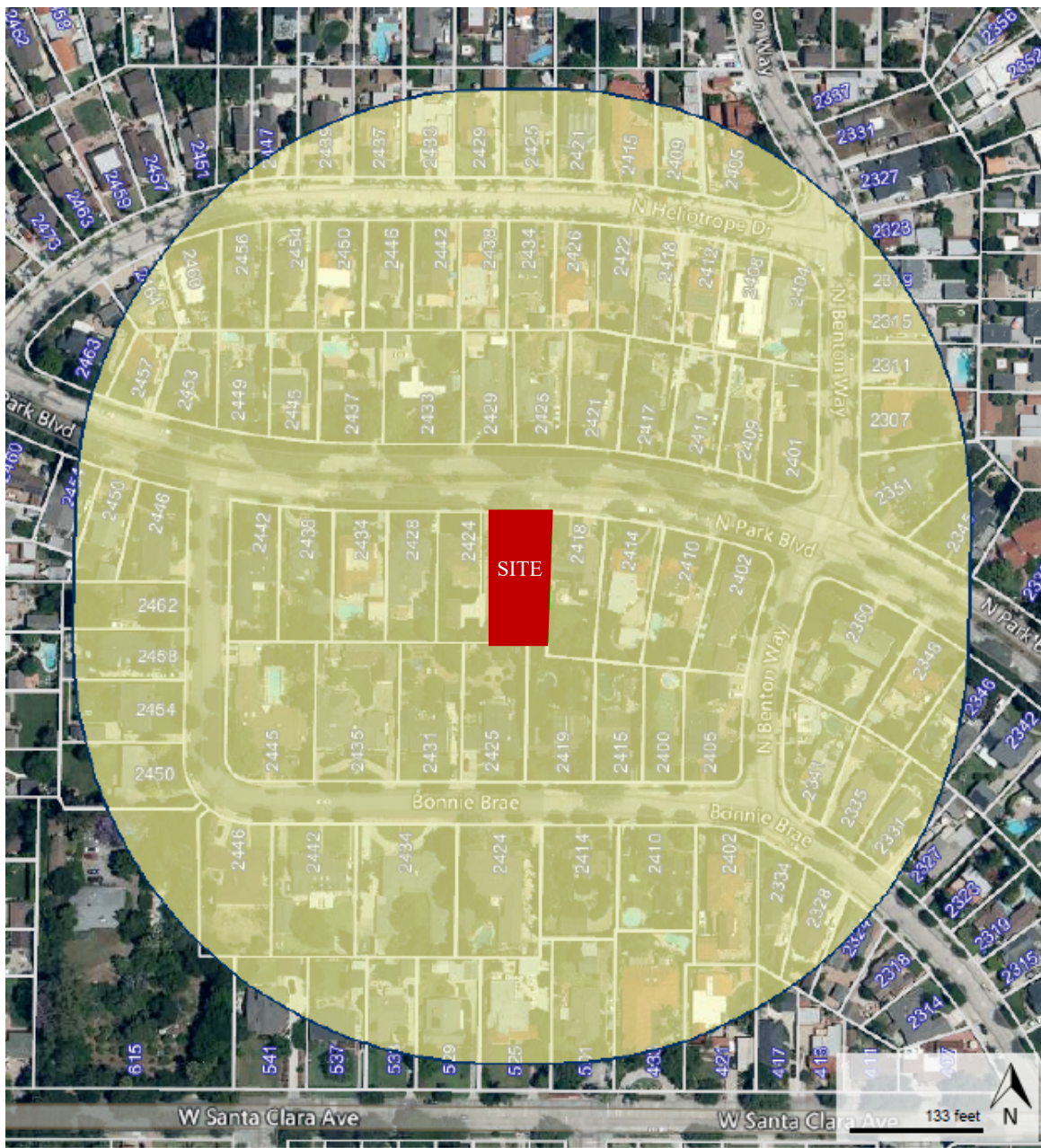
Exhibit C

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

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

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

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



500' RADIUS

HRC 2021-17/ HRCA 2021-17/ HPPA 2021-16
2420 NORTH PARK BOULEVARD
CECIL E. TOZIER HOUSE

PLANNING AND BUILDING AGENCY