

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Kevin T. Nguyen, a married man, as his sole and separate property**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2301 North Westwood Avenue, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2301 North Westwood Avenue, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property.”
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

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

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

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **May 21, 2025**, 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 "Executive Summary" and "Historical Property Description" attached hereto, marked collectively 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. As part of the periodic inspection, Owner shall supply information in a format determined acceptable by the representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization information required to determine compliance with the terms of this Agreement.

f. Owner shall implement the rehabilitation and restoration work items as discussed in detail in Exhibit D, "Proposed Structure Improvements" or "Work Plan" and the City Council Historic Property Preservation Agreement (HPPA No. 2025-01) staff report dated March 6, 2025. All work items shall be completed within the first ten years of the Mills Act Agreement, with specific items completed within the first five years including removing the non-compatible rear vinyl window, maintaining trimmed condition of landscaping and trees at the front of the property, repainting the exterior with a compatible color palette, removing the double security doors from the main entrance, changing the exterior lighting for historically-appropriate lighting, and removing and replacing the double glass block window (south façade) with a historically compatible window. 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 **2301 North Westwood Avenue**, Assessor Parcel Number, **001-176-01**, 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

Owner: Kevin T. Nguyen
2301 North Westwood Avenue
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{ Signature page follows }

ATTEST:

CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

ALVARO NUÑEZ
City Manager

OWNER

Date: 05-07-2025

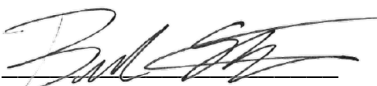
By: 

KEVIN NGUYEN

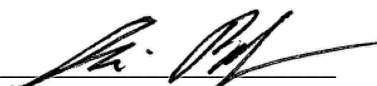
APPROVED AS TO FORM:

SONIA CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL:

By: 

BRANDON SALVATIERRA
Deputy City Attorney



ALI PEZESHKPOUR
Acting Executive Director
Planning and Building Agency

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1

LOT 6 OF TRACT NO. 3141, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 95 PAGES 47 AND 48 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2

THAT PORTION OF LOT 7 OF TRACT NO. 3141, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 95 PAGES 47 AND 48 MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 7 DISTANT THEREON NORTH 2° 44' 44" EAST 3 FEET FROM THE SOUTHEAST CORNER THEREOF AND RUNNING THENCE SOUTH 2° 44' 44" WEST 3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 89° 21' 50" WEST ALONG THE SOUTH LINE OF SAID LOT, 134.84 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 5.31 FEET; THENCE EASTERLY 134.84 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 001-176-01

EXECUTIVE SUMMARY

Exhibit B

Brophy House
2301 North Westwood Avenue
Santa Ana, CA 92706

NAME	Brophy House			REF. NO.
ADDRESS	2301 North Westwood Avenue			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1957	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	West Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION		C/3	CALIFORNIA REGISTER STATUS CODE	5S3

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Mid-Century Modern

Editor of *Arts and Architecture* magazine, John Entenza, and his influential sponsorship of the Case Study Program, greatly influenced the development of Mid-Century Modern architectural style. The Case Study Program, which included a series of residential designs (not all of which were constructed) was published between 1945-1966. The program emphasized modern design techniques and affordable construction methods that were easily replicated as a means to influence affordable housing production. Key design elements of the Case Study Program include stripped ornamentation, exposed structural components including wide beams as part of a post-and-beam structural system; flat or nearly flat roofs integrating generous overhangs; concrete flooring, and open floor plans. A strong emphasis on indoor-outdoor living was conveyed through the heavy utilization of glazed walls and interior and exterior courtyards. Mid-Century Modern style is an umbrella term that incapsulates a broad range of post-World War II modernist themes that were applied to a variety of property types including single-and-multi family residences, commercial buildings and centers, as well as large-scale educational, institutional, and industrial uses. The Mid-Century Modern style's period of significance is 1945-1975.

Character-defining features of the Mid-Century Modern style include use of wood or steel post and beam exposed construction, bountiful glazing, and an emphasis on indoor-outdoor living. In form and massing, the style is expressed through simple geometric volumes and horizontal massing, usually asymmetrical. The style includes little to no ornamentation. Roof shapes are often flat or have low-pitch gables, both with wide overhanging eaves. Additionally, highly-pitched A-frame roofs are a reflection of the style. Fenestration is typically flush-mounted metal framed windows that span floor-to-ceiling. Siding can include stucco, concrete block, brick, and wood.

SUMMARY/CONCLUSION:

The Brophy House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of a Mid-Century Modern style residential building. The recommended categorization is "Key" because it has a distinctive architectural style and quality reflective of the Mid-Century Modern style (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 5 Resource name(s) or number (assigned by recorder) *Brophy House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*a. County Orange County

*b. USGS 7.5' Quad: *Orange Quadrangle California-Orange County 7.5-Minute Series*

Date: 2022

*c. Address *2301 North Westwood Avenue*

City: *Santa Ana*

Zip: 92706

*e. Other Locational Data: *Assessor's Parcel Number 001-176-01*

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

Located on a corner parcel in West Floral Park, the Brophy House is a one-story, single-family Mid-Century Modern Style residence with an attached garage and rear pool (Figure 1). The building features a U-shaped plan that emphasizes privacy with two primary facades: the main living area in the west wing facing Westwood Avenue, and a louvered privacy wall with a rear yard entrance and an attached garage in the south wing facing Santa Clara Avenue (Figure 2). Asymmetrical in design, the house exhibits a horizontal emphasis expressed through a low-pitched, complex hipped roof with deep overhanging eaves and continuous fascia that wraps around the building's roofline (Figure 3). The center point where the west and south wings meet form a prominent southwest building corner with a slightly higher pitched gable roof than the majority of the building (Figure 4). The exterior of the house is clad primarily in a combination of stucco and stonewall, with minimal concrete block towards the rear. The main entrance, which is located behind security doors, is composed of double solid pedestrian doors with two doorknobs each adorned by round bronze ornamentation. The entrance is raised above two shallow stone-clad steps and is situated under a wide overhanging eave with a single cylinder support beam that forms the front porch (Figure 5).

(See Continuation Sheet 3 of 5.)

*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence and HP39. Other (swimming pool)*

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

P5a. Photo



P5b. Photo: (view and date)
(Figure 1) Primary (southwest) facade, view northeast, January 2025

*P6. Date Constructed/Age and Sources: ☒ historic
1957/ Original Building Permit

*P7. Owner and Address:
*Kevin T. Nguyen
2301 N Westwood Avenue
Santa Ana, CA 92706*

*P8. Recorded by:
*Andrea Dumovich Heywood
City of Santa Ana
20 Civic Center Plaza M-20
Santa Ana, CA 92702*

*P9. Date Recorded:
March 6, 2025

*P10. Survey Type:
Intensive Survey Update

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

*Attachments: ☐ None ☐ Location Map ☐ Sketch Map ☒ Continuation

Sheet ☒ Building, Structure, and Object Record

☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record

☐ Artifact Record ☐ Photograph Record ☐ Other (list)

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 5

*NRHP Status Code 5S3

*Resource Name or #: *Brophy House*

B1. Historic Name: *Brophy House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Mid-Century Modern*

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

September 10, 1957. Permit to construct a six-room residence and garage. \$23,000.

November 29, 1957. Plastering. Valuation unknown.

Januar 3, 1958. Pvt. Pool. \$2,500.

October 15, 1999. Reroof. \$8,400.

February 4, 2025. Legalize existing rear vinyl slider window. \$1,500.

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

*B8. Related Features: *swimming pool*

B9a. Architect: *Unknown*

b. Builder: *A.K. Herrick (contractor)*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1957*

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 Brophy House is architecturally significant as an intact example of a Mid-Century Modern-style house in Santa Ana. The original building permit is dated September 10, 1957 and indicates it was built as a single-family six-room residence and garage by contractor A.K. Herrick, at a cost of \$23,000. The original architect is unknown. The earliest known occupant is Joseph P. Brophy, who is listed on the original building permit. City directories note Mr. Brophy as the building's owner through 1962. The years 1963-1987 do not include the subject address in the directory or the directory itself was not available for research. Newspaper articles indicate that prior to owning 2301 N Westwood Avenue, Mr. Brophy moved to Santa Ana in 1939 and owned a café located at 220 E. 4th Street for at least ten years. Mr. Brophy, without any public office experience, ran for state assembly in 1954 and lost to Assemblyman Earle Stanley (*Santa Ana Register* February 18, 1954 and *Santa Ana Register* June 9, 1954). No pertinent information was uncovered regarding Mr. Brophy during his time occupying 2301 N Westwood Avenue. The next known owner, Bernie Barnette, owned the subject property from circa 1989 to 2008, per available city directories. Mr. Barnette worked for MacLean sales department in the 1950s as well as worked as a used car manager (*Santa Ana Register* May 1, 1955). No other information was uncovered. The property remained in the Barnette family until 2024, when current owner Kevin Nguyen purchased the property from Bradley Barnette (See Continuation Sheet 3).*

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

*B12. References:

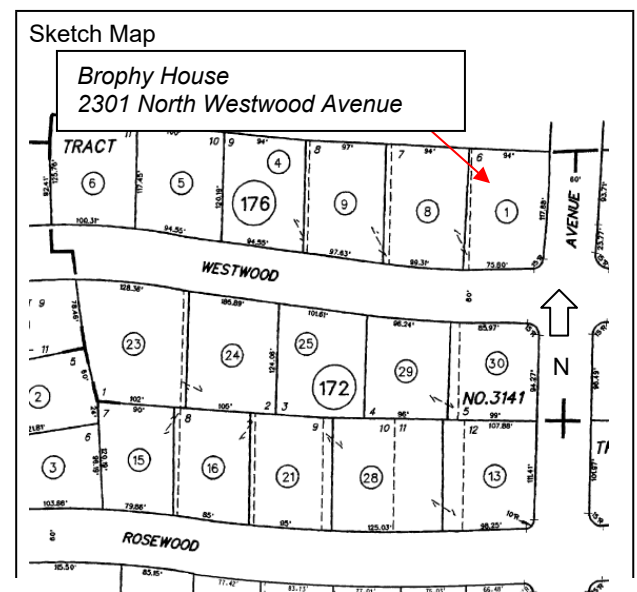
(See Continuation Sheet 4 of 5.)

B13. Remarks: *None*

*B14. Evaluator: *Andrea Dumovich Heywood, City of Santa Ana.*

*Date of Evaluation: *March 6, 2025*

(This space reserved for official comments.)



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

Primary # _____

HRI # _____

Trinomial _____

Page 3 of 5

Resource Name: *Brophy House*

*Recorded by *Andrea Dumovich Heywood*
DPR 523B (1/95)

*Date *March 6, 2025* ☒ Continuation

☐ Update

*Required information

***P3a. Description (continued):**

Window fenestration throughout the property includes a mix of materials, primarily comprised of aluminum and wood-frame windows. On the primary (west) façade, fenestration includes a pair of narrow casement windows to the north and floor-to-ceiling fixed wood windows at the south corner near the main entrance. Below the southwest gable roof are two wood-frame trapezoidal transoms (Figure 6). Window fenestration on the primary (south) façade includes a single wood-framed stained-glass window, one tripartite aluminum-frame casement window, one double glass block window, and a jalousie window. Remaining rear-facing window fenestration throughout the interior courtyard includes several sets of floor-to-ceiling aluminum slider and fixed windows, large floor-to-ceiling fixed wood windows that span the façade and building corner, and a single vinyl replacement slider window (Figure 7). The north (side) façade contains two sets of aluminum-frame casement windows and one group of aluminum-frame transom casement and fixed windows. Additional architectural features include the use of stonewall material that is applied on the central stonewall chimney, shallow front porch steps, and front yard planters; wood shutters which flank the aluminum casement windows at the primary (west) façade; prominent window sill located on the wood-frame windows and single jalousie window; three long beams extending past the gable's end at the southwest gable; and rear swimming pool (Figure 8). The property is landscaped with a front lawn, low shrubs, palm trees and tropical-themed plants, and other Mid-Century Modern themed vegetation.

***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.

Since the second half of the twentieth century, the neighborhood in which the Brophy House is located has been known as West Floral Park. Bounded by Santiago Creek on the north, West Seventeenth Street on the south, North Flower Street on the east and North Bristol Street on the west, this residential area largely developed after 1947. Prior to that time, the area was primarily agricultural, and other than Flower Street, which was improved with houses during the 1920s and 1930s, contained only a handful of residences on Baker and Bristol Streets, the City Water Works pumping plant at 2315 North Bristol Street, and the Animal Shelter and City/County Pound at 2321 North Bristol Street. Between 1947 and 1950, around two dozen homes were constructed on Baker, Olive, Towner, and Westwood Streets. Construction boomed throughout the neighborhood during the 1950s, with the California Ranch emerging as the favored residential style.

The Brophy House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example of a Mid-Century Modern style home in Santa Ana. Located in West Floral Park, the house cost \$23,000 to build in 1957. The recommended categorization is "Key" because it has a distinctive architectural style and quality reflective of the Mid-Century Modern style (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Mid-Century Modern style exhibited by the house include its U-shaped plan; two primary (west and south) facades; asymmetrical design; horizontal emphasis expressed through low-pitched, complex hipped roof with deep overhanging eaves; continuous fascia that wraps around the building's roofline; southwest gable roof with trapezoidal transoms; original windows and doors consisting of aluminum and wood frames; one jalousie window; prominent window sill on wood-frame windows and one jalousie window; stucco and stonewall cladding throughout; main entrance within front porch composed of double doors with bronze doorknob ornamentation; stonewall chimney; stone-clad front porch steps and planter boxes; louvered privacy wall with a rear yard entrance; attached garage; and front lawn with tropical landscaping.

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

Ancestry.com. U.S., City Directories, 1822-1995 [database on-line]. Lehi, UT, USA: Ancestry.com Operations, Inc., 2011.
_____. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.
_____. Ancestry.com. 1940 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012.
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Additional Figures:



Figure 2. Louvered privacy wall along the south wing, facing north.



Figure 3. The building's deep overhanging eaves, facing northeast.



Figure 4. The prominent southwest building corner with gable roof, facing north.



Figure 5. The main entrance is raised above two stone-clad steps and is situated under a wide overhanging eave that forms the front porch, facing northeast.



Figure 6. On the primary (west) façade, a pair of narrow casement windows, facing east.



Figure 7. At the rear, large floor-to-ceiling fixed wood windows span the façade, facing west.

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Figure 8. Primary (west) façade which contains stonewall material and wood shutters, among other features, facing east.

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.

Exhibit D

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

2301 North Westwood Avenue

Item	Year	Improvement
1	2025	Replace one rear vinyl slider window with new window that is compatible in materials, design, and operation. Planning Division staff approval required prior to issuance of Building permit.
2	2025	Trim exterior landscaping to expose and accentuate historic property features, such as the high gable roofline and corner/ribbon windows, to ensure a clear view of the primary (west and south) façades from the public right-of-way.
3	2025	Repaint exterior of residence with a historically-compatible color palette.
4	2026	Remove double security doors from the main entrance. Replacement doors require Planning Division staff approval prior to installment.
5	2027	Change out exterior lighting for historically-appropriate lighting. Planning Division staff approval required prior to installation.
6	2028	Remove and replace the double glass block window (south façade) with a period appropriate window that is compatible in materials, design, and operation. Planning Division staff approval required prior to issuance of Building permit.
7	2030	Replace non-original garage door with historically-compatible garage door, approved by Planning Division staff prior to installation.