



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

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

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-16 and Historic Register Categorization No. 2021-16 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Trevor Smith and Bridget Furey, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

EXECUTIVE SUMMARY

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

DISCUSSION

Project Location and Site Description

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

Analysis of the Issues

Historical Listing

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

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

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the structure is 81 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the Tarr-Wright House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Colonial Revival Cape Cod style. Emmet C. Rogers, a prolific Santa Ana builder and developer, built the residence in 1940. From the late 1930s through the following decade, Rogers was extremely active as a building contractor. However, developer and builder Allison Honer, was credited as the subdivider and builder of a major portion of northwest Santa Ana. In the late 1920s and 1930s, another builder, Roy Roscoe Russell, continued developing the groves of Floral Park.

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

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

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

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

Mills Act Agreement

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

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

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

Public Notification

The subject site is located within the Floral Park Neighborhood Association. The president of this Neighborhood Association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, has been received from any members of the public.

ENVIRONMENTAL IMPACT

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

FISCAL IMPACT

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

EXHIBIT(S)

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

Submitted By:
Pedro Gomez, AICP, Associate Planner

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

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2021-16 TO PLACE THE PROPERTY LOCATED AT 2307 NORTH RIVERSIDE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2021-16 PLACING SAID PROPERTY WITHIN THE CONTRIBUTIVE CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Historic Resources Commission of the City of Santa Ana hereby finds, determines, and declares as follows:

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

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

Section 2. In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under CEQA Guidelines Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2021-88 will be filed for this project.

Section 3. The Historic Resources Commission of the City of Santa Ana, after conducting the public hearing, hereby approves:

- A. Historic Resources Commission Application No. 2021-16 to place the Tarr-Wright House located at 2307 North Riverside Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2021-16 placing the Tarr-Wright House located at 2307 North Riverside Drive, Santa Ana, 92706 within the Contributive category.

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

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

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

ADOPTED this 2nd day of September, 2021.

Tim Rush
Chairperson

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

By: John M. Funk
John M. Funk
Sr. Assistant City Attorney

AYES: Commission members _____
NOES: Commission members _____
ABSTAIN: Commission members _____
NOT PRESENT: Commission members _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2021-XXX to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on September 2, 2021.

Date: _____

Commission Secretary
City of Santa Ana

**EXHIBIT A
LEGAL DESCRIPTION**

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

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

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **Trevor Smith and Bridget Furey, husband and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2307 North Riverside Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

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

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

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

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **October 20, 2021**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

2. Renewal.

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

3. Standards and Conditions for Historic Property.

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

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

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

4. Furnishing of Information.

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

5. Cancellation.

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

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

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

6. Enforcement of Agreement.

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

b. City does not waive any claim of default by the Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

7. Binding effect of Agreement.

a. Owner hereby subjects the Historic Property, located at **2307 North Riverside Drive**, Assessor Parcel Numbers, **002-131-32; 002-131-42**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

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

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

8. No Compensation.

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

9. Notice.

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

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

Owners: Trevor Smith and Bridget Furey
2307 North Riverside Drive
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
TREVOR SMITH

Date: _____

By: _____
BRIDGET FUREY

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
JOHN M. FUNK
Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

**EXHIBIT A
LEGAL DESCRIPTION**

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

PARCEL 1:

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

PARCEL 2:

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

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

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

EXECUTIVE SUMMARY

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

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

Location: Not for Publication Unrestricted

Prehistoric Historic Both

ARCHITECTURAL STYLE: Colonial Revival Cape Cod

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

SUMMARY/CONCLUSION:

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

EXPLANATION OF CODES:

- **California Register Criteria for Evaluation:** (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)
 - 3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
 - 5S3:** Appears to be individually eligible for local listing or designation through survey evaluation.

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

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

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

Other Listings _____
 Review Code _____ Reviewer _____ Date _____

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

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County *Orange County*

*b. USGS 7.5' Quad *TCA 1725*

Date: *March 3, 2015*

*c. Address *2307 North Riverside Drive*

City *Santa Ana*

Zip *92706*

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

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

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

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

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

P5a. Photo



P5b. Photo: (view and date)

*West elevation, view northeast
 July 2021*

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

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

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

*P9. Date Recorded:
September 2, 2021

*P10. Survey Type:
Intensive Survey Update

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

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

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or #: Tarr-Wright House

B1. Historic Name: *Tarr-Wright House*

B2. Common Name: *Same*

B3. Original Use: *Single-Family Residence*

B4. Present Use: *Single-Family Residence*

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

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

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

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

June 3, 1988. Reroof garage.

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

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

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

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

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

B9a. Architect: *Unknown*

b. Builder: *E.C. Rogers*

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

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

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

The Tarr-Wright House is architecturally significant for its highly characteristic use of the Colonial Revival Cape Cod style and historically notable for its association with a prominent local builder, Emmet C. Rogers. It was built in 1940 by E. C. Rogers for a total cost of \$10,000 including the residence and garage. Emmet C. Rogers was a prolific Santa Ana builder and developer. He was born in 1896 in Missouri (1930 Federal Census). By 1920, he had married his wife Juna and moved to Greeley, Colorado, where he was a high school teacher (1920 Federal Census). A few years later, in 1923, he had relocated his family to Santa Ana, and had a dual appointment at both Willard and Lathrop Junior High Schools, where he taught science (Santa Ana Daily Register, April 4, 1923). From the late 1930s through the following decade, Rogers was extremely active as a building contractor, often moving his family, perhaps to houses as he finished them, on Greenleaf (2144), Freeman (602 and 1315), and Towner (1010) (1930 Federal Census, Santa Ana Register July 29, 1940, 1947 and 1949 city directories).

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

(See Continuation Sheet 3 of 3.)

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

***B12. References:**

1920 Federal Census

1930 Federal Census

Santa Ana Register July 29, 1940

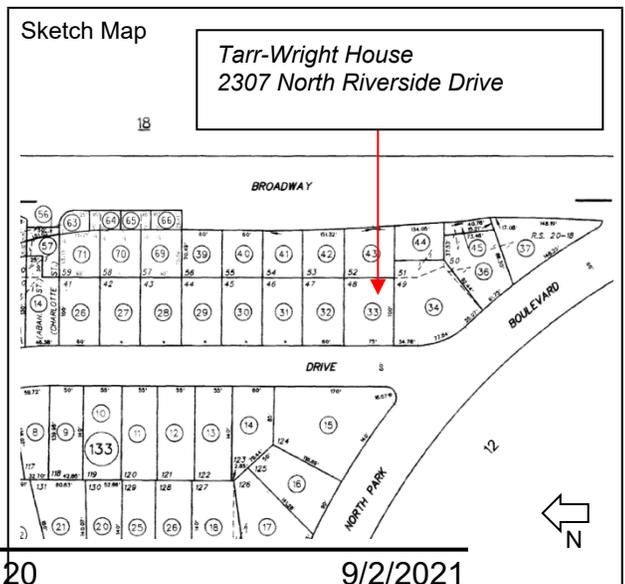
(See Continuation Sheet 3 of 3.)

B13. Remarks:

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

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

(This space reserved for official comments.)



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

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

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

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

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

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

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

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

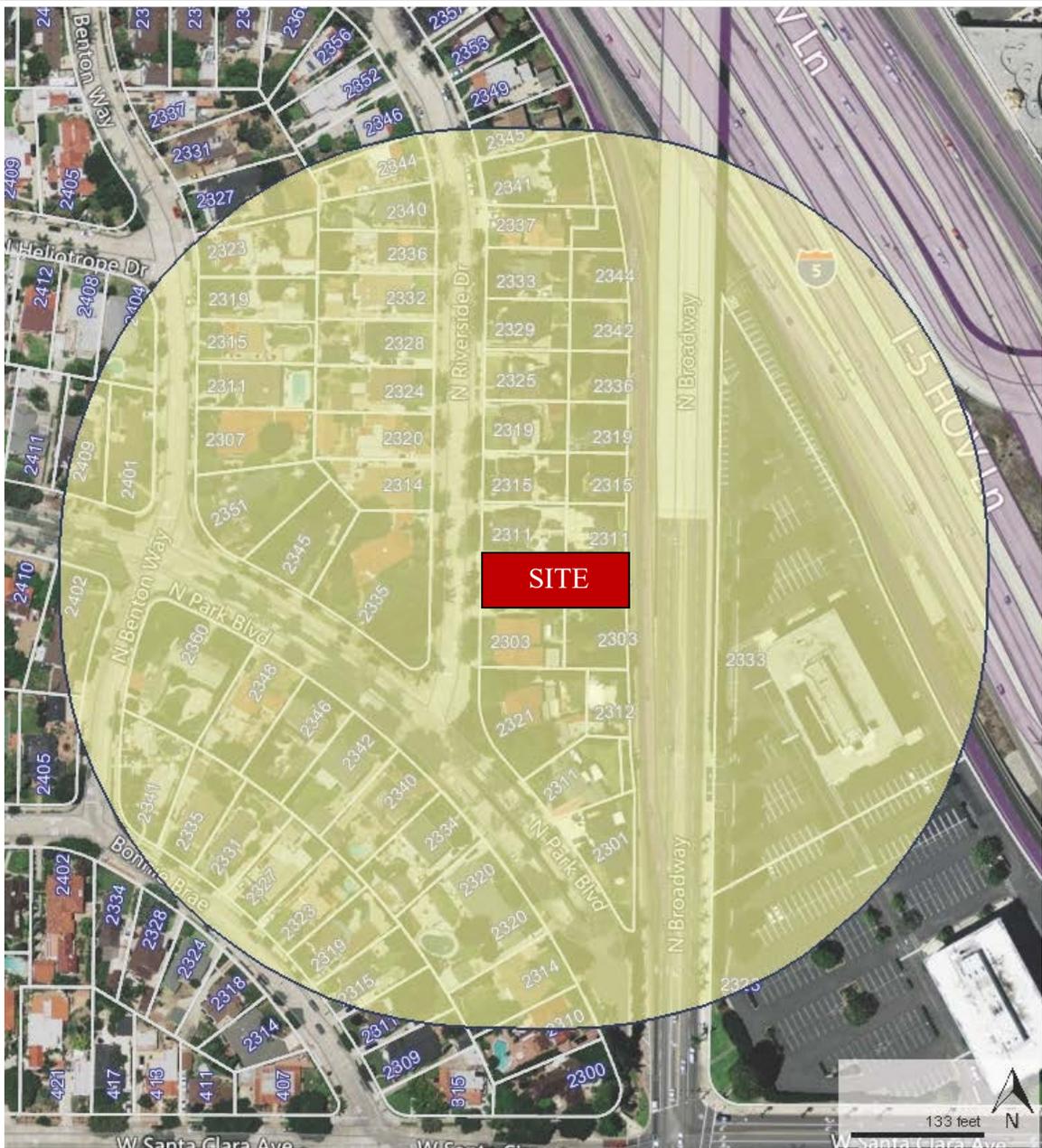
Exhibit C

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

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

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

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



500' RADIUS

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

PLANNING AND BUILDING AGENCY