

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 **Daniel Robert Neumann and Jessica Lee Neumann, Husband and Wife as Joint Tenants** (hereinafter collectively referred to as “Owner”), owner of real property located at **944 West Buffalo 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 **944 West Buffalo 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 8, 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 "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." Restoration of three (3) aluminum-frame tripartite windows at the primary (north) façade with wood material to match the existing wood window's trim and sill at the primary (north) façade and replacement of two (2) rear, kitchen doors with compatible wood Dutch doors shall be finalized within the first five years of the Mills Act Agreement, with all other work items completed within the first ten years of the Mills Act Agreement. Proof of status and completion, as requested from time to time 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 shall be 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 **944 West Buffalo Avenue**, Assessor Parcel Number, **001-185-17**, 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: Clerk of the Council

Owners: Daniel Robert and Jessica Lee Neumann
944 West Buffalo 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 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

JENNIFER L. HALL
City Clerk

THOMAS R. HATCH
Interim City Manager

OWNERS

Date: _____

By: _____
DANIEL ROBERT NEUMANN

Date: _____

By: _____
JESSICA LEE NEUMANN

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

LOTS 6 AND 7 OF TRACT NO. 3012, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 90, PAGE 6, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTH 42.00 FEET OF SAID LOT 7.

Assessor's Parcel Number: 001-185-17

EXECUTIVE SUMMARY

Exhibit B

Moss House
944 West Buffalo Avenue
Santa Ana, CA 92706

NAME	Moss House	REF. NO.	
ADDRESS	944 West Buffalo Avenue		
CITY	Santa Ana	ZIP	92703 ORANGE COUNTY
YEAR BUILT	1959	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: 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 1930s 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 Moss House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example of a Ranch Style house from the late-1950s. Additionally, the house qualifies for listing in the Santa Ana Register of Historical Property under Criterion 4b, for its association with Dr. William Moss who established his surgery practice in Santa Ana and continued to develop his medical career in Orange County for decades following, and for its association with Betty Moss, who contributed to Santa Ana and the greater Orange County community through her involvement with numerous community organizations. The recommended categorization is "Key" because it has a distinctive architectural style and quality reflective of the Ranch 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) *Moss 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 *944 West Buffalo Avenue*

City: *Santa Ana*

Zip: 92706

*e. Other Locational Data: *Assessor's Parcel Number 001-185-17*

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

The Moss House is a one story, single-family, Ranch Style residence located on a medium-sized corner parcel in the West Floral Park neighborhood (Figure 1). The asymmetrical main residence has two primary facades facing the north and west. It exhibits a rectangular-shaped plan with long horizontal massing facing Buffalo Avenue to the north. Its low-pitch hipped and multi-gabled roof is clad in asphalt shingles with overhanging eaves and exposed rafter tails. The exterior of the house is clad in a mix of horizontal wood panel siding, vertical wood panel siding, and stucco. At the primary (north) façade the building's expansive roof shelters over a detached garage, adjacent porte cochere, and the main house (Figures 2, 3, & 4). The primary entrance is setback within a covered porch at the primary (north) façade. The front door is made of a wood Dutch door with divided lights above paired wood paneling (Figure 5). Two large aluminum-frame windows, comprised of a central fixed window between two sliding windows and decorative wood shutters, flank the main entrance. A third window at the primary (north) façade below the front facing gable is a wood-frame window with a central fixed window between two sliding windows.

(See Continuation Sheet 3 of 5.)

*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-Family Residence and HP4. Ancillary building*

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

P5a. Photo



P5b. Photo: (view and date)

(Figure 1) Primary (north and west) elevations, view southeast, Nov 2023

*P6. Date Constructed/Age and Sources: historic
1959/ Orange County Assessor's

*P7. Owner and Address:
*Daniel Robert and Jessica Lee Neumann
944 West Buffalo 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 7, 2024

*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 #: *Moss House*

B1. Historic Name: *Moss House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

***B5. Architectural Style:** *Ranch Style*

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

October 20, 1958. Permit to construct a single residence with garage. \$20,000.

May 18, 1959. Guest house for Dr. Wm.Moss by S.A. Griswold.

April 11, 1966. Private swim pool by Wm. Moss-ower. \$3,000.

April 26, 1966. 7 foot slump stone wall for Dr. Robert Moss by Jack chandler \$400.

March 8, 2023. Change out five (5) windows and one (1) sliding glass door, like-for-like in size, from aluminum to vinyl on the guest house.

Unknown date. Front door replacement.

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

***B8. Related Features:** *Porte-Cochere, detached garage, detached accessory building, brise-soleil block wall, front lawn*

B9a. Architect: *Unknown*

b. Builder: *S. Griswold (owner-contractor)*

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

Period of Significance: *1959*

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 Moss House is architecturally significant as an intact example of a Ranch style house in Santa Ana. The original building permit is dated October 20, 1958, which indicates it was built as a single family residence and garage for owner and contractor S. Griswold for \$20,000, who appears to have been affiliated with the property only during the time of the initial building permit. Orange County Assessor's data indicates the build date as 1959. The original architect is unknown. City directories were not available from 1958-1959. The 1959 building permit notes that the detached guest house was constructed for Dr. William M. Moss, who was also listed as the property owner in the 1960 city directories. (See Continuation Sheet 3 of 5).

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

***B12. References:**

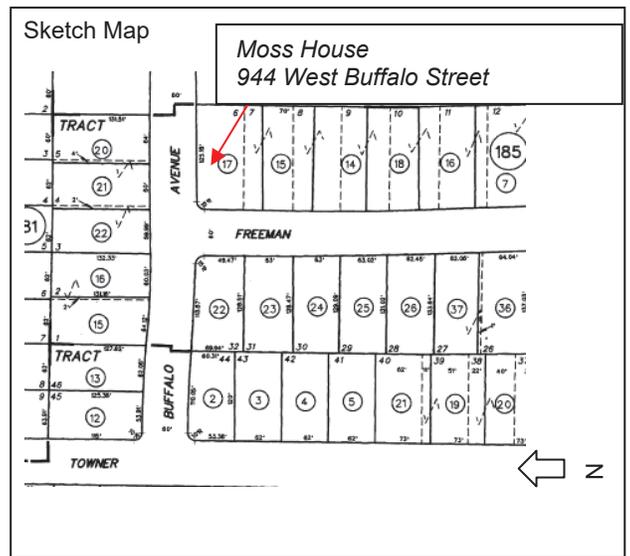
*City of Santa Ana Building Permits
Santa Ana History Room Collection, Santa Ana Public Library
Sanborn Maps
(See Continuation Sheet 4 of 5.)*

B13. Remarks: *None*

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

***Date of Evaluation:** *March 7, 2024*

(This space reserved for official comments.)



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

Fenestration on the side (west) façade is not visible due to a concrete block brise-soleil wall that blocks visibility. The side (east) façade contains one small louvered glass window within the interior of the porte-cochere and one partially glazed door. The rear (south) façade contains four aluminum-frame fully glazed sliding doors and one partially glazed door. One of the rear sliding doors has decorative wood shutters to match those on the primary (north) façade (Figure 6).

The garage door facing Buffalo Avenue is made of wood and has a row of rectangular upper lights and lower paneling. The garage's rear (south) façade contains a smaller utilitarian vehicular wood door and a single pedestrian wood door. The porte-cochere contains a wood double gate at its entrance at the primary (north) façade, with an interior vaulted gable ceiling.

Additional architectural features include two wood support beams at the front porch, a central brick chimney visible at the primary (north) façade, front entrance concrete pathway lined with brick on its sides, and minimal brick infill at the driveway delineating a "T" shape. The rear yard contains a single-story, detached guest house (accessory dwelling unit) with a rectangular footprint and a gable roof and a swimming pool (Figure 7). The accessory unit's main entrance is a wood door with divided lights over solid wood paneling. Window fenestration on the accessory unit consists of black vinyl slider windows with divided lights, black vinyl one-over-one hung windows, and a double sliding glass vinyl-framed door. The property is landscaped with a front lawn, small shrubs, and low brick planters.

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

*Dr. William M. Moss (1926-2018), was born in Evanston, Illinois and received his Doctor of Medicine degree from University of Illinois before moving to Santa Ana in 1957. In 1959, Dr. Moss began his surgeon practice at the Santa Ana Community Hospital and was later appointed as a board officer for the hospital in 1963 (William M. Moss, *The Orange County Register and The Register*, December 18 1963). His then wife, Betty Rupert Moss (1932-2018), was president of the Woman's Auxiliary for the Orange County Medical Association and was a board member in various local groups including Community Chest, St. Joseph Hospital Guild, and Assistance League of Santa Ana, among others (*The Register*, May 29 1964). In 1976, Dr. Moss and his wife Betty divorced. In the 1970s, Dr. Moss moved to Tustin and began the Doctor's Family Planning Clinic in Orange County, which offered full family planning services including abortions. When Roe v. Wade, the 1973 Supreme Court decision to legalize abortion, came under attack in the early 1990s, Dr. William Moss was targeted by anti-abortion activists and subject to ongoing harassment, including by a Tustin City Council member, at his home in North Tustin and at his medical practice in 1990 (*The Los Angeles Times*, May 13 1990). He was welcomed as the guest of honor at a Pro-Choice Orange County event one year later in 1991 (*The Los Angeles Times*, September 22 1991). Dr. Moss passed away in 2018.*

*After the divorce in 1976, Betty continued to be actively engaged in the Santa Ana and Orange County community. In 1981 she established the Orange County Business Committee for the Arts and served as its executive director for 28 years. In 1993, the OC Metro magazine named Betty one of "Ten Women Making a Difference in Orange County" and in 2008 she received a Certificate of Congressional Recognition from the OC Board of Supervisors for her community work (Betty Rupert Moss, *The Orange County Register*). Betty resided at the subject property for a total of 59 years until her death in 2018. In 2018, the property was purchased by its current owners, Daniel and Jessica Neumann.*

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 Moss 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 Moss House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example of a Ranch Style house from the late-1950s. Additionally, the house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4b, for its association with Dr. William Moss who established his surgeon practice in Santa Ana and

Page 4 of 5

Resource Name: *Moss House*

*Recorded by *Andrea Dumovich Heywood*

*Date *March 7, 2024* Continuation Update

continued to develop his medical career in Orange County for decades following, and for its association with Betty Moss, who contributed to Santa Ana and the greater Orange County community through her involvement with numerous community organizations. The recommended categorization is "Key" because it has a distinctive architectural style and quality reflective of the Ranch style (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Moss House include, but may not be limited to: two primary facades to the north and west; long horizontal massing; low-pitch hipped and multi-gabled roof clad in asphalt shingles with overhanging eaves and exposed rafter tails; wood panel siding, vertical wood panel siding, and stucco siding; one roof that covers the detached garage, porte-cochere, and main house; primary entrance set back into the building within a covered porch; large windows on the primary façade composed of a central fixed window flanked by two sliding windows (original/compatible material is wood with wood trim); window shutters; four large aluminum-frame sliding glass doors at the rear (south) façade; louvered window at the east façade; brise-soleil wall at west façade; detached guest house; two wood support beams at the front porch; a central brick chimney; front entrance concrete pathway lined with brick on its sides; minimal brick infill at the driveway delineating a "T" shape; and a front lawn with small shrubs and low brick planters.

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

Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.
*"Betty Rupert Moss." The Orange County Register, [https://obits.ocregister.com/us/obituaries/orangecounty/name/betty-moss-
obituary?id=8962138](https://obits.ocregister.com/us/obituaries/orangecounty/name/betty-moss-obituary?id=8962138). Accessed 23 January 2024.*
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Additional Figures:



Figure 2. At the primary (north) façade the building's expansive roof shelters over a detached garage, adjacent porte-cochere, and the main house, facing south.



Figure 3. The building's expansive roof shelters over a detached garage, adjacent porte-cochere, and the main house, facing south.



Figure 4. The building's expansive roof shelters over a detached garage, adjacent porte-cochere, and the main house, facing southwest.



Figure 5. The front door is made of a wood Dutch door with divided lights above paired wood paneling, facing south.



Figure 6. The rear (south) façade contains four aluminum-frame fully glazed sliding doors and one partially glazed door, facing northwest.



Figure 7. The rear yard contains a single-story, detached guest house (accessory dwelling unit) with a rectangular footprint and a gable roof, facing south.

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”)

944 West Buffalo Avenue

Item	Year	Improvement
1	2027	Restore three (3) aluminum-frame tripartite windows at the primary (north) façade with wood material to match the existing wood window’s trim and sill at the primary (north) façade.
2	2029	Replace two (2) rear, kitchen doors with compatible wood Dutch doors
3	2030	Replace all four (4) rear aluminum sliding doors with energy efficient sliders in aluminum material or a material comparable to aluminum (per Planning Staff’s approval).
4	2031	Remove top coat paint from front porch tiles and restore tiles back to its original material/design.
