

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

NOVEMBER 17, 2020

TITLE:

**APPROVAL OF A HISTORIC PROPERTY
PRESERVATION AGREEMENTS**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

/s/ Kristine Ridge

CITY MANAGER

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager or designee to execute the attached Mills Act agreement with the below-referenced property owners for the identified structure(s), subject to non-substantive changes approved by the City Manager and City Attorney.

Property Owner(s)	Historic Property Preservation Agreement No.	Address/House	Vote by HRC
Jeffrey Blied	2020-01	1330 S. Broadway	7:0:1 (Rivera Absent)
Paul E. Sanford and Jeffrey J. Lemay	2020-02	936 W. River Lane	7:0:1 (Rivera Absent)
Kevin A. and Lauren L. Marshall	2020-03	2352 N. Riverside Drive	7:0:1 (Rivera Absent)
Jeffrey M. and Joni L. Black	2020-04	2526 N. Santiago Street	7:0:1 (Rivera Absent)
Matthew D. and Leigh A. Mohler	2020-06	2320 N. Heliotrope Drive	7:0:1 (Rivera Absent)
Sara Camm-Turrietta and Tracie Turrietta	2020-07	2447 N. Heliotrope Drive	8:0
Camron E. and Phyllis A. Bussard	2020-08	1015 W. River Lane	8:0
Valerie J. Boulter	2020-12	920 N. Louise Street	7:0:1 (Rivera Absent)
Timothy J. and Jeanice S. Barker	2020-13	1805 N. Louise Street	8:0
Elliot and Carol Y. Cossaboom	2020-14	2606 N. Flower Street	7:0:1 (Rivera Absent)
Richard S. Frankenstein	2020-15	2109 N. Rosewood Avenue	7:0:1 (Rivera Absent)
Ryan and Amy Bruce	2020-16	2214 N. Heliotrope Drive	7:0:1 (Rivera Absent)
888 Tower Apartments, LLC	2020-17	888 N. Main Street	7:0:1 (Rivera Absent)

HISTORIC RESOURCES COMMISSION ACTION

On October 29, 2020, the Historic Resources Commission (HRC) recommended that the City Council authorize the City Manager to execute the above referenced Mills Act agreements with the identified property owners for historic structure(s) in the City, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

This action allows for the approval of a Historic Property Preservation Agreement (Mills Act Contract) which provides a property tax reduction whereby property owners agree to reinvest the tax savings towards the maintenance of the historic property. Additionally, the agreement prevents inappropriate alterations to the protected historic structure(s).

ENVIRONMENTAL IMPACT

In accordance with the California Environmental Quality Act, the proposed projects are exempt from further review. The following Categorical Exemptions will be filed for this project:

- ER No. 2020-59 (936 W. River Lane)
- ER No. 2020-60 (1330 S. Broadway)
- ER No. 2020-61 (2526 N. Santiago Street)
- ER No. 2020-62 (2352 N. Riverside Drive)
- ER No. 2020-64 (2320 N. Heliotrope Drive)
- ER No. 2020-65 (2447 N. Heliotrope Drive)
- ER No. 2020-66 (1015 W. River Lane)
- ER No. 2020-70 (2606 N. Flower Street)
- ER No. 2020-72 (2214 N. Heliotrope Drive)
- ER No. 2020-73 (2109 N. Rosewood Avenue)
- ER No. 2020-74 (1805 N. Louise Street)
- ER No. 2020-75 (920 N. Louise Street)
- ER No. 2020-76 (888 N. Main Street)

FISCAL IMPACT

The Historic Property Preservation Agreement will reduce the Property Tax revenue account No. 01102002-50011 to the City by an estimated \$23,235.51 annually (noted below) , starting Fiscal Year (FY) 2021-2022 for a period of not less than ten years.

HPPA No.	Address	Estimate	Exhibit No.
2020-01	1330 S. Broadway	\$841.16	1-2
2020-02	936 W. River Lane	\$1,523.45	3-4
2020-03	2352 N. Riverside Drive	\$880.81	5-6
2020-04	2526 N. Santiago Street	\$1,237.73	7-8
2020-06	2320 N. Heliotrope Drive	\$1,285.78	9-10
2020-07	2447 N. Heliotrope Drive	\$1,003.39	11-12
2020-08	1015 W. River Lane	\$1,077.61	13-14
2020-12	920 N. Louise Street	\$865.20	15-16
2020-13	1805 N. Louise Street	\$904.94	17-18
2020-14	2606 N. Flower Street	\$617.93	19-20
2020-15	2109 N. Rosewood Avenue	\$986.07	21-22
2020-16	2214 N. Heliotrope Drive	\$1,268.98	23-24
2020-17	888 N. Main Street	\$10,742.46	25-26
Total for All Properties:		\$23,235.51	

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Minh Thai, Executive Director – Planning and Building Agency

Exhibits:

1. Mills Act Agreement – 1330 S. Broadway
2. HRC Staff Report – 1330 S. Broadway
3. Mills Act Agreement – 936 W. River Lane
4. HRC Staff Report – 936 W. River Lane
5. Mills Act Agreement – 2352 N. Riverside Drive
6. HRC Staff Report – 2352 N. Riverside Drive
7. Mills Act Agreement – 2526 N. Santiago Street
8. HRC Staff Report – 2526 N. Santiago Street
9. Mills Act Agreement – 2320 N. Heliotrope Drive
10. HRC Staff Report – 2320 N. Heliotrope Drive
11. Mills Act Agreement – 2447 N. Heliotrope Drive
12. HRC Staff Report – 2447 N. Heliotrope Drive
13. Mills Act Agreement – 1015 W. River Lane
14. HRC Staff Report – 1015 W. River Lane
15. Mills Act Agreement – 920 N. Louise Street
16. HRC Staff Report – 920 N. Louise Street
17. Mills Act Agreement – 1805 N. Louise Street
18. HRC Staff Report – 1805 N. Louise Street
19. Mills Act Agreement – 2606 N. Flower Street
20. HRC Staff Report – 2606 N. Flower Street
21. Mills Act Agreement – 2109 N. Rosewood Avenue
22. HRC Staff Report – 2109 N. Rosewood Avenue
23. Mills Act Agreement – 2214 N. Heliotrope Drive
24. HRC Staff Report – 2214 N. Heliotrope Drive
25. Mills Act Agreement – 888 N. Main Street
26. HRC Staff Report – 888 N. Main Street

*MILLS ACT AGREEMENT
1330 South Broadway
Santa Ana, CA 92707*

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 **Jeffrey Blied, A Married Man as his sole and separate property**, (hereinafter collectively referred to as “Owner”), owners of real property located at **1330 South Broadway, 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 **1330 South Broadway, Santa Ana, CA, 92707** 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 **November 18, 2020**, 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 **1330 South Broadway**, Assessor Parcel Number, **013-162-18**, 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: Jeffrey Blied
1330 South Broadway
Santa Ana, CA 92707

10. General Provisions.

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

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

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the

operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
JEFFREY BLIED

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: John M. Funk
JOHN M. FUNK
Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

EXHIBIT A
LEGAL DESCRIPTION

Real Property in the City of Santa Ana, County of Orange, State of California, described as follows:

LOT 8, BLOCK 16 OF TRACT 352, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 15 AND 16 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 013-162-18

EXECUTIVE SUMMARY

WAHL HOUSE
1330 South Broadway
Santa Ana, CA 92707

NAME	Wahl House			REF. NO.
ADDRESS	1330 South Broadway			
CITY	Santa Ana	ZIP	92707	ORANGE COUNTY
YEAR BUILT	1930	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Wilshire Square	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	5S1	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Late Nineteenth and Twentieth Century Revivals/ Other: English Revival

A simplification of the Tudor Revival, which reached its height of popularity during the 1920s and 1930s, the English Revival drew upon the English country house for its inspiration. English Revival homes usually feature stucco walls and gable roofs of steep but not exaggerated pitch. A characteristic sloped roof treatment incorporates uneven rakes, with one side of a gable extending a greater distance than the other, sometimes changing the angle of slope in the process. Arches may be used for windows and doors, and, unlike their Tudor cousins, are rounded rather than pointed. Windows are usually clustered in groups on the façade and are often multi-paned casement in type. Almost exclusively a residential style, English Revival buildings are nearly always asymmetrical in composition. A “storybook” variant of the English Revival, characterized by a deliberately eclectic and picturesque quality often focused on the roof treatment, found a particularly receptive audience in southern California.

SUMMARY/CONCLUSION:

The Wahl House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the “distinguishing characteristics of an architectural style or period.” Additionally, the house has been categorized as “Contributive” because it “contributes to the overall character and history” of Wilshire Square and “is a good example of period architecture” as an example of the Storybook variant of the English Revival style (Municipal Code Section 30-2.2)."

EXPLANATION OF CODES:

- **National Register Criteria for Evaluation:** (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- **National Register Status Code:** (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
5S1 Is separately listed or designated under an existing local ordinance, or is eligible for such listing or designation.

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 4 Resource name(s) or number (assigned by recorder) *Wahl House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*a. County *Orange County*

*b. USGS 7.5' Quad *Tustin TCA 2555*

Date: _____

*c. Address *1330 South Broadway*

City *Santa Ana*

Zip *92707*

*e. Other Locational Data: *Assessor's Parcel Number: 013-162-18; N TR 352 Block: 16 Lot: 8*

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

Abundant shrubbery, vines, and trees create a romantic cottage setting for this one-story, Storybook residence. The roof treatment, incorporating front and side gables and a turret over an octagonal bay, is the focal point of the design. A weathervane perched on the peak of the turret provides an additional element of whimsy. Stucco covers the exterior walls. Fenestration includes a tripartite window with a Tudor-arched head that is centered below the front gable on the north section of the façade and a band of double hung sash windows in the bay below the turret on the south end of the façade. The entry is recessed within a south-facing arch that opens onto a small patio created by the projections of the front-gabled and turreted wings. Other details, including a rear garage, are difficult to see due to the dense vegetation. Building permit records suggest that the house is substantially unaltered.

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

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

P5a. Photo



P5b. Photo: (view and date)

*East elevation
October 2003*

*P6. Date Constructed/Age and Sources: ☒ historic
*1930/ Source: City of Santa Ana
Building Permits*

*P7. Owner and Address:
*Marc La Font
1330 South Broadway
Santa Ana, CA 92707*

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

*P9. Date Recorded:
November 3, 2003

*P10. Survey Type:
Intensive Survey

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

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

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 4

*NRHP Status Code 5S1

*Resource Name or #: *Wahl House*

B1. Historic Name: *Wahl House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Storybook variant of the English Revival*

*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed in 1930.*

March 24, 1930. Residence and garage.

March 26, 1993. Replace sliding glass door with French doors.

December 2, 1994. Reroof house and garage without tear off. New composition roofing.

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

*B8. Related Features:

Garage.

B9a. Architect: *Unknown*

b. Builder: *R. R. Lutes*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *circa 1920-1954* Property Type: *Single-family Residence*

Applicable Criteria: *C*

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

The Wahl House is architecturally significant as an unusually picturesque example of the Storybook variant of the English Revival style, one of several variations on this theme in the Wilshire Square neighborhood. Sometimes labeled by their builders as "artistic homes," these houses often featured an eclectic blend of medieval English and Norman French traditions. This seven-room house was built for Fred C. Wahl, a plumber with the Russell Plumbing Company, in 1930 for an estimated cost of \$6,000. Included in the 1989 Wilshire Square Home Tour, the interior of the house features original finishes, hardware, lighting, and built-ins. The cottage garden has been pictured in Sunset magazine and other publications.

(See Continuation Sheet 3 of 4.)

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 4.)

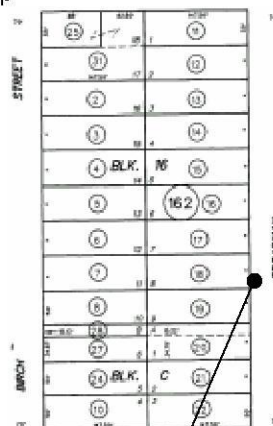
B13. Remarks:

*B14. Evaluator: *Leslie J. Heumann*

*Date of Evaluation: *November 3, 2003*

(This space reserved for official comments.)

Sketch Map



Wahl House
1330 South Broadway

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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 4

Resource Name or # (Assigned by recorder) Wahl House

*Recorded by Leslie J. Heumann, SAIC

*Date November 3, 2003

☒ Continuation ☐ Update

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

Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. 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 initially developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.

The Wahl House is located in Wilshire Square, a neighborhood located south of the city center and bounded by West McFadden Avenue on the north, West Edinger Avenue on the south, South Main Street on the east, and South Flower Street on the west. This area remained agricultural in use into the early twentieth century, the landscape dotted with walnut and orange groves. The 1912 plat map of Santa Ana showed South Main Street and Fairview Avenue (now McFadden Avenue) as the only streets in the area, with the majority of the property held by a few landowners: N. Palmer, H. K. Hanson, O'Brien, and Lewis.

Development of Wilshire Square began circa 1923, when newspaper advertisements for newly subdivided lots costing between \$635.00 and \$1,875.00 boasted "five foot sidewalks, curbs, electricity, gas, sewer, city water and ornamental trees" (Santa Ana Register, April 12, 1923). By 1923, all of Flower, Garnsey, Van Ness, Ross, and Borchard and portions of the remaining streets had been laid out. Lathrop Junior High School, designed by architect Frederick Eley in 1921 (demolished circa 1970), was constructed on the southwest corner of Fairview and Main and became an anchor of the neighborhood. In 1925, over 65 homes had been built in Wilshire Square, according to a count of addresses listed in the city directories. A 1927 map indicated that the area was zoned for single-family residences, except the east side of Sycamore, which was set aside for "courts and apartments," apparently as a buffer for the "neighborhood business" zone on South Main Street. By 1930, maps of the City showed that, with the exception of a gap between Borchard and Edinger Avenues on Birch, Broadway, and Sycamore, all the streets in Wilshire Square were in place. Mapped by the Sanborn Company between 1931 and 1940, the neighborhood was substantially developed prior to the beginning of World War II.

Built in three phases, Wilshire Square primarily showcases the revival architectural styles popular during the first phase, circa 1923 to 1931, when 326 homes were built: variations of the Tudor Revival, the Spanish Colonial Revival, and the Colonial Revival. A handful of Craftsman bungalows completed the picture. A second phase, from 1935 to 1942, marked the recovery from the Great Depression and the war preparation years, and resulted in another 171 homes. The post World War II building boom added 91 homes, many in the newly popular California Ranch style. Enhanced by the canopies of mature trees that line many of the streets, Wilshire Square developed as a middle class neighborhood of white and blue collar workers. Homes were both owner and speculator built, and, regardless of style, are unified by their one-story height, scale, common setbacks, and the placement of detached garages in the rear of each property. Retaining these qualities today (2003), the neighborhood was recognized for excellence in urban design by the Orange County Chapter of the American Institute of Architects in 1997.

The Wahl House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the "distinguishing characteristics of an architectural style or period." The Storybook design, particularly the incorporation of a turreted bay that suggests a tower, is a fine illustration of the taste for fantasy that characterized much of Southern California architecture during the 1920s and 1930s. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Wilshire Square and "is a good example of period architecture" as an example of the Storybook variant of the English Revival style. Character defining exterior features of the Wahl House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration and treatment (gables and turret); massing and composition; original doors and windows; patio; chimney; architectural detailing; original interior finishes and features; and garage.

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

Primary # _____
HRI # _____
Trinomial _____

Page 4 of 4

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

*Recorded by *Leslie J. Heumann, SAIC*

*Date *November 3, 2003*

☒ Continuation ☐ Update

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

Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.
Marsh, Diann. Santa Ana. An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Historic maps in the collection of the History Room of the Santa Ana Public Library.
Santa Ana and Orange County Directories, 1905-1931.
Santa Ana Register, April 12, 1923.
"Vintage Santa Ana Right On Track." The Register, January 13, 1990.
"Neighbors Gear Up For Big Project." Los Angeles Times, August 6, 1992.
"Neighborliness Lives On Wilshire Square's Streets." Los Angeles Times, October 5, 1996.
"Wilshire Square—A Profile in Pride of Ownership." City Line, July/August 2001.
Wilshire Square Neighborhood Association, Home Tour Brochures, 1989-1994.
www.wilshiresquare.com
www.geocities.com/Heartland/3383/aia.htm

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.

REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**HISTORIC PROPERTY PRESERVATION AGREEMENT
NO. 2020-01 (MILLS ACT) FOR THE PROPERTY
LOCATED AT 1330 SOUTH BROADWAY**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- ☐ As Recommended
☐ As Amended
☐ Set Public Hearing For _____

CONTINUED TO _____

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

RECOMMENDED ACTION

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Jeffrey Blied for the property located at 1330 South Broadway, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

Request of Applicant

Jeffrey Blied is requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 1330 South Broadway that is currently listed on the Santa Ana Register of Historical Properties.

Project Location and Site Description

The subject property, known as the Wahl House, consists of an existing one-story Storybook variant of the English Revival style residence that is approximately 1,522 square feet in size on a 7,375-square-foot residential lot (Exhibit 2). The home was added to the Santa Ana Register of Historical Properties in 2004 and categorized as "Contributive."

Analysis of the Issues

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties. The property is listed on the Santa Ana Register of Historical Properties and categorized as Contributive, making it eligible for a Mills Act agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different

valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

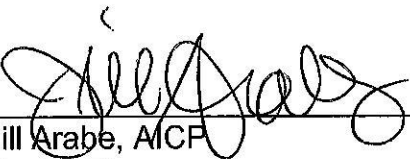
- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2004, the Historic Resources Commission placed the Wahl House on the historical register and within the Contributive category. Character-defining features of the Wahl House determined architecturally significant included: materials and finishes (stucco); roof configuration and treatment (gables and turret); massing and composition; original doors and windows; patio; chimney; architectural detailing; original interior finishes and features; and garage. The Wahl House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it embodied the "distinguishing characteristics of an architectural style or period." Additionally, the house was categorized as Contributive because it "contributes to the overall character and history" of Wilshire Square and "is a good example of period architecture" as an example of the Storybook variant of the English Revival style.

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.

CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-60 will be filed for this project.



Jill Arabe, AICP

Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\1330 S. Broadway - Wahl House\Staff Report - 1330 S Broadway.docx

Exhibits 1 - Mills Act Agreement
 2 - 500' Radius Map
 3 - Site Photos – 1330 S Broadway

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 **Jeffrey Blied, A Married Man as his sole and separate property**, (hereinafter collectively referred to as "Owner"), owners of real property located at **1330 South Broadway, 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 **1330 South Broadway, Santa Ana, CA, 92707** 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 **November 18, 2020**, 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 **1330 South Broadway**, Assessor Parcel Number, **013-162-18**, 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: Jeffrey Blied
1330 South Broadway
Santa Ana, CA 92707

10. General Provisions.

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

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

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the

operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
JEFFREY BLIED

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
LISA STORCK
Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

EXHIBIT A
LEGAL DESCRIPTION

Real Property in the City of Santa Ana, County of Orange, State of California, described as follows:

LOT 8, BLOCK 16 OF TRACT 352, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 15 AND 16 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 013-162-18

EXECUTIVE SUMMARY

WAHL HOUSE
1330 South Broadway
Santa Ana, CA 92707

NAME	Wahl House			REF. NO.
ADDRESS	1330 South Broadway			
CITY	Santa Ana	ZIP	92707	ORANGE COUNTY
YEAR BUILT	1930	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Wilshire Square	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	5S1	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Late Nineteenth and Twentieth Century Revivals/ Other: English Revival

A simplification of the Tudor Revival, which reached its height of popularity during the 1920s and 1930s, the English Revival drew upon the English country house for its inspiration. English Revival homes usually feature stucco walls and gable roofs of steep but not exaggerated pitch. A characteristic sloped roof treatment incorporates uneven rakes, with one side of a gable extending a greater distance than the other, sometimes changing the angle of slope in the process. Arches may be used for windows and doors, and, unlike their Tudor cousins, are rounded rather than pointed. Windows are usually clustered in groups on the façade and are often multi-paned casement in type. Almost exclusively a residential style, English Revival buildings are nearly always asymmetrical in composition. A "storybook" variant of the English Revival, characterized by a deliberately eclectic and picturesque quality often focused on the roof treatment, found a particularly receptive audience in southern California.

SUMMARY/CONCLUSION:

The Wahl House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion I, as a building with the "distinguishing characteristics of an architectural style or period." Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Wilshire Square and "is a good example of period architecture" as an example of the Storybook variant of the English Revival style (Municipal Code Section 30-2.2)."

EXPLANATION OF CODES:

- National Register Criteria for Evaluation: (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- National Register Status Code: (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - 5S1 Is separately listed or designated under an existing local ordinance, or is eligible for such listing or designation.

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 4 Resource name(s) or number (assigned by recorder) *Wahl House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad *Tustin TCA 2555*

*c. Address *1330 South Broadway*

*e. Other Locational Data: *Assessor's Parcel Number: 013-162-18; N TR 352 Block: 16 Lot: 8*

*a. County *Orange County*

Date: _____

City *Santa Ana*

Zip *92707*

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

Abundant shrubbery, vines, and trees create a romantic cottage setting for this one-story, Storybook residence. The roof treatment, incorporating front and side gables and a turret over an octagonal bay, is the focal point of the design. A weathervane perched on the peak of the turret provides an additional element of whimsy. Stucco covers the exterior walls. Fenestration includes a tripartite window with a Tudor-arched head that is centered below the front gable on the north section of the façade and a band of double hung sash windows in the bay below the turret on the south end of the façade. The entry is recessed within a south-facing arch that opens onto a small patio created by the projections of the front-gabled and turreted wings. Other details, including a rear garage, are difficult to see due to the dense vegetation. Building permit records suggest that the house is substantially unaltered.

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

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

P5a. Photo



P5b. Photo: (view and date)

East elevation

October 2003

*P6. Date Constructed/Age and

Sources: ☒ historic

*1930/ Source: City of Santa Ana
Building Permits*

*P7. Owner and Address:

*Marc La Font
1330 South Broadway
Santa Ana, CA 92707*

*P8. Recorded by:

*Leslie J. Heumann
SAIC
35 S. Raymond Ave. # 204
Pasadena, CA 91105*

*P9. Date Recorded:

November 3, 2003

*P10. Survey Type:

Intensive Survey

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

None.

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

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 4

*NRHP Status Code 5S1

*Resource Name or #: *Wahl House*

B1. Historic Name: *Wahl House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Storybook variant of the English Revival*

*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed in 1930.*

March 24, 1930. Residence and garage.

March 26, 1993. Replace sliding glass door with French doors.

December 2, 1994. Reroof house and garage without tear off. New composition roofing.

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

*B8. Related Features:

Garage.

B9a. Architect: *Unknown*

b. Builder: *R. R. Lutes*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *circa 1920-1954* Property Type: *Single-family Residence*

Applicable Criteria: *C*

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

*The Wahl House is architecturally significant as an unusually picturesque example of the Storybook variant of the English Revival style, one of several variations on this theme in the Wilshire Square neighborhood. Sometimes labeled by their builders as "artistic homes," these houses often featured an eclectic blend of medieval English and Norman French traditions. This seven-room house was built for Fred C. Wahl, a plumber with the Russell Plumbing Company, in 1930 for an estimated cost of \$6,000. Included in the 1989 Wilshire Square Home Tour, the interior of the house features original finishes, hardware, lighting, and built-ins. The cottage garden has been pictured in *Sunset* magazine and other publications.*

(See Continuation Sheet 3 of 4.)

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 4.)

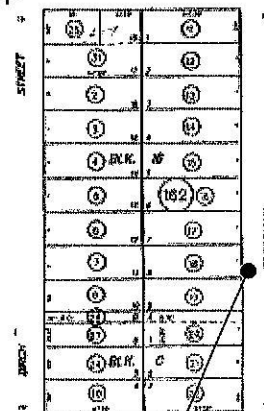
B13. Remarks:

*B14. Evaluator: *Leslie J. Heumann*

*Date of Evaluation: *November 3, 2003*

(This space reserved for official comments.)

Sketch Map



Wahl House
1330 South Broadway

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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 4

Resource Name or # (Assigned by recorder) Wahl House

*Recorded by Leslie J. Heumann, SAIC

*Date November 3, 2003

☒ Continuation ☐ Update

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

Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. 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 initially developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.

The Wahl House is located in Wilshire Square, a neighborhood located south of the city center and bounded by West McFadden Avenue on the north, West Edinger Avenue on the south, South Main Street on the east, and South Flower Street on the west. This area remained agricultural in use into the early twentieth century, the landscape dotted with walnut and orange groves. The 1912 plat map of Santa Ana showed South Main Street and Fairview Avenue (now McFadden Avenue) as the only streets in the area, with the majority of the property held by a few landowners: N. Palmer, H. K. Hanson, O'Brien, and Lewis.

Development of Wilshire Square began circa 1923, when newspaper advertisements for newly subdivided lots costing between \$635.00 and \$1,875.00 boasted "five foot sidewalks, curbs, electricity, gas, sewer, city water and ornamental trees" (Santa Ana Register, April 12, 1923). By 1923, all of Flower, Garnsey, Van Ness, Ross, and Borchard and portions of the remaining streets had been laid out. Lathrop Junior High School, designed by architect Frederick Eley in 1921 (demolished circa 1970), was constructed on the southwest corner of Fairview and Main and became an anchor of the neighborhood. In 1925, over 65 homes had been built in Wilshire Square, according to a count of addresses listed in the city directories. A 1927 map indicated that the area was zoned for single-family residences, except the east side of Sycamore, which was set aside for "courts and apartments," apparently as a buffer for the "neighborhood business" zone on South Main Street. By 1930, maps of the City showed that, with the exception of a gap between Borchard and Edinger Avenues on Birch, Broadway, and Sycamore, all the streets in Wilshire Square were in place. Mapped by the Sanborn Company between 1931 and 1940, the neighborhood was substantially developed prior to the beginning of World War II.

Built in three phases, Wilshire Square primarily showcases the revival architectural styles popular during the first phase, circa 1923 to 1931, when 326 homes were built: variations of the Tudor Revival, the Spanish Colonial Revival, and the Colonial Revival. A handful of Craftsman bungalows completed the picture. A second phase, from 1935 to 1942, marked the recovery from the Great Depression and the war preparation years, and resulted in another 171 homes. The post World War II building boom added 91 homes, many in the newly popular California Ranch style. Enhanced by the canopies of mature trees that line many of the streets, Wilshire Square developed as a middle class neighborhood of white and blue collar workers. Homes were both owner and speculator built, and, regardless of style, are unified by their one-story height, scale, common setbacks, and the placement of detached garages in the rear of each property. Retaining these qualities today (2003), the neighborhood was recognized for excellence in urban design by the Orange County Chapter of the American Institute of Architects in 1997.

The Wahl House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the "distinguishing characteristics of an architectural style or period." The Storybook design, particularly the incorporation of a turreted bay that suggests a tower, is a fine illustration of the taste for fantasy that characterized much of Southern California architecture during the 1920s and 1930s. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Wilshire Square and "is a good example of period architecture" as an example of the Storybook variant of the English Revival style. Character defining exterior features of the Wahl House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration and treatment (gables and turret); massing and composition; original doors and windows; patio; chimney; architectural detailing; original interior finishes and features; and garage.

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

Primary # _____
HRI # _____
Trinomial _____

Page 4 of 4

Resource Name or # (Assigned by recorder) Wahl House

*Recorded by Leslie J. Heumann, SAIC

*Date November 3, 2003

☒ Continuation ☐ Update

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

Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.
Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Historic maps in the collection of the History Room of the Santa Ana Public Library.
Santa Ana and Orange County Directories, 1905-1931.
Santa Ana Register, April 12, 1923.
"Vintage Santa Ana Right On Track." *The Register*, January 13, 1990.
"Neighbors Gear Up For Big Project." *Los Angeles Times*, August 6, 1992.
"Neighborliness Lives On Wilshire Square's Streets." *Los Angeles Times*, October 5, 1996.
"Wilshire Square—A Profile in Pride of Ownership." *City Line*, July/August 2001.
Wilshire Square Neighborhood Association, Home Tour Brochures, 1989-1994.
www.wilshiresquare.com
www.geocities.com/Heartland/3383/aia.htm

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.

***MILLS ACT AGREEMENT
1330 South Broadway
Santa Ana, CA 92707***

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



500' RADIUS

HPPA 2020-01
1330 SOUTH BROADWAY
WAHL HOUSE

PLANNING AND BUILDING AGENCY

EXHIBIT 2
25C-36



HPPA-2020-01
WAHL HOUSE
1330 SOUTH BROADWAY
SITE PHOTOS
EXHIBIT 3

25C-37

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 **Paul E. Sanford, Trustee of the Paul E. Sanford Declaration of Trust dated 06/14/2007 and Jeffrey J. Lemay, Trustee of the Jeffrey J. Lemay Declaration of Trust dated 06/14/2007, as tenants in common**, (hereinafter collectively referred to as “Owner”), owners of real property located at **936 West River Lane, 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 **936 West River Lane, 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 **November 18, 2020**, 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 unrepared 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 **936 West River Lane**, Assessor Parcel Number, **001-232-19**, 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: Paul E. Sanford and Jeffrey J. Lemay
936 West River Lane
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
PAUL E. SANFORD, TRUSTEE OF THE
PAUL E. SANFORD DECLARATION OF
TRUST DATED 06/14/2007

Date: _____

By: _____
JEFFREY J. LEMAY, TRUSTEE OF THE
JEFFREY J. LEMAY DECLARATION OF
TRUST DATED 06/14/2007

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 7 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 6 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38. PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOW:
BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 6, RUNNING THENCE NORTHEASTERLY ALONG THE THENCE NORTHWESTERLY BOUNDARY LINE THEREOF, 30 FEET; THENCE SOUTHEASTERLY 142.05 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE THEREOF DISTANCE THEREON NORTHEASTERLY 36.84 FEET FROM THE MOST SOUTHERLY BOUNDARY LINE, 36.84 FEET TO THE SAID MOST SOUTHERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE THEREOF, 139.32 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 001-232-19

EXECUTIVE SUMMARY

Harold T. Segerstrom House
936 West River Lane
Santa Ana, CA 92706

NAME	Harold T. Segerstrom House			REF. NO.
ADDRESS	936 West River Lane			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1948	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Jack Fisher Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: French Eclectic Style

Based upon precedents provided by many centuries of French domestic architecture, the French Eclectic style shows great variety in form and detailing but is united by the characteristic steeply hipped roof. (Only the Spanish Revival style, similarly based upon a long and complex architectural tradition, approaches it in variety). Informal domestic building in northwestern France (particularly Normandy and Brittany) shares much with Medieval English tradition. The use of half-timbering with a variety of different wall materials, as well as roofs of flat tile, slate, stone, or thatch are common to both. As a result, the French Eclectic houses often resemble the contemporaneous Tudor style based on related English precedent. French examples, however, normally lack the dominant front-facing cross gables characteristic of the Tudor. In contrast to these generally informal, rural prototypes, Many French Eclectic houses show formal Renaissance detailing resembling that of the English Georgian. (McAlester 486).

SUMMARY/CONCLUSION:

The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4(b), for its association with renowned Orange County Segerstrom family, who were agriculturalists, developers, and arts patrons, and under Criterion 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstroms (Santa Ana Municipal Code, Section 30-2.2).

EXPLANATION OF CODES:

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

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

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

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

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

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

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3 Resource name(s) or number (assigned by recorder) *Harold T. Segerstrom House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad: *TCA 1725*

*c. Address *936 West River Lane*

*e. Other Locational Data: Assessor's Parcel Number *001-232-19*

*a. County *Orange County*

Date: *March 3, 2015*

City: *Santa Ana*

Zip: *92706*

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

Located in Jack Fisher Park, this is a two-story single-family residence on a large parcel, sited with a deep setback and constructed in the French Eclectic style. The residence is asymmetrical in composition, defined by the two-story central block topped with a tall, steeply pitched, hipped roof, featuring two one-and-a-half story wings in the east and west direction, and front-facing gabled extension along the first floor. The exterior of the house is clad in a combination of brick, smooth stucco, and horizontal wood board siding on the front-facing gable ends. The roof treatment defines four sections of the front (north) façade. In the middle, the central block features an entry porch formed by a second story extension and characterized by brick cladding around the door, a simple wood post, and an adjacent metal fixed window with diamond shaped patterns. The second story features a pair of metal casement window wall dormers. The front-facing gabled extension features a prominent bay window with a protruding decorative brick wall below. Metal-framed casement windows appear in the two west sections of the façade as well as the east section, each framed by decorative wood shutters. The two west sections feature a side-gabled design with a varied roof height, with the section furthest from the central block smaller in height. The east section of the front façade is an attached three-car garage featuring a side-gabled design and forming a breezeway that leads to the garage entry accessed by the rear. This east section features a hipped dormer extension and a decorative rooftop cupola crowned by a weathervane. The rear (south) elevation also features a series of metal casement windows, including divided-light steel casement corner windows and divided-light, tripartite casement windows. An exterior brick chimney rises above the roof ridge line framing a modest rear patio formed by a side-gable roof extension. The property is landscaped with mature trees, low vegetation, neatly trimmed hedges, and a decorative brick driveway leading towards the rear.

*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)

*North elevation, view south
September 2020*

*P6. Date Constructed/Age and

Sources: ☒ historic

*1948/ City of Santa Ana Building
Permits*

*P7. Owner and Address:

*Paul E. Sanford and Jeffrey L. Lemay
936 West River Lane
Santa Ana, CA 92706*

*P8. Recorded by:

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

*P9. Date Recorded:

October 29, 2020

*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 3

*NRHP Status Code 5S3

*Resource Name or #: *Harold T. Segerstrom House*

B1. Historic Name: *Harold T. Segerstrom House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *French Eclectic*

*B6. Construction History: (Construction date, alterations, and date of alterations): *August 27, 1948. Constructed. \$25,000.*

January 27, 1955. Range for H. Segerstrom by Gilbert & Stearns.

June 3, 1986. Addition of new pool and spa.

August 15, 1991. Kitchen remodel. \$1,500.

May 15, 2012. Reroof house and attached garage - remove shakes, install class A comp shingles. \$10,754.

March 15, 2019. Install (31) roof mounted solar panels. \$30,000.

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

*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Allison Honer*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1948*

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 Harold T. Segerstrom House was built in 1948 by prominent developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, now the Floral Park subdivision between Seventeenth Street and Santiago Creek. The Allison Honer Construction Company also completed 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.

The Harold T. Segerstrom house was built for Harold "Hal" Segerstrom Sr. and wife Veronica P. Segerstrom. Harold Segerstrom Sr., one of the six sons of Charles John (C.J.) and Britta Segerstrom, was a member of one of the leading families of Orange County. C.J. and Britta Segerstrom came to Orange County from Sweden, with an intermediate stop in the Midwest, in 1898. They purchased land in what is now Costa Mesa and established a family agricultural business, which specialized in producing lima beans and maintaining a large dairy herd.

(See Continuation Sheet 3 of 4.)

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

*B12. References:

City of Santa Ana Building Permits

Santa Ana History Room Collection, Santa Ana Public Library

Sanborn Maps

(See Continuation Sheet 3 of 4.)

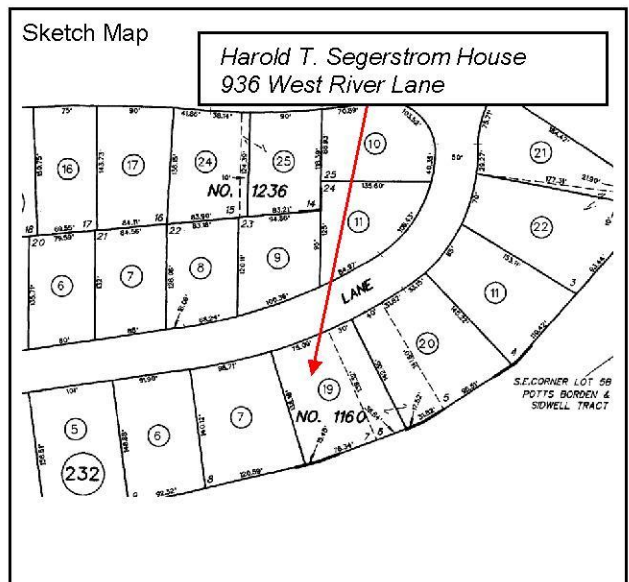
B13. Remarks:

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

*Date of Evaluation: *October 29, 2020*

DPR 523B (1/95)

(This space reserved for official comments.)



25C-48

*B10. Significance (continued):

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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 4

Resource Name: *Harold T. Segerstrom House*

*Recorded by *Pedro Gomez*

*Date *October 29, 2020* ☒ Continuation ☐ Update

Following World War II, the family branched into commercial and industrial ventures, and, with the construction of South Coast Plaza Town Center, became one of the most successful land developers in the county. The Segerstrom interests also built the first high rise in Santa Ana, the United California Building at the corner of Tenth and Main Streets. Harold T. Segerstrom Sr. died in 1978; Veronica Segerstrom died in 1982. Along with his cousin Henry T. Segerstrom, Harold T. Segerstrom Jr. joined the family firm, C.J. Segerstrom & Sons in the late 1940's and was a managing partner. Harold T. Segerstrom Jr. remained in the home until 1984 when he moved to Newport Beach with his wife Jeannette Segerstrom but the house remained in the family until the early 1990's, until Harold T. Segerstrom Jr.'s sudden death.

The Harold T. Segerstrom House is located in Jack Fisher Park, a neighborhood northwest of downtown Santa Ana bounded by Bristol Street, Santa Clara Avenue, Memory Lane, and the Interstate 5. The neighborhood takes its name from Jacob (Jack) Fisher. Born in Yakima, Washington, Fisher moved to Santa Ana with his parents and sister in the early twentieth century. In April 1917, upon the United States' entry into World War I, Fisher enlisted in the US Army when he was 18 years old. Assigned to Company L, Seventh California Regiment, Fisher later advanced to the level of corporal in the 58th Infantry of Company D. After Fisher's death at the age of 30, in March 1929, the Chapter of Disabled American Veterans he helped form took his name as the Jack Fisher Post, Chapter of Disabled American Veterans. On August 23, 1933, construction was completed on a park north of Santiago Creek on North Flower Street and dedicated as the Jack Fisher Memorial Park.

Prior to its residential development, Fisher Park formed Lots 5B, 8 and 9 of the Potts, Borden and Sidwell Tract, subdivided in 1881. Current-day Interstate 5 conforms to the prominent diagonal swath cut by the Southern Pacific Railroad line, which was established in Santa Ana in the late 1870s and still forms the eastern border of the Fisher Park neighborhood. With the exception of the Southern Pacific Railroad line, the area remained agricultural through much of the first half of the twentieth century, with walnut groves and orchards dotting the landscape. In November 1947, residential development arrived when a narrow strip was cleared, graded, and subdivided into 25 lots offered as Tract No. 1160, "River Lane Tract." Mirroring the curve of Santiago Creek to the south, the streets displayed a curvilinear layout, with lots ranging in size from 70 to 130 feet long, 140 to 190 deep. Three years later, in August 1950, another curvilinear subdivision appeared east of Flower Street, with smaller lots, averaging 60 feet by 90 feet, arranged around a curvilinear pattern with cul de sacs. An outgrowth of earlier City Beautiful and Garden City models, this curvilinear layout reflected neighborhood planning preferences codified in the 1930s by the Federal Housing Administration (FHA), which regulated and financed the increase in home ownership through its mortgage lending and insurance programs. During the post-WWII housing expansion in the United States, the FHA-endorsed model for city planning, as reflected in the neighborhood of Fisher Park, "set the standards for the design of post-World War II subdivisions." (National Register Bulletin, Historic Residential Suburbs, p. 49).

Construction quickly transformed the neighborhood from agricultural to residential. A 1947 aerial photograph taken a few months before creation of the River Lane Tract shows the area dominated by groves of trees. By 1955, nearly all the lots of both tracts had been improved with single-family residences with uniform setbacks, mostly in the Ranch House style popular in the 1950s and 1960s, in a configuration and unity of design still reflected there today (2020). The homes of the Jack Fisher Park neighborhood represent the overwhelming success architects and builders had in the early 1950's, when building homes using "California Ranch" architectural design and features. Homes and lots located in the Fisher Park neighborhood were generously scaled, with homes ranging from 1,500 to 6,000 square feet and lot sizes from 6,500 to 25,000 square feet.

The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4(b), for its association with renowned Orange County Segerstrom family, who were agriculturalists, developers, and arts patrons, and under Criterion 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstroms (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Harold T. Segerstrom House include, but may not be limited to: asymmetrical façade; roof configuration, including steeply pitched, hipped roof and front-facing and side-gabled extensions; roof and wall dormers; materials and finishes (brick, smooth stucco, and horizontal wood board siding); fenestration (metal casement windows with diamond shaped patterns); exterior brick chimney and rooftop cupula with weathervane; and front entry porch.

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

*Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.
Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.
Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.
Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register
National Register Bulletin, Historic Residential Suburbs, p. 49
Newspapers.com (Santa Ana Register)
Branch, National Park Service, US Dept. of the Interior, 1991.*

CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 4 of 4

Resource Name: *Harold T. Segerstrom House*

*Recorded by *Pedro Gomez*

*Date *October 29, 2020* ☒ Continuation ☐ Update

Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.

Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.

Santa Ana and Orange County Directories, 1920-1979.

Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917

"Harold T. Segerstrom, 78, Farmer, Businessman, Dies" (newspaper clipping, no date or source)

"Segerstroms Mark 50th Anniversary," (newspaper clipping, 9/15/1975, no source)

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.

REQUEST FOR

Historic Resources Commission Action



Exhibit 4

HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES
COMMISSION APPLICATION NO. 2020-02,
HISTORIC REGISTER CATEGORIZATION
NO. 2020-01, AND HISTORIC PROPERTY
PRESERVATION AGREEMENT NO. 2020-02
FOR PROPERTY LOCATED AT 936 WEST RIVER
LANE**

Prepared by Pedro Gomez, AICP

A blue ink signature, likely of the Executive Director, is written over a horizontal line.

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- ☐ As Recommended
☐ As Amended
☐ Set Public Hearing For _____

CONTINUED TO _____

A black ink signature, likely of the Planning Manager, is written over a horizontal line.

Planning Manager

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-02 and Historic Register Categorization No. 2020-01 (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 Paul E. Sanford and Jeffrey J. Lemay, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

Request of Applicant

Paul E. Sanford and Jeffrey J. Lemay are requesting approval to designate an existing residence located at 936 West River Lane to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

Project Location and Site Description

The subject property is located on the south side of West River Lane in the Jack Fisher Park neighborhood. The site consists of a two-story 2,797-square-foot, French Eclectic residence and attached garage on a 15,246-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 property is 72 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 Harold T. Segerstrom House, is located within the Jack Fisher Park neighborhood boundaries and has distinctive architectural features of the French Eclectic Style. The residence was built in 1948 by prominent local builder Allison Honer, credited as the subdivider and builder of a major portion of northwest Santa Ana, now the Floral Park subdivision between Seventeenth Street and Santiago Creek. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco Style Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza.

The Harold T. Segerstrom house was built for Harold "Hal" Segerstrom Sr. and wife Veronica P. Segerstrom. Segerstrom Sr., one of the six sons of Charles John (C.J.) and Britta Segerstrom, was a member of one of the leading families of Orange County. C.J. and Britta Segerstrom came to Orange County from Sweden, with an intermediate stop in the Midwest, in 1898. They purchased land in what is now Costa Mesa and established a family agricultural business, which specialized in producing lima beans and maintaining a large dairy herd. Following World War II, the family branched into commercial and industrial ventures, and, with the construction of South Coast Plaza Town Center, became one of the most successful land developers in the county. The Segerstrom interests also built the first high rise in Santa Ana, the United California Building at the corner of Tenth and Main Streets.

Asymmetrical in composition, the residence is defined by a two-story central block topped with a tall, steeply pitched, hipped roof, featuring two wings in the east and west direction, and front-facing gabled extension along the first floor. The exterior of the house is clad in a combination of brick, smooth stucco, and horizontal wood board siding on the front-facing gable ends. The roof treatment defines four sections of the front (north) façade. In the middle, the central block features an entry porch formed by a second story extension and characterized by brick cladding around the door, a simple wood post, and an adjacent metal fixed window with diamond shaped patterns. The second story features a pair of metal casement windows framed by a pediment design along the roof edge, carried across to the rear design. The front-facing gabled extension features a prominent bay window with a protruding decorative brick wall below. Metal-framed casement windows appear in the two west sections of the façade as well as the east section, each framed by decorative wood shutters. The two west sections feature a side-gabled design

with a varied roof height, with the section furthest from the central block smaller in height. The east section of the front façade is an attached three-car garage featuring a side-gabled design and forming a breezeway that leads to the garage entry accessed by the rear. This east section features a hipped dormer extension and a decorative rooftop pinnacle. The rear (south) elevation also features a series of metal casement windows, including divided-light steel casement corner windows and divided-light, tripartite casement windows. An exterior brick chimney rises above the roof ridge line framing a modest rear patio formed by a side-gable roof extension. Character-defining features of the Harold T. Segerstrom House include, but may not be limited to: asymmetrical façade; steeply pitched, hipped roof; front-facing and side-gabled extensions; materials and finishes (brick, smooth stucco, and horizontal wood board siding); fenestration (metal casement windows with diamond shaped patterns); exterior brick chimney; and front entry porch.

The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 4(b), for its association with renowned Orange County Segerstrom family, who were agriculturalists, developers, and arts patrons, and under Criterion No. 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstrom family.

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.

HRCA No. 2020-02, HRC No. 2020-01,
HPPA No. 2020-02
October 29, 2020
Page 4

Public Notification

The subject site is located within the Jack Fisher Park Neighborhood Association boundaries. 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, had been received from any members of the public.

CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-59 will be filed for this project.


Pedro Gomez, AICP
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\936 W. River Lane - Harold T. Segerstrom House\Staff Report - 936 W. River Lane

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

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-02 TO PLACE THE PROPERTY LOCATED AT 936 WEST RIVER LANE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-01 PLACING SAID PROPERTY WITHIN THE LANDMARK 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 October 29, 2020, 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. 2020-02) and categorization (Historic Resources Commission Categorization No. 2020-01) of the Harold T. Segerstrom House located at 936 West River Lane, Santa Ana.
- B. The Harold T. Segerstrom House has distinctive architectural features of the French Eclectic style and was built in 1948.
- C. The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4(b), for its association with renowned Orange County Segerstrom family, agriculturalists, developers, and arts patrons, and under Criterion 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstrom family. Character-defining features of the Harold T. Segerstrom House include, but may not be limited to: asymmetrical façade; steeply pitched, hipped roof; front-facing and side-gabled extensions; materials and finishes (brick, smooth stucco, and horizontal wood board siding); fenestration (metal casement windows with diamond shaped patterns); exterior brick chimney; and front entry porch.
- D. The legal owners of the property are Paul E. Sanford and Jeffrey J. Lemay.
- 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 Landmark category pursuant to Section 30-2.2(1) 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 Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-59 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. 2020-02 to place the Harold T. Segerstrom House located at 936 West River Lane, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-01 placing the Harold T. Segerstrom House located at 936 West River Lane, Santa Ana, 92706 within the Landmark 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 29th day of October, 2020.

Alberta Christy
Chairperson

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

By: _____
Lisa Storck
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. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: _____

Commission Secretary
City of Santa Ana

LEGAL DESCRIPTION

APN	Address	Legal Description	Owner Names
001-232-19	936 West River Lane	<p>PARCEL 1: LOT 7 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.</p> <p>PARCEL 2: THAT PORTION OF LOT 6 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38. PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOW: BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 6, RUNNING THENCE NORTHEASTERLY ALONG THE THENCE NORTHWESTERLY BOUNDARY LINE THEREOF, 30 FEET; THENCE SOUTHEASTERLY 142.05 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE THEREOF DISTANCE THEREON NORTHEASTERLY 36.84 FEET FROM THE MOST SOUTHERLY BOUNDARY LINE, 36.84 FEET TO THE SAID MOST SOUTHERLY CORNER THEREOF; THENCE</p>	Paul E. Sanford and Jeffrey J. Lemay

FREE RECORDING PURSUANT TO
GOVERNMENT CODE § 27383

		NORTHWESTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE THEREOF, 139.32 FEET TO THE POINT OF BEGINNING.	
--	--	---	--

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement ("Agreement") is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as "City"), and **Paul E. Sanford, Trustee of the Paul E. Sanford Declaration of Trust dated 06/14/2007 and Jeffrey J. Lemay, Trustee of the Jeffrey J. Lemay Declaration of Trust dated 06/14/2007, as tenants in common**, (hereinafter collectively referred to as "Owner"), owners of real property located at **936 West River Lane, 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 **936 West River Lane, 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 **November 18, 2020**, 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 **936 West River Lane**, Assessor Parcel Number, **001-232-19**, 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: Paul E. Sanford and Jeffrey J. Lemay
936 West River Lane
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
PAUL E. SANFORD, TRUSTEE OF THE
PAUL E. SANFORD DECLARATION OF
TRUST DATED 06/14/2007

Date: _____

By: _____
JEFFREY J. LEMAY, TRUSTEE OF THE
JEFFREY J. LEMAY DECLARATION OF
TRUST DATED 06/14/2007

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
LISA STORCK
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:

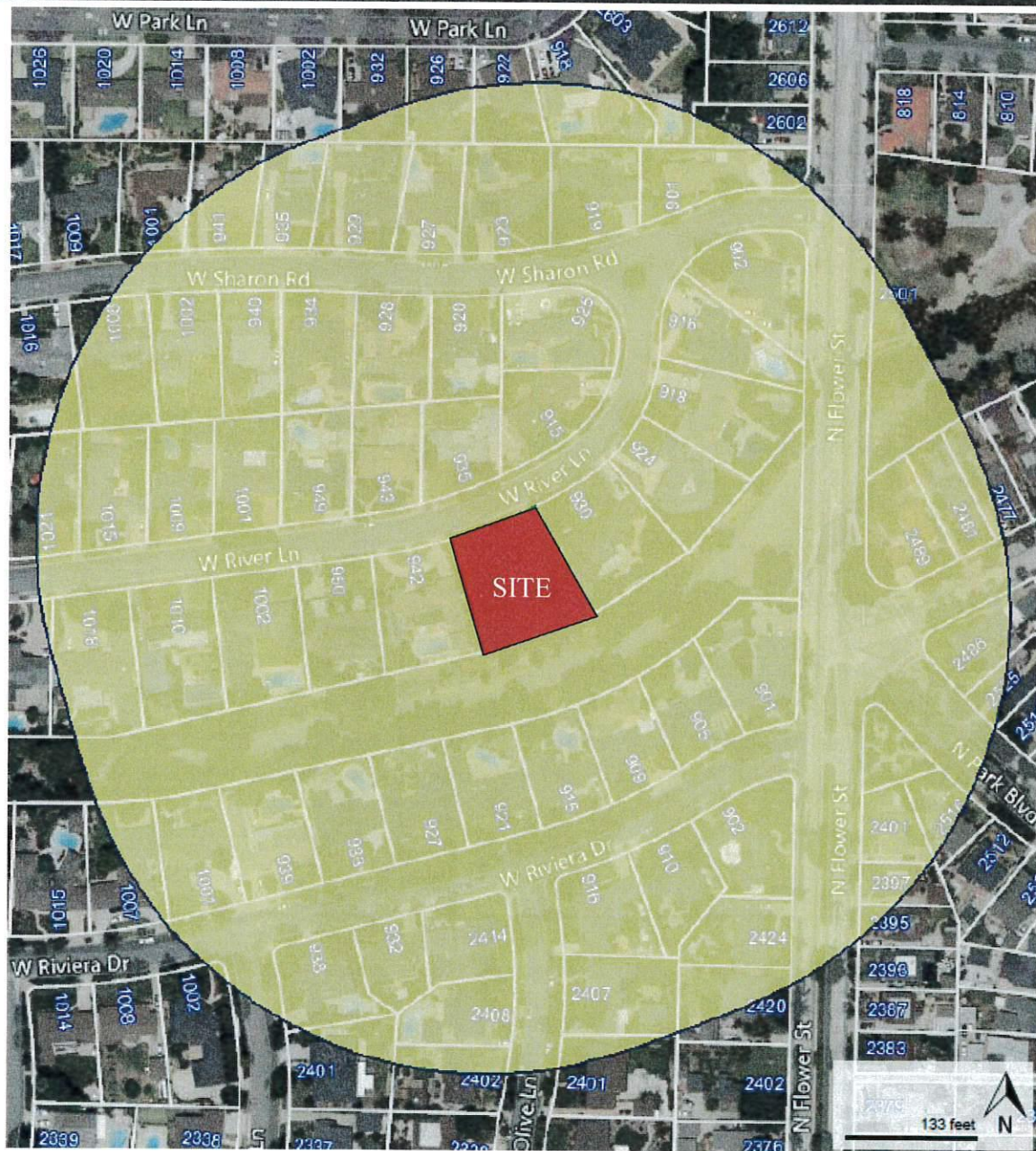
PARCEL 1:

LOT 7 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF LOT 6 OF TRACT NO. 1160, AS PER MAP RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AND DESCRIBED AS FOLLOW:
BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 6, RUNNING THENCE NORTHEASTERLY ALONG THE THENCE NORTHWESTERLY BOUNDARY LINE THEREOF, 30 FEET; THENCE SOUTHEASTERLY 142.05 FEET, MORE OR LESS, TO A POINT IN THE SOUTHEASTERLY BOUNDARY LINE THEREOF DISTANCE THEREON NORTHEASTERLY 36.84 FEET FROM THE MOST SOUTHERLY BOUNDARY LINE, 36.84 FEET TO THE SAID MOST SOUTHERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY BOUNDARY LINE THEREOF, 139.32 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 001-232-19



500' RADIUS

HRC 2020-01/ HRCA 2020-02/ HPPA 2020-02
936 WEST RIVER LANE
HAROLD T. SEGERSTROM HOUSE

PLANNING AND BUILDING AGENCY

25C-70

EXECUTIVE SUMMARY

Harold T. Segerstrom House
936 West River Lane
Santa Ana, CA 92706

NAME	Harold T. Segerstrom House			REF. NO.
ADDRESS	936 West River Lane			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1948	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Jack Fisher Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: French Eclectic Style

Based upon precedents provided by many centuries of French domestic architecture, the French Eclectic style shows great variety in form and detailing but is united by the characteristic roof. (Only the Spanish Revival style, similarly based upon a long and complex architectural tradition, approaches it in variety). Informal domestic building in northwestern France (particularly Normandy and Brittany) shares much with Medieval English tradition. The use of half-timbering with a variety of different wall materials, as well as roofs of flat tile, slate, stone, or thatch are common to both. As a result, the French Eclectic houses often resemble the contemporaneous Tudor style based on related English precedent. French examples, however, normally lack the dominant front-facing cross gables characteristic of the Tudor. In contrast to these generally informal, rural prototypes, Many French Eclectic houses show formal Renaissance detailing resembling that of the English Georgian. (McAlester 486).

SUMMARY/CONCLUSION:

The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4(b), for its association with renowned Orange County Segerstrom family, agriculturalists, developers, and arts patrons, and under Criterion 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstroms (Santa Ana Municipal Code, Section 30-2.2).

EXPLANATION OF CODES:

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

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

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

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

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

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

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3

Resource name(s) or number (assigned by recorder) *Harold T. Segerstrom House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad: *TCA 1725*

*c. Address *936 West River Lane*

*e. Other Locational Data: Assessor's Parcel Number *001-232-19*

*a. County *Orange County*

Date: *March 3, 2015*

City: *Santa Ana*

Zip: *92706*

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

Located in Jack Fisher Park, this is a two-story single-family residence on a large parcel, sited with a deep setback and constructed in the French Eclectic style. The residence is asymmetrical in composition, defined by the two-story central block topped with a tall, steeply pitched, hipped roof, featuring two wings in the east and west direction, and front-facing gabled extension along the first floor. The exterior of the house is clad in a combination of brick, smooth stucco, and horizontal wood board siding on the front-facing gable ends. The roof treatment defines four sections of the front (north) façade. In the middle, the central block features an entry porch formed by a second story extension and characterized by brick cladding around the door, a simple wood post, and an adjacent metal fixed window with diamond shaped patterns. The second story features a pair of metal casement windows framed by a pediment design along the roof edge, carried across to the rear design. The front-facing gabled extension features a prominent bay window with a protruding decorative brick wall below. Metal-framed casement windows appear in the two west sections of the façade as well as the east section, each framed by decorative wood shutters. The two west sections feature a side-gabled design with a varied roof height, with the section furthest from the central block smaller in height. The east section of the front façade is an attached three-car garage featuring a side-gabled design and forming a breezeway that leads to the garage entry accessed by the rear. This east section features a hipped dormer extension and a decorative rooftop pinnacle. The rear (south) elevation also features a series of metal casement windows, including divided-light steel casement corner windows and divided-light, tripartite casement windows. An exterior brick chimney rises above the roof ridge line framing a modest rear patio formed by a side-gable roof extension. The property is landscaped with mature trees, low vegetation, neatly trimmed hedges, and a decorative brick walkway leading towards the rear.

*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)
*North elevation, view south
September 2020*

*P6. Date Constructed/Age and Sources: ☒ historic
1948/ City of Santa Ana Building Permits

*P7. Owner and Address:
*Paul E. Sanford and Jeffrey L. Lemay
936 West River Lane
Santa Ana, CA 92706*

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

*P9. Date Recorded:
October 22, 2020

*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 3

*NRHP Status Code 5S3

*Resource Name or #: *Harold T. Segerstrom House*

B1. Historic Name: *Harold T. Segerstrom House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *French Eclectic*

*B6. Construction History: (Construction date, alterations, and date of alterations): *August 27, 1948. Constructed. \$25,000.*

January 27, 1955. Range for H. Segerstrom by Gilbert & Stearns.

June 3, 1986. Addition of new pool and spa.

August 15, 1991. Kitchen remodel. \$1,500.

May 15, 2012. Reroof house and attached garage - remove shakes, install class A comp shingles. \$10,754.

March 15, 2019. Install (31) roof mounted solar panels. \$30,000.

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

*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Allison Honer*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1948*

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 Harold T. Segerstrom House is architecturally distinguished as a remarkably intact and characteristic example of the French Eclectic style of the late 1940s. Its period revival design, substantial scale, and generous setback contribute to the elegant and distinctive streetscape on River Lane. It was built in 1948 by prominent developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, now the Floral Park subdivision between Seventeenth Street and Santiago Creek. 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.

The Harold T. Segerstrom house was built for Harold "Hal" Segerstrom Sr. and wife Veronica P. Segerstrom. Harold Segerstrom Sr., one of the six sons of Charles John (C.J.) and Britta Segerstrom, was a member of one of the leading families of Orange County. C.J. and Britta Segerstrom came to Orange County from Sweden, with an intermediate stop in the Midwest, in 1898. They purchased land in what is now Costa Mesa and established a family agricultural business, which specialized in producing lima beans and maintaining a large dairy herd.

(See Continuation Sheet 3 of 3.)

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

*B12. References:

City of Santa Ana Building Permits

Santa Ana History Room Collection, Santa Ana Public Library

Sanborn Maps

(See Continuation Sheet 3 of 3.)

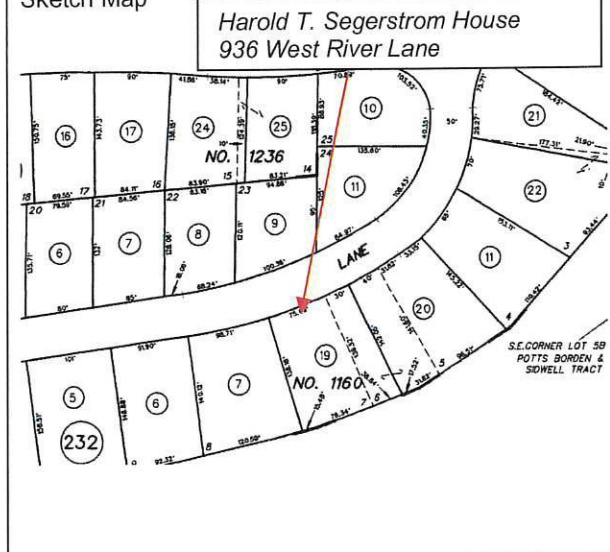
B13. Remarks:

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

*Date of Evaluation: *October 29, 2020*

(This space reserved for official comments.)

Sketch Map



25C-73

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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 4

Resource Name: *Harold T. Segerstrom House*

*Recorded by *Pedro Gomez*

*Date *October 29, 2020* ☒ Continuation ☐ Update

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

Following World War II, the family branched into commercial and industrial ventures, and, with the construction of South Coast Plaza Town Center, became one of the most successful land developers in the county. The Segerstrom interests also built the first high rise in Santa Ana, the United California Building at the corner of Tenth and Main Streets. Harold T. Segerstrom Sr. died in 1978; Veronica Segerstrom died in 1982. Along with his cousin Henry T. Segerstrom, Harold T. Segerstrom Jr. joined the family firm, C.J. Segerstrom & Sons in the late 1940's and was a managing partner. Harold T. Segerstrom Jr. remained in the home until 1984 when he moved to Newport Beach with his wife Jeannette Segerstrom but the house remained in the family until the early 1990's, until Harold T. Segerstrom Jr.'s sudden death.

The Harold T. Segerstrom House is located in Jack Fisher Park, a neighborhood northwest of downtown Santa Ana bounded by Bristol Street, Santa Clara Avenue, Memory Lane, and the Interstate 5. "The neighborhood takes its name from Jacob (Jack) Fisher. Born in Yakima, Washington, Fisher moved to Santa Ana with his parents and sister in the early twentieth century. In April 1917, upon the United States' entry into World War I, Fisher enlisted in the US Army when he was 18 years old. Assigned to Company L, Seventh California Regiment, Fisher later advanced to the level of corporal in the 58th Infantry of Company D. During his service in World War I, Fisher received several high-level honors for his service in France, including a Purple Heart, French Croix de Guerre with Palm, and the Medaille Militaire, France's highest military recognition. After surviving the battles of Argonne Forest and Verdun, Fisher's final battle was fought in Argonne, from which he emerged with grave injuries. In 1919, Fisher returned to the United States for a period of convalescence. During his recuperation at the military hospital in San Francisco, Fisher studied art and cartoon illustration, which he developed into a career as a cartoonist for the San Francisco Examiner and, later, Santa Ana Register upon his return to Santa Ana in 1927. A decorated veteran with awards from Italy, Belgium, Britain, France, and the United States, Fisher was instrumental in the formation of the Santa Ana Chapter of the Disabled American Veterans. After Fisher's death at the age of 30, in March 1929, the Chapter of Disabled American Veterans he helped form took his name as the Jack Fisher Post, Chapter of Disabled American Veterans. On August 23, 1933, construction was completed on a park north of Santiago Creek on North Flower Street and dedicated as the Jack Fisher Memorial Park.

Prior to its residential development, Fisher Park formed Lots 5B, 8 and 9 of the Potts, Borden and Sidwell Tract, subdivided in 1881. Current-day Interstate 5 conforms to the prominent diagonal swath cut by the Southern Pacific Railroad line, which was established in Santa Ana in the late 1870s and still forms the eastern border of the Fisher Park neighborhood. With the exception of the Southern Pacific Railroad line, the area remained agricultural through much of the first half of the twentieth century, with walnut groves and orchards dotting the landscape. In November 1947, residential development arrived when a narrow strip was cleared, graded, and subdivided into 25 lots offered as Tract No. 1160, "River Lane Tract." Mirroring the curve of Santiago Creek to the south, the streets displayed a curvilinear layout, with lots ranging in size from 70 to 130 feet long, 140 to 190 deep. Three years later, in August 1950, another curvilinear subdivision appeared east of Flower Street, with smaller lots, averaging 60 feet by 90 feet, arranged around a curvilinear pattern with cul de sacs. An outgrowth of earlier City Beautiful and Garden City models, this curvilinear layout reflected neighborhood planning preferences codified in the 1930s by the Federal Housing Administration (FHA), which regulated and financed the increase in home ownership through its mortgage lending and insurance programs. During the post-WWII housing expansion in the United States, the FHA-endorsed model for city planning, as reflected in the neighborhood of Fisher Park, "set the standards for the design of post-World War II subdivisions." (National Register Bulletin, Historic Residential Suburbs, p. 49).

Construction quickly transformed the neighborhood from agricultural to residential. A 1947 aerial photograph taken a few months before creation of the River Lane Tract shows the area dominated by groves of trees. By 1955, nearly all the lots of both tracts had been improved with single-family residences with uniform setbacks, mostly in the Ranch House style popular in the 1950s and 1960s, in a configuration and unity of design still reflected there today (2020). The homes of the Jack Fisher Park neighborhood were built following the overwhelming success architects had in the early 1950's, when building homes using "California Ranch" architectural design and features. Homes located in our prestigious neighborhood range from 1,500-6,000 sq. ft., with lot sizes from 6,500-25,000 sqft. Properties within this neighborhood boast some of the largest residential land use in any of the incorporated cities within Orange County and Southern California. Giving true meaning to the phrase, "Sprawling California Ranch" style homes. Jack Fisher Park was named after a local highly decorated World War I hero."

The Harold T. Segerstrom House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4(b), for its association with renowned Orange County Segerstrom family, agriculturalists, developers, and arts patrons, and under Criterion 2 for its association with prominent Santa Ana builder Allison Honer. Additionally, the house has been categorized as "Landmark" for its "historical/cultural significance to the City," stemming from its association with the Segerstroms (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Harold T. Segerstrom House include, but may not be limited to: asymmetrical façade; steeply pitched, hipped roof; front-facing and side-gabled extensions; materials and finishes (brick, smooth stucco, and horizontal wood board siding); fenestration (metal casement windows with diamond shaped patterns); exterior brick chimney; and front entry porch.

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

Primary # _____
HRI # _____
Trinomial _____

Page 4 of 4
*Recorded by Pedro Gomez

Resource Name: Harold T. Segerstrom House
*Date October 29, 2020 ☒ Continuation ☐ Update

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

Ancestry.com. *California, Death Index, 1940-1997 [database on-line]*. Provo, UT, USA: Ancestry.com Operations Inc, 2000.
Ancestry.com. *1930 United States Federal Census [database on-line]*. Provo, UT, USA: Ancestry.com Operations Inc, 2002.
Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.
Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register
Newspapers.com (Santa Ana Register)
Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. *American Architecture Since 1780*. Cambridge: MIT Press, 1969.
Santa Ana and Orange County Directories, 1920-1979.
Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917
"Harold T. Segerstrom, 78, Farmer, Businessman, Dies" (newspaper clipping, no date or source)
"Segerstroms Mark 50th Anniversary," (newspaper clipping, 9/15/1975, no source)

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

MILLS ACT AGREEMENT

936 West River Lane

Santa Ana, CA 92706

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.

**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 **Kevin M. Marshall and Lauren L. Marshall, husband and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2352 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 **2352 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 **November 18, 2020**, 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 **2352 North Riverside Drive**, Assessor Parcel Number, **002-133-05**, 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: Kevin M. and Lauren L. Marshall
2352 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 or in any manner whatsoever.

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
KEVIN M. MARSHALL


Date: _____

By: _____
LAUREN L. MARSHALL

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: 

JOHN M. FUNK
Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

EXHIBIT A
LEGAL DESCRIPTION

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

LOT 114, 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.

Assessor's Parcel Number: 002-133-05

EXECUTIVE SUMMARY

Barnhill-McDowell House
2352 North Riverside Drive
Santa Ana, CA 92706

NAME	Barnhill-McDowell House			REF. NO.
ADDRESS	2352 North Riverside Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1925	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	None	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Spanish Colonial Revival

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

SUMMARY/CONCLUSION:

The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its embodiment of the distinguishing characteristics of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood and "is a good example of period architecture," representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design. (Santa Ana Municipal Code, Section 30-2.2).

EXPLANATION OF CODES:

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

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

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

Other Listings _____
Review Code _____ Reviewer _____ Date _____

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

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad *TCA 1725*

*c. Address *2352 North Riverside Drive*

*e. Other Locational Data: *Assessor's Parcel Number 002-133-05*

*a. County *Orange County*

Date: *March 3, 2015*

City *Santa Ana*

Zip *92706*

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

Located in Floral Park, the Barnhill-McDowell House is a flat-roofed, one-story house, constructed in a symmetrical bungalow variant of the Spanish Colonial Revival architectural style. The building is rectangular in plan and clad in a light lace rough stucco finish. A stepped parapet, with clay barrel tile coping, shields the roof along all four elevations. The façade (east elevation) consists of three bays, composed in an A-B-A pattern. In the center bay, a projecting porch is the focal point, with distinctively shaped piers supporting a front-gabled porch roof. Clay barrel tiles cover the gable and terracotta tile paves the front steps and porch floor. The original entry doors and flanking sidelights exhibit a Prairie School-style glazing pattern. Tripartite, wood, casement windows, also in the Prairie School-style, are located in the side bays. Fenestration along the side (northern, and southern) elevations consists of Prairie School-style wood casement windows shaded by fabric awnings. A secondary entry on the south elevation faces the driveway and is characterized by a tiled shed roof supported on curved, oversized brackets, a Prairie School-style door and sidelights, terracotta paving. A small bedroom, bath, and laundry room addition as well as a patio cover were attached to the rear of the residence, but due to their location and design they do not impact the integrity of the building. There is a one-story detached garage at the rear of the property. The property is generally landscaped with low vegetation, shrubs, and lawn. The property retains a high degree of integrity.

*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)

September 2020

Front elevation, facing west.

*P6. Date Constructed/Age and

Sources: ☒ historic

1925/City of Santa Ana Building Permit

*P7. Owner and Address:

*Kevin M. and Lauren L. Marshall
2352 North Riverside Drive
Santa Ana, CA 92706*

*P8. Recorded by:

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

*P9. Date Recorded:

October 22, 2020

*P10. Survey Type:

Intensive Survey

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

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

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

*NRHP Status Code 5S3

*Resource Name or #: *Barnhill-McDowell House*

B1. Historic Name: *Barnhill-McDowell House*

B2. Common Name: *Same*

B3. Original Use: *Single-family residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Spanish Colonial Revival*

*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed May 20, 1925. \$5,000.*

July 24, 1950. Reroof for J.C. Fallon by Holmes. \$235.

July 27, 1955. Alteration in kitchen for J.C. Fallon by C.E. Vandervort. \$1,000.

August 1, 1955. 10 circuits; 18 outlets; space heater; range for J.C. Fallon.

March 21, 1991. Reroof, tear off, comp. \$4,000.

August 17, 1995. Reroof with tear off. \$2,885.

May 11, 2011. Kitchen remodel, upper/lower cabinets, drywall as needed. Voluntary seismic retrofit. Changeout windows on three elevations. Vinyl windows on the rear. \$21,500.

May 11, 2011. Finalize expired building permit #12081 for bedroom, bath, and laundry room addition.

March 13, 2012. Remodel/enlarge bathroom, enclose hallway, relocate shower, replace hung windows with vinyl. \$10,000.

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

*B8. Related Features: *Garage.*

B9a. Architect: *Unknown*

b. Builder: *J.T. McQuinn*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1925*

Property Type: *Single-family Residence*

Applicable Criteria: *1*

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

The Barnhill-McDowell House is architecturally significant as a characteristic example of the Spanish Colonial Revival style. This house was originally constructed in 1925 by J.T. McQuinn, and was valued at approximately \$5,000, according to the original building permit and Newspapers.com (Santa Ana Register). At the time of its construction the listed property owner was J.T. McQuinn, who was a local builder. According to city directories, Newton E. Wray and Isabel Wray purchased the property soon after and maintained it as a rental. Mr. Wray was a walnut and citrus farmer and a member of The Long Beach Scottish Rite masons. The property was primarily rented to Mr. and Mrs. Vernon Barnhill. Mr. Barnhill was one of the first Santa Ana Police motorcycle officers, and later one of the first State Patrol officers of the California Highway Patrol. In 1929 the property was sold to Claude J. and Lone L. McDowell. Mr. McDowell was chairman of the Santa Ana Breakfast Club program committee and manager of the Weber Bread industrial bakery in Santa Ana. The next recorded occupants were Donald G. and Mary Jerome. Mr. Jerome was the owner of a service station in downtown Santa Ana at 5th and Birch Streets. The property was sold in 1942 to Allan P. and Carmen R. Carstensen. Mr. Carstensen owned and operated a local grocery store. The next documented occupants of the home were James C. and Delinda S. Fallon (1948) who later deeded the property to the Department of Veterans Affairs.

(See Continuation Sheet 3 of 3.)

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

*B12. References:

City of Santa Ana Building Permits

Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.

*Santa Ana History Room Collection, Santa Ana Public Library
Sanborn Maps*

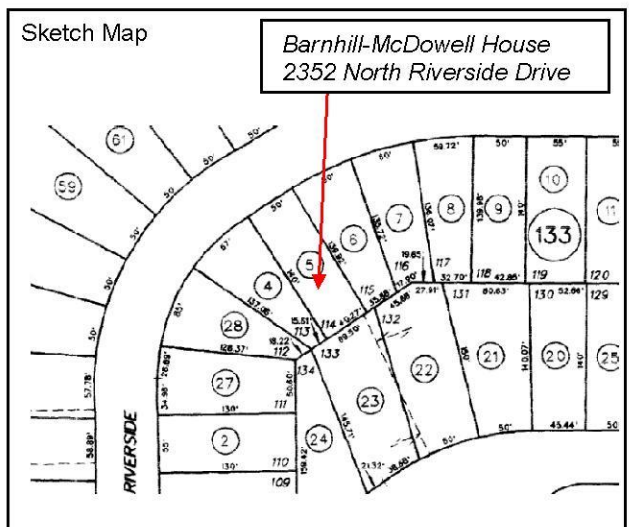
(See Continuation Sheet 3 of 3.)

B13. Remarks:

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

*Date of Evaluation: *October 22, 2020*

(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 3

Resource Name: *Barnhill-McDowell House*

*Recorded by *Pedro Gomez*

*Date *October 29, 2020* ☒ Continuation ☐ Update

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

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

The Barnhill-McDowell 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 (2020) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.

The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the "distinguishing characteristics of an architectural style or period," representative of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Typical features of the Spanish Colonial Revival exhibited by the Barnhill-McDowell House include stucco cladding, barrel tile coping and roofing, prominent entry, and stepped parapet. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood and is a "good example of period architecture," representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design. Character defining features of the Barnhill-McDowell House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration, materials, and treatment (clay barrel tiling); massing and composition; distinctive porch piers, and doors and windows (Prairie School-style wood casement windows, where extant); and entry.

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

Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.
Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.
Santa Ana and Orange County Directories, 1905-2017.
Ancestry.com
Newspapers.com (Santa Ana Register)

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.

REQUEST FOR

Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES
COMMISSION APPLICATION NO. 2020-03,
HISTORIC REGISTER CATEGORIZATION
NO. 2020-02, AND HISTORIC PROPERTY
PRESERVATION AGREEMENT NO. 2020-03
FOR PROPERTY LOCATED AT 2352 NORTH
RIVERSIDE DRIVE**

Prepared by Pedro Gomez, AICP

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- ☐ As Recommended
☐ As Amended
☐ Set Public Hearing For _____

CONTINUED TO _____

Planning Manager

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-03 and Historic Register Categorization No. 2020-02 (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 Kevin A. and Lauren L. Marshall, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

Request of Applicant

Kevin A. and Lauren L. Marshall are requesting approval to designate an existing residence located at 2352 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.

Project Location and Site Description

The subject property is located on the west side of North Riverside Drive in the Floral Park neighborhood. The site consists of a 1,416-square-foot, Spanish Colonial Revival residence and attached garage on a 7,000-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 property is 95 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 Barnhill-McDowell House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Spanish Colonial Revival style. The residence was built in 1925 by J.T. McQuinn. A majority of Floral Park was developed by prominent local builder Allison Honer who 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. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built.

Rectangular in plan and clad in a light lace rough stucco finish, the house has a predominantly flat roof that is accented by a shaped parapet along all four elevations. Clay barrel tiles clad the parapet as coping and clad a side entry shed roof with distinctive pier supports along the south elevation, as well as a prominent moderate-pitch, front-gabled entry along the front elevation, also with distinctive pier supports. The front and side entries are further enhanced with a decorative clay tile walkway and original entry doors both flanked by two sidelights—all exhibiting a Prairie School-style glazing pattern. Fenestration along the primary, northern, and southern elevation consist of Prairie School-style wood casement windows shaded by fabric awnings. A small bedroom, bath, and laundry room addition as well as a patio cover were attached to the rear of the residence, but due to their location and design they do not impact the integrity of the structure. There is a one-story detached garage at the rear of the property. Character-defining features of the Barnhill-McDowell House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration, materials, and treatment (clay barrel tiling); massing and composition; distinctive porch piers, and doors and windows (Prairie School-style wood casement windows, where extant); and entry.

The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1, as a building with the "distinguishing characteristics of an architectural style or period," representative of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Typical features of the Spanish Colonial Revival exhibited by the Barnhill-McDowell House include stucco cladding, barrel tile coping and roofing, prominent entry, and stepped parapet. Additionally, the house has

been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood and is a "good example of period architecture," representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design.

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.

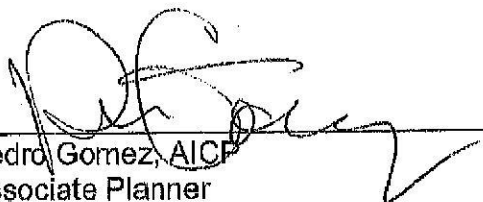
Public Notification

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

CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under Section 15331, Class 31, as these actions are designed to preserve historic resources. Categorical Exemption/ER No. 2020-62 will be filed for this project.

HRCA No. 2020-03, HRC No. 2020-02,
HPPA No. 2020-03
October 29, 2020
Page 4



Pedro Gomez, AICP
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\2352 N Riverside Drive -Barnhill-McDowall House\Staff Report -2320 N. Riverside Drive

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

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2020-03 TO PLACE THE PROPERTY LOCATED AT 2352 NORTH RIVERSIDE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-02 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 October 29, 2020, 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. 2020-03) and categorization (Historic Resources Commission Categorization No. 2020-02) of the Barnhill-McDowell House located at 2352 North Riverside Drive, Santa Ana.
- B. The Barnhill-McDowell House has distinctive architectural features of the Spanish Colonial Revival style and was built in 1925.
- C. The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1, as a building with the "distinguishing characteristics of an architectural style or period," representative of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Typical features of the Spanish Colonial Revival exhibited by the Barnhill-McDowell House include stucco cladding, barrel tile coping and roofing, prominent entry, and stepped parapet. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood and is a "good example of period architecture," representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design. Character-defining features of the Barnhill-McDowell House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration, materials, and treatment (clay barrel tiling); massing and composition; distinctive porch piers, and doors and windows (Prairie School-style wood casement windows, where extant); and entry.

- D. The legal owners of the property are Kevin A. and Lauren L. Marshall.
- 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 Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2020-62 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. 2020-03 to place the Barnhill-McDowell House located at 2352 North Riverside Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-02 placing the Barnhill-McDowell House located at 2352 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 29th day of October, 2020.

Alberta Christy
Chairperson

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

By: _____
Lisa Storck
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. 2020-xx to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on October 29, 2020.

Date: _____

Commission Secretary
City of Santa Ana

FREE RECORDING PURSUANT TO
GOVERNMENT CODE § 27383

LEGAL DESCRIPTION

APN	Address	Legal Description	Owner Names
002-133-05	2352 North Riverside Drive	LOT 114, 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.	Kevin M. and Lauren L. Marshall

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 M. Marshall and Lauren L. Marshall, husband and wife as joint tenants**, (hereinafter collectively referred to as "Owner"), owner of real property located at **2352 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 **2352 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 **November 18, 2020**, 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 **2352 North Riverside Drive**, Assessor Parcel Number, **002-133-05**, 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: Kevin M. and Lauren L. Marshall
2352 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 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}

MILLS ACT AGREEMENT
2352 North Riverside Drive
Santa Ana, CA 92706

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
KEVIN M. MARSHALL

Date: _____

By: _____
LAUREN L. MARSHALL

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
LISA STORCK
Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

EXHIBIT A
LEGAL DESCRIPTION

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

LOT 114, 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.

Assessor's Parcel Number: 002-133-05



HRC 2020-02/ HRCA 2020-03 / HPPA 2020-03
2352 NORTH RIVERSIDE DRIVE
BARNHILL-MCDOWELL HOUSE

PLANNING AND BUILDING AGENCY

25C-108

EXECUTIVE SUMMARY

Barnhill-McDowell House
2352 North Riverside Drive
Santa Ana, CA 92706

NAME	Barnhill-McDowell House			REF. NO.
ADDRESS	2352 North Riverside Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1925	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	None	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Spanish Colonial Revival

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

SUMMARY/CONCLUSION:

The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its embodiment of the distinguishing characteristics of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood and "is a good example of period architecture," representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the façade design. (Santa Ana Municipal Code, Section 30-2.2).

EXPLANATION OF CODES:

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

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

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

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

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

Primary # _____

HRI # _____

Trinomial _____

NRHP Status Code _____

Other Listings _____

Review Code _____

Reviewer _____

Date _____

Page 1 of 3

Resource name(s) or number (assigned by recorder) *Barnhill-McDowell House*

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad *TCA 1725*

*c. Address *2352 North Riverside Drive*

*e. Other Locational Data: *Assessor's Parcel Number 002-133-05*

*a. County *Orange County*

Date: *March 3, 2015*

City *Santa Ana*

Zip *92706*

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

Located in Floral Park, the Barnhill-McDowell House is a flat-roofed, one-story house, constructed in a symmetrical bungalow variant of the Spanish Colonial Revival architectural style. The building is rectangular in plan and clad in a light lace rough stucco finish. The house has a predominantly flat roof that is accented by a shaped parapet along all four elevations. Clay barrel tiles clad the parapet as coping, and clad a side entry shed roof with distinctive pier supports along the south elevation, as well as a prominent moderate-pitch, front-gabled entry along the front elevation, also with distinctive pier supports. The front and side entries are further enhanced with a decorative clay tile walkway and original entry doors both flanked by two sidelights—all which exhibit a Prairie School-style glazing pattern. Fenestration along the primary, northern, and southern elevation, consist of Prairie School-style wood casement windows shaded by fabric awnings. A small bedroom, bath, and laundry room addition as well as a patio cover were attached to the rear of the residence, but due to their location and design they do not impact the integrity of the structure. There is a one-story detached garage at the rear of the property. The property is generally landscaped with low vegetation, shrubs, and lawn. The property retains a high degree of integrity.

*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)

September 2020

Front elevation, facing east.

*P6. Date Constructed/Age and Sources: ☒ historic
1925/City of Santa Ana Building Permit

*P7. Owner and Address:
*Kevin M. and Lauren L. Marshall
2352 North Riverside Drive
Santa Ana, CA 92706*

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

*P9. Date Recorded:
October 22, 2020

*P10. Survey Type:
Intensive Survey

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

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

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

*NRHP Status Code 5S3

*Resource Name or #: Barnhill-McDowell House

- B1. Historic Name: Barnhill-McDowell House
B2. Common Name: Same
B3. Original Use: Single-family residence B4. Present Use: Single-family Residence
*B5. Architectural Style: Spanish Colonial Revival
*B6. Construction History: (Construction date, alterations, and date of alterations): Constructed May 20, 1925. \$5,000.

July 24, 1950. Reroof for J.C. Fallon by Holmes. \$235.

July 27, 1955. Alteration in kitchen for J.C. Fallon by C.E. Vandervort. \$1,000.

August 1, 1955. 10 circuits; 18 outlets; space heater; range for J.C. Fallon.

March 21, 1991. Reroof, tear off, comp. \$4,000.

August 17, 1995. Reroof with tear off. \$2,885.

May 11, 2011. Kitchen remodel, upper/lower cabinets, drywall as needed. Voluntary seismic retrofit. Changeout windows on three elevations. Vinyl windows on the rear. \$21,500.

May 11, 2011. Finalize expired building permit #12081 for bedroom, bath, and laundry room addition.

March 13, 2012. Remodel/enlarge bathroom, enclose hallway, relocate shower, replace hung windows with vinyl. \$10,000.

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

*B8. Related Features: Garage.

B9a. Architect: Unknown

b. Builder: J.T. McQuinn

- *B10. Significance: Theme Residential Architecture Area Santa Ana
Period of Significance: 1925 Property Type: Single-family Residence Applicable Criteria: 1
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

The Barnhill-McDowell House is architecturally significant as a characteristic example of the Spanish Colonial Revival style. This house was originally constructed in 1925 by J.T. McQuinn, and was valued at approximately \$5,000, according to the original building permit and Newspapers.com (Santa Ana Register). At the time of its construction the listed property owner was J.T. McQuinn, who was a local builder. According to city directories, Newton E. Wray and Isabel Wray purchased the property soon after and maintained as a rental. Mr. Wray was a walnut and citrus farmer and a member of The Long Beach Scottish Rite masons. The property was primarily rented to Mr. and Mrs. Vernon Barnhill. Mr. Barnhill was one of the first Santa Ana Police motorcycle officers, and later one of the first State Patrol officers of the California Highway Patrol. In 1929 the property was sold to Claude J. and Ione L. McDowell. Mr. McDowell was chairman of the Santa Ana Breakfast Club program committee and manager of the Weber Bread Industrial bakery in Santa Ana. The next recorded occupants were Donald G. and Mary Jerome. Mr. Jerome was the owner of a service station in downtown Santa Ana at 5th and Birch Streets. The property was sold in 1942 to Allan P. and Carmen R. Carstensen. Mr. Carstensen owned and operated a local grocery store. The next documented occupants of the home were James C. and Delinda S. Fallon (1948) who later deeded the property to the Department of Veterans Affairs.

(See Continuation Sheet 3 of 3.)

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

- *B12. References:
City of Santa Ana Building Permits
Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.
Santa Ana History Room Collection, Santa Ana Public Library
Sanborn Maps

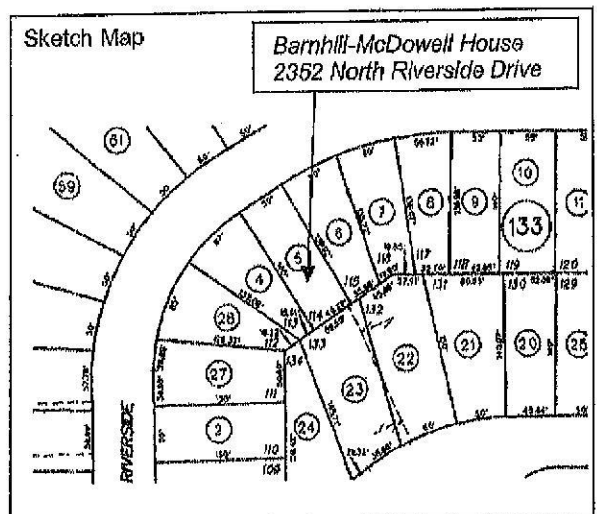
(See Continuation Sheet 3 of 3.)

B13. Remarks:

*B14. Evaluator: Leslie Huemann, Chattel Inc.

*Date of Evaluation: October 22, 2020

(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 3

Resource Name: Barnhill-McDowell House

*Recorded by Pedro Gomez

*Date October 22, 2020 ☒ Continuation ☐ Update

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

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

The Barnhill-McDowell 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 (2020) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.

The Barnhill-McDowell House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as a building with the "distinguishing characteristics of an architectural style or period," representative of the Spanish Colonial Revival style, in particular the flat-roofed, one-story, symmetrical bungalow variant of the style. Typical features of the Spanish Colonial Revival exhibited by the Barnhill-McDowell House include stucco cladding, barrel tile coping and roofing, prominent entry, and stepped parapet. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Floral Park neighborhood and is a "good example of period architecture," representing the Spanish Colonial Revival style in Santa Ana, featuring features highly distinctive porch piers that are the focal point of the facade design. Character defining features of the Barnhill-McDowell House that should be preserved include, but may not be limited to: materials and finishes (stucco); roof configuration, materials, and treatment (clay barrel tiling); massing and composition; distinctive porch piers, and doors and windows (Prairie School-style wood casement windows, where extant); and entry.

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

- Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.
Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. *American Architecture Since 1780*. Cambridge: MIT Press, 1969.
Santa Ana and Orange County Directories, 1905-2017.
Ancestry.com
Newspapers.com (Santa Ana Register)

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

MILLS ACT AGREEMENT
2352 North Riverside Drive
Santa Ana, CA 92706

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.

**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 **Jeffrey M. Black and Joni L. Black, husband and wife as community property**, (hereinafter collectively referred to as “Owner”), owners of real property located at **2526 North Santiago Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2526 North Santiago Street, 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 **November 18, 2020**, 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 **2526 North Santiago Street**, Assessor Parcel Number, **396-422-31**, 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: Jeffrey M. Black and Joni L. Black
2526 North Santiago Street
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
JEFFREY M. BLACK

Date: _____

By: _____
JONI L. BLACK

APPROVED AS TO FORM:

SONIA CARVALHO

City Attorney

By: John M. Funk
JOHN M. FUNK
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

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:

THE NORTH 80 FEET OF THE EAST 147.5 FEET OF THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF THE SECTION 6, TOWNSHIP 5 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SANTIAGO AVENUE 196 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF EDGEWOOD ROAD AS SAID AVENUE AND ROAD ARE SHOWN ON A MAP OF TRACT NO. 705, RECORDED IN BOOK 21, PAGE 9 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST PARALLEL TO SAID NORTH LINE OF EDGEWOOD ROAD 295 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE OF SANTIAGO AVENUE 135 FEET; THENCE EAST PARALLEL TO SAID NORTH LINE OF EDGEWOOD ROAD 295 FEET TO A POINT IN SAID WEST LINE OF SANTIAGO AVENUE; THENCE SOUTH ALONG SAID WEST LINE 135 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 396-422-31

EXECUTIVE SUMMARY

KLEIDOSTY HOUSE
2526 North Santiago Street
Santa Ana, CA 92705

NAME	Kleidosty House			REF. NO. 172
ADDRESS	2526 North Santiago Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1910	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Park Santiago	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	3S	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Bungalow/Craftsman

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

SUMMARY/CONCLUSION:

The Kleidosty House is listed in the Santa Ana Register of Historical Property and has been categorized as "Landmark" because it "has historical/cultural significance to the City of Santa Ana," for its representation of the agricultural era in Santa Ana's history, and "has a unique architectural significance" as a finely detailed and highly intact example of the influential Craftsman style (Municipal Code, Section 30-2.2). The property also appears eligible for listing in the National Register of Historic Places and the California Register of Historical Resources.

EXPLANATION OF CODES:

- National Register Criteria for Evaluation: (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- National Register Status Code: (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
 - 3S: Appears eligible for separate listing.

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) *Kleidosty House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad TCA 1725

*c. Address 2526 North Santiago Street

*e. Other Locational Data: Assessor's Parcel Number Block: Lot:

*a. County Orange County

Date:

City Santa Ana

Zip 92706

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

This impressive Craftsman home is distinguished by a lingering Victorian era taste for ornamentation. Two stories in height, the building is crowned by a multi-gabled roof. Rounded rafter tails and elaborately stepped beams are exposed in the eaves, carved and turned pendants hang from the gable ends, and bargeboards are jig-sawn and accented with corbels. Spanning most of the façade, a three bay porch is tucked under the slope of the principal side gable on the north and sheltered by a hipped roof on the south. An open pergola, draped with vines, extends north from the porch. Porch posts, like the rest of the house, are covered with wide, horizontal siding. Boards with elaborately notched ends are used as capitals. An equally ornate sawn railing encloses the space. Centered within the porch, the entry is flanked by large fixed sash windows banded at the top by two rows of rectangular lights. Both the porch foundation and the entry stair walls are made of brick. Above the porch, a balcony is sunk into the porch roof and partially covered by a front gable resting on two supports.

(See Continuation Sheet 3 of 3.)

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

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

P5a. Photo



P5b. Photo: (view and date)
*South and east elevations
January 2002*

*P6. Date Constructed/Age and Sources: ☒ historic
1910/Source: Historic Resources Inventory

*P7. Owner and Address:

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

*P9. Date Recorded:
January 30, 2002

*P10. Survey Type:
Intensive Survey Update

*P11. Report Citation: (Cite survey report and other sources, or enter "none")
Les, Kathleen. "Historic Resources Inventory 2526 Santiago," March 1980.

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

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

*NRHP Status Code 3S

*Resource Name or #: *Kleidosty House*

B1. Historic Name: *Kleidosty House*

B2. Common Name: *Same*

B3. Original Use: *Single-Family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Bungalow/Craftsman*

*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed in 1910.*

June 27, 1933. Rebuild chimney.

September 1, 1937. Reroof.

April 6, 1950. Private garage.

May 4, 1962. Install false front on existing arbor.

January 20, 1984. Kitchen remodel.

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

*B8. Related Features:

None.

B9a. Architect: *Unknown*

b. Builder: *Unknown*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *circa 1880-1946*

Property Type: *Single-family Residence*

Applicable Criteria: *C*

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

The Kleidosty House is architecturally significant as an outstanding example of Craftsman design and is historically noteworthy as one of the handful of ranch houses still extant in Santa Ana. According to previous research, it was constructed in 1910 for Paul and Lou Kleidosty (Les). The 1913-1914 City Directory noted Paul Kleidosty's occupation as butcher. In 1916, the directory reported that Paul Kleidosty had "moved to Long Beach, Cal." and that the new residents were Alexander R. and Margaret Wylie, ranchers. Briefly, Alfred H. and Mary J. Theal, also ranchers, were listed as the owner residents of 2526 Santiago Avenue [sic], but by 1923 and continuing into the 1930s, the Wylies were again at this address.

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. Early growth and development were stimulated by the arrival of the Southern Pacific

(See Continuation Sheet 3 of 3.)

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

*B12. References:

City of Santa Ana Building Permits

Santa Ana History Room Collection, Santa Ana Public Library

Sanborn Maps

Santa Ana City Directories, 1905-1930

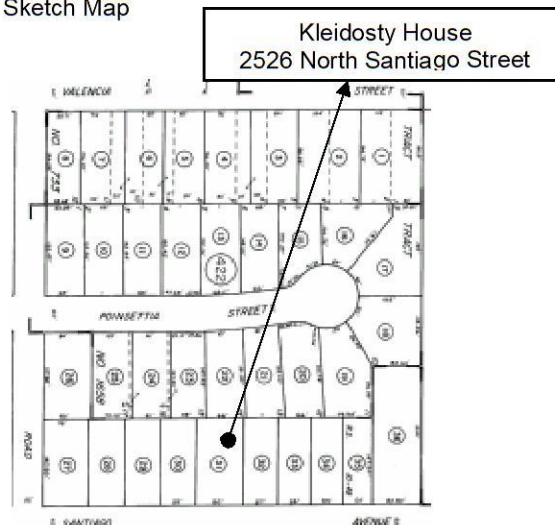
(See Continuation Sheet 3 of 3.)

B13. Remarks:

*B14. Evaluator: *Leslie J. Heumann*

(This space reserved for official comments.)

Sketch Map



*Date of Evaluation: *January 30, 2002*

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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3

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

*Recorded by *Leslie J. Heumann, SAIC*

*Date *January 30, 2002*

☒ Continuation ☐ Update

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

A solid railing whose coping dips slightly in the middle of each of the two bays encloses the space. Two tripartite openings, consisting of a central door flanked by half height sidelights with decorative muntins, open onto the balcony. On the south elevation, a semi-circular porch is topped by a flat, bracketed roof carried on posts with notched block capitals. Windows on the side and rear elevations are primarily double-hung sash in type. In good condition, the house appears to be substantially unaltered.

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

Railroad in 1878 and the Santa Fe Railroad in 1886. Following its incorporation as a city in 1886, Santa Ana was recognized as one of the leading communities in the area in 1889 when it became the seat of the newly created County of Orange. The development of southern California in general and Santa Ana in specific experienced a large boost in the second half of the 1880s, when competition between the two railroads triggered a real estate boom.

The economic underpinnings of the young community were agricultural, and many residents owned or worked on the ranches that encircled the incorporated area. The Kleidosty House is a remnant of this era, when the outlying areas of Santa Ana were covered with orchards and dotted with widely spaced ranch houses. Possessing a high degree of design integrity, the Kleidosty House is most notable for its evocation of the Craftsman style that dominated residential construction in southern California during the first two decades of the twentieth century. Its picturesque quality, derived from the abundant use of sawn and carved woodwork is characteristic of transitional architecture of the early twentieth century. All original and restored elements of this very intact residence are considered to be character-defining and should be preserved, including (but not limited to): materials and finishes (wood, brick); roof configuration and treatment; massing and composition; porches, balcony, and pergola; doors and windows; and architectural detailing (woodwork). Unique and possessed of a high degree of integrity, the Kleidosty House is listed in the Santa Ana Register of Historical Property and has been categorized as "Landmark." It also appears to meet the architectural criteria for listing in the National Register of Historic Places and the California Register of Historical Resources.

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

Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.
Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.

Exhibit C

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

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

REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**HISTORIC PROPERTY PRESERVATION AGREEMENT
NO. 2020-04 (MILLS ACT) FOR THE PROPERTY
LOCATED AT 2526 NORTH SANTIAGO STREET**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- ☐ As Recommended
☐ As Amended
☐ Set Public Hearing For _____

CONTINUED TO _____

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

RECOMMENDED ACTION

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Jeffrey M. Black and Joni L. Black for the property located at 2526 North Santiago Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

Request of Applicant

Jeffrey and Joni Black are requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 2526 North Santiago Street that is currently listed on the Santa Ana Register of Historical Properties.

Project Location and Site Description

The subject property, known as the Kleidosty House, consists of an existing two-story Craftsman style residence that is approximately 2,753 square feet in size on an 11,800-square-foot residential lot (Exhibit 2). The home was added to the Santa Ana Register of Historical Properties in 2002 and categorized as "Landmark."

Analysis of the Issues

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties. The property is listed on the Santa Ana Register of Historical Properties and categorized as Landmark, making it eligible for a Mills Act agreement. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner's voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different

valuation method in determining the property's assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:


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

In 2002, the Historic Resources Commission placed the Kleidosty House on the historical register and within the Landmark category. Character-defining features of the Kleidosty House determined architecturally significant included: materials and finishes (wood, brick); roof configuration and treatment; massing and composition; porches, balcony, and pergola; doors and windows; and architectural detailing (woodwork). The Kleidosty House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it embodied the "distinguishing characteristics of an architectural style or period." Additionally, the house was categorized as Landmark because it is unique and possessed a high degree of integrity as an outstanding example of Craftsman design and is historically noteworthy as one of the handful of ranch houses still extant in Santa Ana.

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.

CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-61 will be filed for this project.



Jill Arabe, AICP
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\2526 N. Santiago Street\Staff Report - 2526 N Santiago.docx

Exhibits 1 - Mills Act Agreement
 2 - 500' Radius Map
 3 - Site Photos – 2526 N Santiago Street

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 **Jeffrey M. Black and Joni L. Black, husband and wife as community property**, (hereinafter collectively referred to as "Owner"), owners of real property located at **2526 North Santiago Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the "Mills Act") to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2526 North Santiago Street, 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 **November 18, 2020**, 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 **2526 North Santiago Street**, Assessor Parcel Number, **396-422-31**, 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: Jeffrey M. Black and Joni L. Black
2526 North Santiago Street
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: _____
JEFFREY M. BLACK

Date: _____

By: _____
JONI L. BLACK

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
LISA STORCK
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 COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE NORTH 80 FEET OF THE EAST 147.5 FEET OF THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF THE SECTION 6, TOWNSHIP 5 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SANTIAGO AVENUE 196 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF EDGEWOOD ROAD AS SAID AVENUE AND ROAD ARE SHOWN ON A MAP OF TRACT NO. 705, RECORDED IN BOOK 21, PAGE 9 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE WEST PARALLEL TO SAID NORTH LINE OF EDGEWOOD ROAD 295 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE OF SANTIAGO AVENUE 135 FEET; THENCE EAST PARALLEL TO SAID NORTH LINE OF EDGEWOOD ROAD 295 FEET TO A POINT IN SAID WEST LINE OF SANTIAGO AVENUE; THENCE SOUTH ALONG SAID WEST LINE 135 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel Number: 396-422-31

EXECUTIVE SUMMARY

KLEIDOSTY HOUSE
2526 North Santiago Street
Santa Ana, CA 92705

NAME	Kleidosty House			REF. NO. 172
ADDRESS	2526 North Santiago Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1910	LOCAL REGISTER CATEGORY: Landmark		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Park Santiago	
NATIONAL REGISTER CRITERIA FOR EVALUATION	C	NATIONAL REGISTER STATUS CODE	3S	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Bungalow/Craftsman

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

SUMMARY/CONCLUSION:

The Kleidosty House is listed in the Santa Ana Register of Historical Property and has been categorized as "Landmark" because it "has historical/cultural significance to the City of Santa Ana," for its representation of the agricultural era in Santa Ana's history, and "has a unique architectural significance" as a finely detailed and highly intact example of the influential Craftsman style (Municipal Code, Section 30-2.2). The property also appears eligible for listing in the National Register of Historic Places and the California Register of Historical Resources.

EXPLANATION OF CODES:

- National Register Criteria for Evaluation: (From Appendix 7 of Instructions for Recording Historical Resources, Office of Historic Preservation)
C: that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction.
- National Register Status Code: (From Appendix 2 of Instructions for Recording Historical Resources, Office of Historic Preservation)
3S: Appears eligible for separate listing.

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) *Kleidosty House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad *TCA 1725*

*c. Address *2526 North Santiago Street*

*e. Other Locational Data: Assessor's Parcel Number Block: Lot:

*a. County *Orange County*

Date:

City *Santa Ana*

Zip *92706*

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

This impressive Craftsman home is distinguished by a lingering Victorian era taste for ornamentation. Two stories in height, the building is crowned by a multi-gabled roof. Rounded rafter tails and elaborately stepped beams are exposed in the eaves, carved and turned pendants hang from the gable ends, and bargeboards are jig-sawn and accented with corbels. Spanning most of the façade, a three bay porch is tucked under the slope of the principal side gable on the north and sheltered by a hipped roof on the south. An open pergola, draped with vines, extends north from the porch. Porch posts, like the rest of the house, are covered with wide, horizontal siding. Boards with elaborately notched ends are used as capitals. An equally ornate sawn railing encloses the space. Centered within the porch, the entry is flanked by large fixed sash windows banded at the top by two rows of rectangular lights. Both the porch foundation and the entry stair walls are made of brick. Above the porch, a balcony is sunk into the porch roof and partially covered by a front gable resting on two supports.

(See Continuation Sheet 3 of 3.)

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

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

P5a. Photo



P5b. Photo: (view and date)

*South and east elevations
January 2002*

*P6. Date Constructed/Age and

Sources: ☒ historic

*1910/Source: Historic Resources
Inventory*

*P7. Owner and Address:

*P8. Recorded by:

*Leslie J. Heumann
SAIC
35 S. Raymond Ave. # 204
Pasadena, CA 91105*

*P9. Date Recorded:

January 30, 2002

*P10. Survey Type:

Intensive Survey Update

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

Les, Kathleen. "Historic Resources Inventory 2526 Santiago," March 1980.

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

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

*NRHP Status Code 3S

*Resource Name or #: *Kleidosty House*

B1. Historic Name: *Kleidosty House*

B2. Common Name: *Same*

B3. Original Use: *Single-Family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Bungalow/Craftsman*

*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed in 1910.*

June 27, 1933. Rebuild chimney.

September 1, 1937. Reroof.

April 6, 1950. Private garage.

May 4, 1962. Install false front on existing arbor.

January 20, 1984. Kitchen remodel.

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

*B8. Related Features:

None.

B9a. Architect: *Unknown*

b. Builder: *Unknown*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *circa 1880-1946* Property Type: *Single-family Residence*

Applicable Criteria: *C*

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

The Kleidosty House is architecturally significant as an outstanding example of Craftsman design and is historically noteworthy as one of the handful of ranch houses still extant in Santa Ana. According to previous research, it was constructed in 1910 for Paul and Lou Kleidosty (Les). The 1913-1914 City Directory noted Paul Kleidosty's occupation as butcher. In 1916, the directory reported that Paul Kleidosty had "moved to Long Beach, Cal." and that the new residents were Alexander R. and Margaret Wylie, ranchers. Briefly, Alfred H. and Mary J. Theal, also ranchers, were listed as the owner residents of 2526 Santiago Avenue [sic], but by 1923 and continuing into the 1930s, the Wylies were again at this address.

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. Early growth and development were stimulated by the arrival of the Southern Pacific

(See Continuation Sheet 3 of 3.)

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

*B12. References:

City of Santa Ana Building Permits

Santa Ana History Room Collection, Santa Ana Public Library

Sanborn Maps

Santa Ana City Directories, 1905-1930

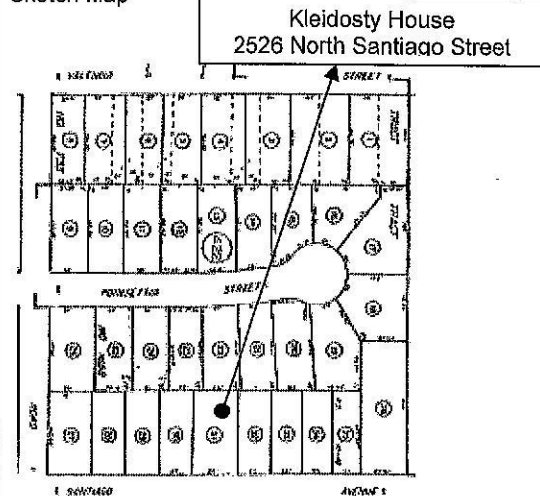
(See Continuation Sheet 3 of 3.)

B13. Remarks:

*B14. Evaluator: *Leslie J. Heumann*

(This space reserved for official comments.)

Sketch Map



*Date of Evaluation: *January 30, 2002*

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

Primary # _____

HRI # _____

Trinomial _____

Page 3 of 3

Resource Name or # (Assigned by recorder) Kleidosty House

*Recorded by Leslie J. Heumann, SAIC

*Date January 30, 2002

☒ Continuation ☐ Update

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

A solid railing whose coping dips slightly in the middle of each of the two bays encloses the space. Two tripartite openings, consisting of a central door flanked by half height sidelights with decorative muntins, open onto the balcony. On the south elevation, a semi-circular porch is topped by a flat, bracketed roof carried on posts with notched block capitals. Windows on the side and rear elevations are primarily double-hung sash in type. In good condition, the house appears to be substantially unaltered.

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

Railroad in 1878 and the Santa Fe Railroad in 1886. Following its incorporation as a city in 1886, Santa Ana was recognized as one of the leading communities in the area in 1889 when it became the seat of the newly created County of Orange. The development of southern California in general and Santa Ana in specific experienced a large boost in the second half of the 1880s, when competition between the two railroads triggered a real estate boom.

The economic underpinnings of the young community were agricultural, and many residents owned or worked on the ranches that encircled the incorporated area. The Kleidosty House is a remnant of this era, when the outlying areas of Santa Ana were covered with orchards and dotted with widely spaced ranch houses. Possessing a high degree of design integrity, the Kleidosty House is most notable for its evocation of the Craftsman style that dominated residential construction in southern California during the first two decades of the twentieth century. Its picturesque quality, derived from the abundant use of sawn and carved woodwork is characteristic of transitional architecture of the early twentieth century. All original and restored elements of this very intact residence are considered to be character-defining and should be preserved, including (but not limited to): materials and finishes (wood, brick); roof configuration and treatment; massing and composition; porches, balcony, and pergola; doors and windows; and architectural detailing (woodwork). Unique and possessed of a high degree of integrity, the Kleidosty House is listed in the Santa Ana Register of Historical Property and has been categorized as "Landmark." It also appears to meet the architectural criteria for listing in the National Register of Historic Places and the California Register of Historical Resources.

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

Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.
Marsh, Diann. Santa Ana. An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.

Exhibit C

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

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

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



500' RADIUS

HPPA 2020-04
2526 NORTH SANTIAGO STREET
KLEIDOSTY HOUSE

PLANNING AND BUILDING AGENCY

EXHIBIT 2
25C-145



HPPA 2020-04
KLEIDOSTY HOUSE
2526 NORTH SANTIAGO STREET
SITE PHOTOS
EXHIBIT 3

25C-146

EXHIBIT 9

*MILLS ACT AGREEMENT
2320 North Heliotrope Drive
Santa Ana, CA 92706*

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 **Matthew D. Mohler and Leigh A. Mohler, husband and wife as Community Property with Right of Survivorship**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2320 North Heliotrope Drive, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2320 North Heliotrope Drive, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

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

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

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **November 18, 2020**, 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 **2320 North Heliotrope Drive**, Assessor Parcel Number, **002-072-06**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall

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

8. No Compensation.

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

9. Notice.

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

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

Owners: Matthew D. and Leigh A. Mohler
2320 North Heliotrope Drive
Santa Ana, CA 92706

10. General Provisions.

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

By: _____
MATTHEW D. MOHLER

Date: _____

By: _____
LEIGH A. MOHLER

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: John M. Funk
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:

THE NORTH 20 FEET OF LOT 14 AND ALL OF LOT 15, EXCEPT THE NORTH 10 FEET THEREOF, IN BLOCK B OF TRACT NO. 1035, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 33 PAGE 46 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET.

Assessor's Parcel Number: 002-072-06

EXECUTIVE SUMMARY

W.S. Spicer House
2320 North Heliotrope Drive
Santa Ana, CA 92706

NAME	W.S. Spicer House			REF. NO.
ADDRESS	2320 North Heliotrope 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	C/3	CALIFORNIA REGISTER STATUS CODE	2D4	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Colonial Revival

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

SUMMARY/CONCLUSION:

The W.S. Spicer House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the late Colonial Revival style, when stylistic elements were simplified to signature elements, often attenuated, and frequently combined with the Regency Revival; and Criterion 2, for its association with influential and prominent local builder, Allison Honer. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park and is a good example of Colonial Revival architecture just prior to World War II (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the W.S. Spicer House include, but may not be limited to: materials and finishes (vertical board and batten siding); massing, roof configuration and treatment; portico; brick chimney; fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights, paneling, entry portico piers and pediment).

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.

2D4: Contributor to a district determined eligible for NR pursuant to Section 106 without review by SHPO. Listed in the CR.

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

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

Other Listings _____
Review Code _____ Reviewer _____ Date _____

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

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad: *TCA 1725*

*c. Address *2320 North Heliotrope Drive*

*e. Other Locational Data: Assessor's Parcel Number *002-072-06*

*a. County *Orange County*

Date: *March 3, 2015*

City: *Santa Ana*

Zip: *92706*

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

Located in Floral Park on the west side of North Heliotrope Drive, the W.S. Spicer House is a 1 1/2 story single-family residence constructed in the Colonial Revival style. Simplicity and near symmetry identify the Colonial Revival inspiration for this single-family residence which features a moderate hipped roof with shallow eaves and two prominent hipped roof dormers along the side (south) and rear (west) elevations. The roof is clad in contemporary asphalt shingle roofing and the exterior walls are clad in smooth stucco. Portions of the rear elevation are accented in brick veneer, and vertical board and batten wood siding accents the southeast corner of the primary elevation and the two hipped roof dormers. The focal point of the design is the central entry portico, supported by slender, fluted, wood piers and featuring a decorative segmental pediment. The entry contains a wide six-panel wood door flanked by two narrow, four-light, half-height sidelights. Both the reveal walls of the porch and the surfaces below the side lights are wood paneled. An interior brick chimney rises above the roof ridge. Paired and single, four-over-four and six-over-six, double-hung sash windows occupy the two bays on either side of the portico, with full height shutters adorning three sets of windows. Along the north, south, and west elevations, the building incorporates a series of single six-over-six double-hung sash windows. A one-story, hip-roofed, detached garage is located in the rear of the property. Building permits document an enclosure of the original rear patio. While the residence has been altered, the alterations do not detract from the integrity of the residence. The property is landscaped with low vegetation and neatly trimmed hedges and features a walkway paved in herringbone brick leading to the front entry.

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

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

P5a. Photo



P5b. Photo: (view and date)

*East elevation, view west
September 2020*

*P6. Date Constructed/Age and

Sources: ☒ historic

*1940/ City of Santa Ana Building
Permits*

*P7. Owner and Address:

*Matthew D. and Leigh A. Mohler
2320 North Heliotrope Drive
Santa Ana, CA 92706*

*P8. Recorded by:

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

*P9. Date Recorded:

October 29, 2020

*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 3

*NRHP Status Code 5S3

*Resource Name or #: *W.S. Spicer House*

- B1. **Historic Name:** *W.S. Spicer House*
 B2. **Common Name:** *Same*
 B3. **Original Use:** *Single-family Residence* **B4. Present Use:** *Single-family Residence*
 *B5. **Architectural Style:** *Colonial Revival*
 *B6. **Construction History:** (Construction date, alterations, and date of alterations): *May 13, 1940. Constructed. \$6,000.*

May 20, 1942. Addition to residence. \$300.

January 11, 1962. Water heater for L.B. Hill by Killen.

April 30, 1996. Reroof with tear off and apply comp shingles. \$7,000.

September 8, 2020. Window relocation from previously existing sun room to bedroom.\$500.

- *B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original location: _____
- *B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Allison Honer*

- *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 W.S. Spicer House is architecturally significant as a characteristic example of the late Colonial Revival style. It was built in 1940 by prominent developer and builder Allison Honer, the subdivider of Floral Park. This house was sold to Walter S. Spice and his wife Faye G. Spicer in 1940. The Spicer's were very active in the Santa Ana and south Orange County communities, with Faye and their daughters, Harriet and Carolyn, involved in the Santa Ana Ebell Club, Junior Ebell, Professional Employer Organization (PEO), as well as other civic groups for women.

(See Continuation Sheet 3 of 3.)

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

- *B12. References:

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

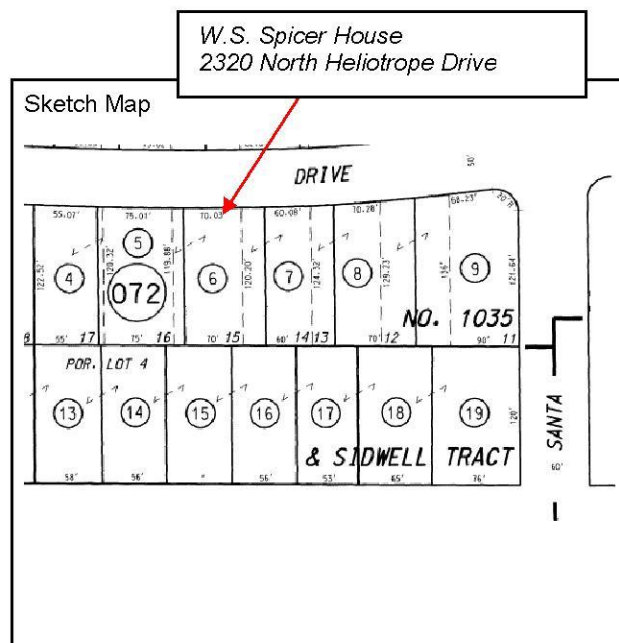
- B13. Remarks:

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

- *Date of Evaluation: October 29, 2020

DPR 523B (1/95)

(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 3

Resource Name: *W.S. Spicer House*

*Recorded by *Pedro Gomez*

*Date *October 29, 2020* ☒ Continuation ☐ Update

Mr. Spicer worked at Barr Lumber beginning in 1912 and was eventually promoted to secretary and director prior to his resignation in 1930. Shortly thereafter in November of 1930, Mr. Spicer opened up Bay District Lumber Company in Newport Beach. In 1944, the Spicer's moved to Corona de Mar and sold the home to Byron J. "Barney" Koster, a well established local mechanic turned automobile salesman, and his wife Minnie E. Koster. According to city directories, the home was sold to Lansing B. and Matilda E. Hill in 1957 who then sold it to Marshall G. and Ruth Ause in 1962. Since then, the W.S. Spicer House has been occupied by various owners until the current homeowners purchased the home in 2018.

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

In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2020) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.

The W.S. Spicer House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the late Colonial Revival style, when stylistic elements were simplified to signature elements, often attenuated, and frequently combined with the Regency Revival; and Criterion 2, for its association with influential and prominent local builder, Allison Honer. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park and is a good example of Colonial Revival architecture just prior to World War II (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the W.S. Spicer House include, but may not be limited to: materials and finishes (vertical board and batten siding); massing, roof configuration and treatment ; portico; brick chimney; fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights, paneling, entry portico piers and pediment).

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

*Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.
Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.
Harris, Cyril M. *American Architecture: An Illustrated Encyclopedia*. New York, WW Norton, 1998.
Marsh, Diann. *Santa Ana, An Illustrated History*. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register
Newspapers.com (Santa Ana Register)
Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. *American Architecture Since 1780*. Cambridge: MIT Press, 1969.
Santa Ana and Orange County Directories, 1920-1979.
Year: 1930; Census Place: Santa Ana, Orange, California; Page: 6B; Enumeration District: 0080; FHL microfilm: 2339917*

Exhibit C

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

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

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

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

REQUEST FOR

Historic Resources Commission Action



EXHIBIT 10

HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES
COMMISSION APPLICATION NO. 2020-04,
HISTORIC REGISTER CATEGORIZATION
NO. 2020-03, AND HISTORIC PROPERTY
PRESERVATION AGREEMENT NO. 2020-06
FOR PROPERTY LOCATED AT 2320 NORTH
HELIOTROPE DRIVE**

Prepared by Pedro Gomez, AICP

A blue ink signature, likely of the Executive Director, is written over a horizontal line.

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- ☐ As Recommended
☐ As Amended
☐ Set Public Hearing For _____

CONTINUED TO _____

A black ink signature, likely of the Planning Manager, is written over a horizontal line.

Planning Manager

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-04 and Historic Register Categorization No. 2020-03 (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 Matthew D. and Leigh A. Mohler, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

Request of Applicant

Matthew D. and Leigh A. Mohler are requesting approval to designate an existing residence located at 2320 North Heliotrope Drive to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

Project Location and Site Description

The subject property is located on the west side of North Heliotrope Drive in the Floral Park neighborhood. The site consists of a 2,421-square-foot, Colonial Revival residence and attached garage on an 8,276-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