

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement ("Agreement") is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as "City"), and **David Bush Smith, Trustee of The David Bush Smith Living Trust dated July 15, 2009**, (hereinafter collectively referred to as "Owner"), owner of real property located at **825 North Lacy 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 **825 North Lacy 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 2, 2024**, 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.

f. Owner shall implement the rehabilitation and restoration work items as discussed in detail in Exhibit D, "Proposed Structure Improvements" and the City Council Historic Property Preservation Agreement (HPPA No. 2024-08) staff report dated July 15, 2024. All work items shall be completed within the first ten years of the Mills Act Agreement. Proof of completion, as requested by the City of Santa Ana, will be required in order to satisfy and maintain the Mills Act Agreement. Staff approval is required before items are amended or removed/replaced from the improvements list.

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 **825 North Lacy Street**, Assessor Parcel Number, **398-042-01**, 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.

c. This property is listed in the Santa Ana Register of Historical Properties (Register). In any real property transaction, the owner of this property or the owner's representative shall provide the buyer of this property with notice that the property is listed on the City's historic Register.

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: City Clerk's Office

Owners: David Bush Smith, Trustee of The David Bush Smith Living Trust dated July 15, 2009
Attn: David Bush Smith
825 North Lacy Street
Santa Ana, CA 92701

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

JENNIFER L. HALL
City Clerk

ALVARO NUÑEZ
City Manager

OWNER

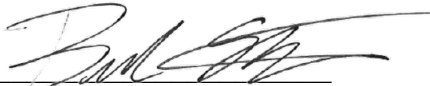
Date: _____

By: _____
DAVID BUSH SMITH
Trustee of The David Bush Smith Living
Trust dated July 15, 2009

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: 
BRANDON SALVATIERRA
Deputy City Attorney


MINH THAI
Executive Director
Planning and Building Agency

EXHIBIT A

LEGAL DESCRIPTION

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

LOTS 4, 5, 6 AND THE SOUTHEASTERLY 15.00 FEET OF LOT 3, IN BLOCK 74 OF THE TOWN OF SANTA ANA EAST, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BLOCK 10 PAGES 43 AND 44 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM THE SOUTHEASTERLY 20.00 FEET OF SAID LOT 6.

Assessor's Parcel Number: 398-042-16

EXECUTIVE SUMMARY

Exhibit B

DUGGAN HOUSE
825 North Lacy Street
Santa Ana, CA 92701

NAME	Duggan House			REF. NO.
ADDRESS	825 North Lacy Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1906	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	French Park	NEIGHBORHOOD	French Park	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	1D	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Mixed: Queen Anne (Late Victorian), Bungalow/Craftsman, Colonial Revival

The Queen Anne (Late Victorian) (also known as the Queen Anne Revival) dominated residential architectural design during the last twenty years of the nineteenth century in the West, and was nearly as influential on early commercial buildings. Identifying features include the front-facing gable roof; ornate decoration of wood or metal along the eave and in the gable end; avoidance of flat wall surfaces through the use of applied ornamentation of wood or metal; and classical columns or pilasters. Multi-storied residential and commercial examples often incorporated bay windows, sometimes topped with towers. The style borrowed heavily from late Medieval models, with the addition of other regional interpretations. Some of the most well-developed examples can be found in California and in the southern states (McAlester, 263-268).

Closely related to the English Arts and Crafts Movement, American Bungalow/Craftsman architecture was popularized by *The Craftsman* magazine and architects such as Charles and Henry Greene of Pasadena. It drew from the wood building traditions of Japan and Switzerland as well as the medieval themes favored by the Arts and Crafts philosophers. Craftsman architecture stressed honesty of form, materials, and workmanship, eschewing applied decoration in favor of the straightforward expression of structure. A new appreciation of nature was evident in horizontal lines that reached out to embrace the landscape and the incorporation of capacious porches into building plans. Primarily a residential style, Craftsman architecture can be identified by low pitched gable and hipped roofs with exposed rafters and beams in deep overhangs; wood lap or shingle siding and an occasional use of stucco; extensive use of stone or brick as a secondary material; horizontal emphasis apparent in roof lines, headers, and battered porch supports; and broadly proportioned wood framed windows, often clustered in bands. Craftsman homes were built from circa 1902 until the early 1920s.

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

SUMMARY/CONCLUSION:

The Duggan House was listed in the National Register of Historic Places in 1999 as a contributor to the French Park Historic District. Under the regulations implementing the California Register of Historical Resources, the building is also listed in the California Register. It also qualifies for listing in the Santa Ana Register of Historical Property under Criterion 1 as representative of the distinguishing characteristics of several architectural styles popular in the first years of the twentieth century. Additionally, the house has been categorized as "Landmark" because it "has a unique architectural significance" (Municipal Code, Section 30-2.2).

EXPLANATION OF CODES:

- **National Register Criteria for Evaluation:** (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - C:** that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- **National Register Status Code:** (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - 1D:** Contributor to a listed district.

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) *Duggan House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad *TCA 1725*

*c. Address *825 North Lacy Street*

*a. County *Orange County*

Date: _____

City *Santa Ana*

Zip *92701*

*e. Other Locational Data: Assessor's Parcel Number: *398-042-16* Santa Ana East Block: *74* Lots: *4,5,6-EX SELY 20ft* of SAID Lot: *6*-also Por Lot 3 (SELY 15 ft of SAID Lot: *3*)

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

The most notable feature of this 1906 two-story house is the pentagonal turret with conical roof projecting from its upper southwest corner. The house exhibits box-like massing with a steeply pitched, pyramidal hipped roof. Narrow clapboard sheathes the walls and porch railings. Most windows are double-hung sash. The house shares characteristics of several styles: Queen Anne, Craftsman, and Colonial Revival. The turret with boxed and bracketed eaves and the second story bay window are suggestive of the Queen Anne style. Craftsman features include exposed rafter tails and a large tripartite window on the first floor, north of the entrance. The window has a fixed center pane and sidelights topped by a multipane transom. The front porch is recessed into the southwest corner of the building. Three columns with exaggerated entasis supporting the porch roof are Colonial Revival in style. Closely spaced brackets line the frieze separating the first and second floors. An oval window distinguishes a first floor cant bay on the south elevation. Another cant bay, with a squared bay above, is located on the north elevation. The house was moved to the site in 1987 from the southeast corner of Sycamore and Pine Streets and has been fully restored. The front door screen, pole lamp, and picket fence were added later.

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

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

P5a. Photo



P5b. Photo: (view and date)
West and south elevations
March 2002

*P6. Date Constructed/Age and Sources: ☒ historic
1906/ Source: National Register nomination

*P7. Owner and Address:
Stephen and Cinda Norris
825 North Lacy Street
Santa Ana, CA 92701

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

*P9. Date Recorded:
April 10, 2002

*P10. Survey Type:
Intensive Survey Update

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

Les, Kathleen. "Historic Resources Inventory French Park District." September 1979.

Marsh, Diann. "French Park Historic District." National Register Nomination Form, February 1998.

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

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

*NRHP Status Code 1D

*Resource Name or #: *Duggan House*

B1. Historic Name: *Duggan House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Mixed: Queen Anne (Late Victorian), Bungalow/Craftsman, Colonial Revival*

*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed in 1906.*

January 21, 1988. Relocate single family dwelling.

January 21, 1988. Two car garage.

May 30, 1989. Extend kitchen, bathroom, install laundry room, remodel second floor bathroom, extend second floor deck

June 1, 1989. Install air conditioning.

March 19, 1992. Remodel second floor bathroom.

*B7. Moved? ☐ No ☒ Yes ☐ Unknown Date: September 1987 Original Location: 222 South Sycamore at Pine Streets

*B8. Related Features:

B9a. Architect: *Unknown*

b. Builder: *Unknown*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *circa 1880-1946*

Property Type: *Single-family Residence*

Applicable Criteria: *C*

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

The Duggan House is a characteristic example of the eclecticism popular in the early years of the twentieth century, combining Queen Anne, Craftsman, and Colonial Revival stylistic elements. Although constructed elsewhere and moved to this site in 1987, the Duggan House is representative of the period, architecture, and historical associations that characterize French Park and thus is also important as a contributor to the French Park Historic District. According to previous research, William and Clara Duggan were the original owners. Mr. Duggan was in the insurance business and active in civic affairs. The Duggans lived in the house for decades; William Duggan passed away in 1930 and his widow, Clara, remained in the house until her death in 1947 (Marsh, 1998).

(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

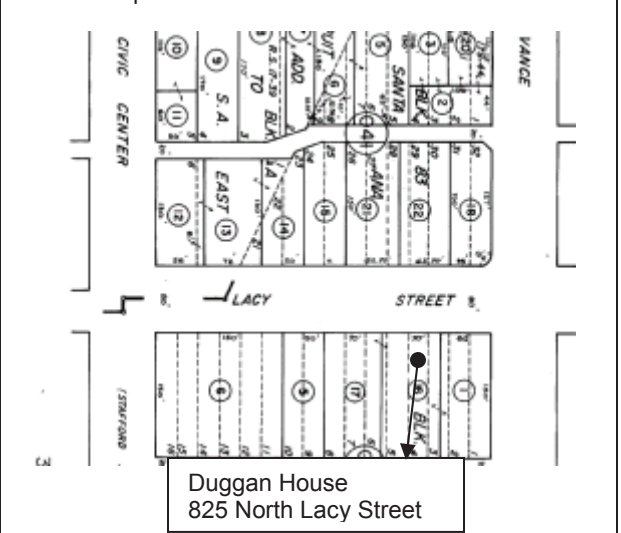
(See Continuation Sheet 3 of 3.)

B13. Remarks:

*B14. Evaluator: *Leslie J. Heumann*

(This space reserved for official comments.)

Sketch Map



*Date of Evaluation: *April 10, 2002*

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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3

Resource Name or # (Assigned by recorder) *Duggan House*

*Recorded by *Leslie J. Heumann, Peter C. Moruzzi, SAIC*

*Date *April 10, 2002*

☒ Continuation ☐ Update

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

Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. In 1877, Spurgeon, along with James McFadden and James Fruit, formed the Western Development Company with the intention of bringing the Southern Pacific Railroad from its then terminus in Anaheim into Santa Ana. Thinking to capitalize on commercial growth around the railroad, the partners purchased 160 acres adjacent to the eastern city boundary at French Street. Although they were successful in luring the Southern Pacific to a new depot on Fruit Street in Santa Ana in 1878, the expected commercial development of "Santa Ana East" never materialized. Early growth and development of the town continued to be centered further west around Fourth and Main Streets, with the result that the legacy of Santa Ana East is an angled street plan whose intersection with the original city is marked by a small, triangular parcel, developed in the 1890s as Flatiron Park, now known as French Park. Santa Ana continued to grow, stimulated by the arrival of the Santa Fe Railroad in 1886. Following its incorporation as a city in 1886, Santa Ana was recognized as one of the leading communities in the area in 1889 when it became the seat of the newly created County of Orange.

Beginning in the 1880s and continuing well into the twentieth century, the area around the park began to be developed with many of the finest homes in Santa Ana. Examples of Victorian era, turn of the century, and Craftsman homes were built along the tree-lined streets. By the 1920s, most streets in the neighborhood were fully developed, although a few revival styled single family homes and duplexes were built during the 1920s, and a handful of apartments constructed in the 1930s. From the nineteenth century onwards, residents were a "Who's Who" of early Santa Ana, and included bankers, attorneys, doctors, businessmen, ranchers, teachers and others active in the civic and social life of the city.

Once known as the "Nob Hill" of Santa Ana, French Park declined in the 1940s and 1950s as some homes were converted into rooming houses and others were allowed to deteriorate. In the 1960s and 1970s some houses were demolished and the properties redeveloped with multi-family housing. However, a grass roots preservation effort begun in the late 1970s led to the establishment of a local historic district in 1984 and the listing of the neighborhood in the National Register of Historic Places in 1999. One of the activities undertaken in support of the historic district has been the relocation of several historic homes slated for demolition into French Park.

The Duggan House was listed in the National Register of Historic Places in 1999 as a contributor to the French Park Historic District. It is therefore listed in the California Register of Historical Resources and is located within the boundaries of the locally designated historic district. It also qualifies for listing in the Santa Ana Register of Historical Property under Criterion 1 as a representative example of the blending of architectural styles popular in the early years of the twentieth century. Additionally, the house has been categorized as "Landmark" for its unique architectural significance. Characteristic Queen Anne (Late Victorian) features include the five-sided turret and bay windows. Rafter tails and the tripartite window are Craftsman in design. The trio of porch columns suggest the Colonial Revival style. All original and restored exterior features of the Duggan House are character-defining and should be preserved, including: materials (wood) and finishes (siding); roof configuration and detailing; turret; bay and other windows (including surrounds); front door; porch details; and architectural details such as brackets, rafter tails, and columns.

***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.

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

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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.

Exhibit D: Proposed Structure Improvements (“Work Plan”)

825 North Lacy Street

Item	Year	Improvement
1	2024	Reroof main house and garage and repair eaves as needed, like-for-like
2	2024	Remove internal masonry fireplace and chimney due to structural safety concerns, and repair external wood chimney like-for-like
3	2024	Repair windows and exterior window framing on main house and garage, like-for-like
4	2024	Repair window screens throughout
5	2024	Repair termite damage as needed
6	2026	Repaint exterior
7	2027	Replace north side door with period-appropriate door and hardware
8	2028	Replace exterior lighting with period-appropriate lighting on main house and garage
9	2029	Replace plastic door screens with period-appropriate wood screens
10	2030	Replace gutters with compatible gutters (choosing appropriate color and material)
11	2031	Repair siding on main house and garage as needed, like-for-like
12	2032	Replace garage door with period-appropriate garage door