

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 80 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 W.S. Spicer House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Colonial Revival style. The residence was built in 1940 by prominent local builder Allison Honer, 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.

Symmetrical in design, the W.S. Spicer House 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, with portions of the rear accented in brick veneer, and with vertical board and batten wood siding accenting 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 decorative wood piers and featuring a decorative segmental pediment. The entry features a wide six-panel wood door with two full height sidelights flanking the doorway and decorative wood paneling adjacent to the entry door. An interior brick chimney rises above the roof ridgeline. Two six-over-six double-hung sash windows with full height shutters are displayed north of the entry along the front elevation. The southern portion of the front elevation features an adjacent pair of four-over-four double-hung sash windows, also with full height shutters, as well as a single six-over-six double-hung sash window. Along the north, south, and west elevation, the building incorporates a series of single six-over-six double-hung sash windows. 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 (brick chimney); fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights).

The W.S. Spicer House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 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 No. 4, for its contribution to the Floral Park neighborhood and for its association with 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, "has a distinctive architectural style and quality" representing the Colonial Revival style in Santa Ana, and is a good example of Colonial Revival architecture just prior to World War II.

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.

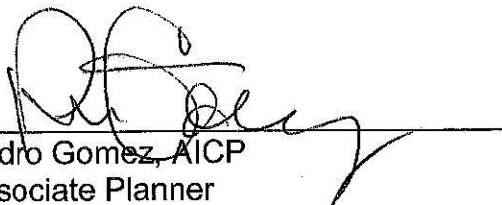
Public Notification

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. 2020-64 will be filed for this project.

HRCA No. 2020-04, HRC No. 2020-03,
HPPA No. 2020-06
October 29, 2020
Page 4



Pedro Gomez, AICP
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\2320 N. Heliotrope Drive - W.S. Spicer House\Staff Report -2320 N. Heliotrope 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. 2020-04 TO PLACE THE PROPERTY LOCATED AT 2320 NORTH HELIOTROPE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-03 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. 2020-04) and categorization (Historic Resources Commission Categorization No. 2020-03) of the W.S. Spicer House located at 2320 North Heliotrope Drive, Santa Ana.
- B. The W.S. Spicer House has distinctive architectural features of the Colonial Revival style and was built in 1940.
- C. The W.S. Spicer House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 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 No. 4, for its contribution to the Floral Park neighborhood and for its association with 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, "has a distinctive architectural style and quality" representing the Colonial Revival style in Santa Ana, and is a good example of Colonial Revival architecture just prior to World War II. 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 (brick chimney); fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights).
- D. The legal owners of the property are Matthew D. and Leigh A. Mohler.

- 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-2020-64 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. 2020-04 to place the W.S. Spicer House located at 2320 North Heliotrope Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-03 placing the W.S. Spicer House located at 2320 North Heliotrope 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

LEGAL DESCRIPTION

APN	Address	Legal Description	Owner Names
002-072-06	2320 North Heliotrope Drive	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.	Matthew D. and Leigh A. Mohler

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 **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: _____
LISA STORCK
Assistant City Attorney

MINH THAI
Executive Director
Planning and Building Agency

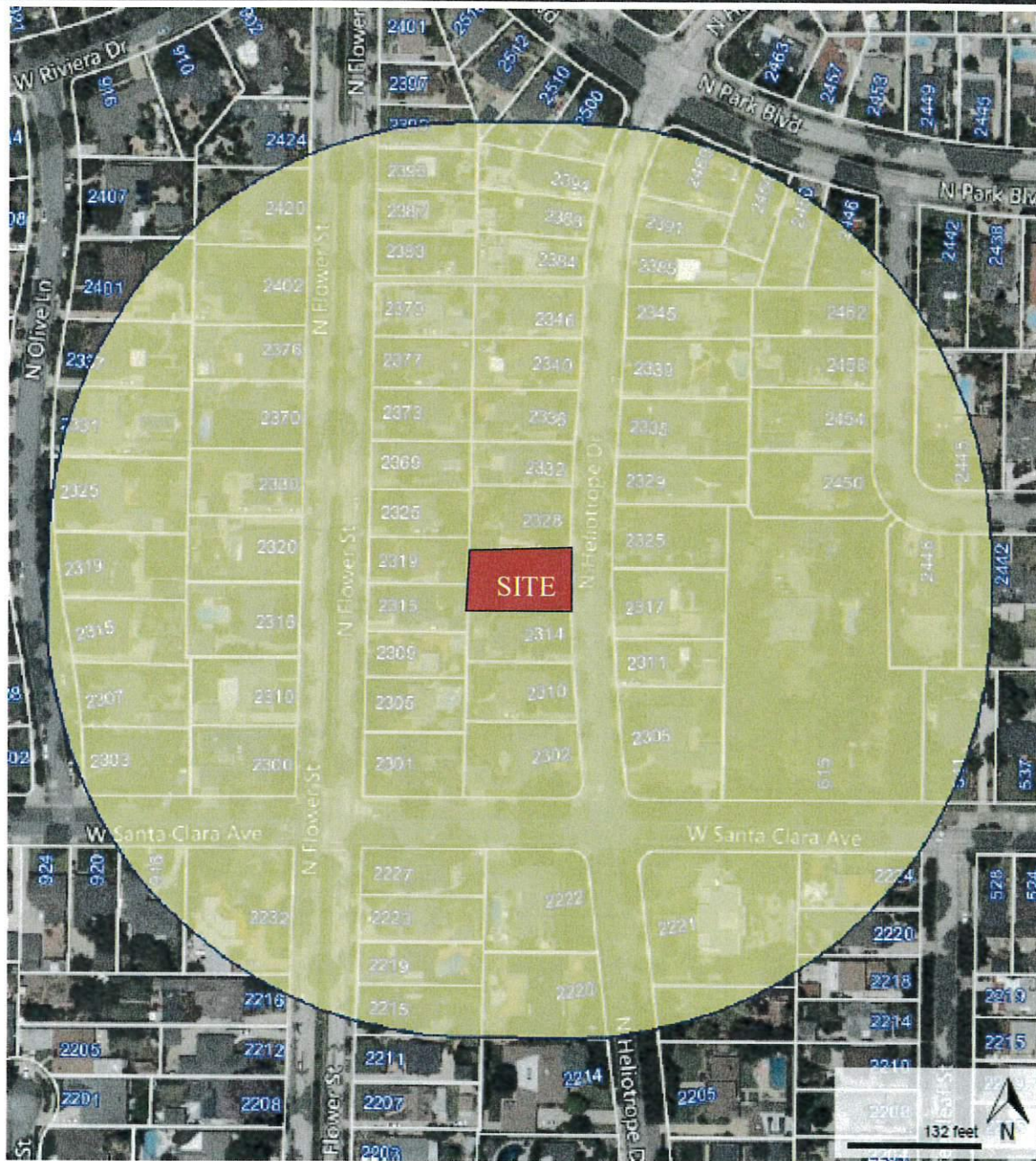
**EXHIBIT A
LEGAL DESCRIPTION**

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:

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



500' RADIUS

HRC 2020-03/ HRCA 2020-04/ HPPA 2020-06
 2320 NORTH HELIOTROPE DRIVE
 W.S. SPICER HOUSE

PLANNING AND BUILDING AGENCY

25C-177

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 4, for its contribution to the Floral Park neighborhood and for its association with 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, "has a distinctive architectural style and quality" representing the Colonial Revival style in Santa Ana, 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 (brick chimney); fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights).

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.

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) elevation. The roof is clad in contemporary asphalt shingle roofing and the exterior walls are clad in smooth stucco, with portions of the rear accented in brick veneer, and with vertical board and batten wood siding accenting 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 decorative wood piers and featuring a decorative segmental pediment. The entry features a wide six-panel wood door with two full height sidelights flanking the doorway and decorative wood paneling adjacent to the entry door. An interior brick chimney rises above the roof ridge line. Two six-over-six double-hung sash windows with full height shutters are displayed north of the entry along the front elevation. The southern portion of the front elevation features an adjacent pair of four-over-four double-hung sash windows, also with full height shutters, as well as a single six-over-six double-hung sash window. Along the north, south, and west elevation, the building incorporates a series of single six-over-six double-hung sash windows. A one-story, simple hipped 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 appear to detract from the integrity of the residence. The property is landscaped with low vegetation and neatly trimmed hedges and features a decorative walkway 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 Colonial Revival style. It was built in 1940 by prominent developer and 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 styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. This house was sold to Walter S. Spice and his wife Faye G. Spicer in 1940. The Spicer's were very active in 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 Employee 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

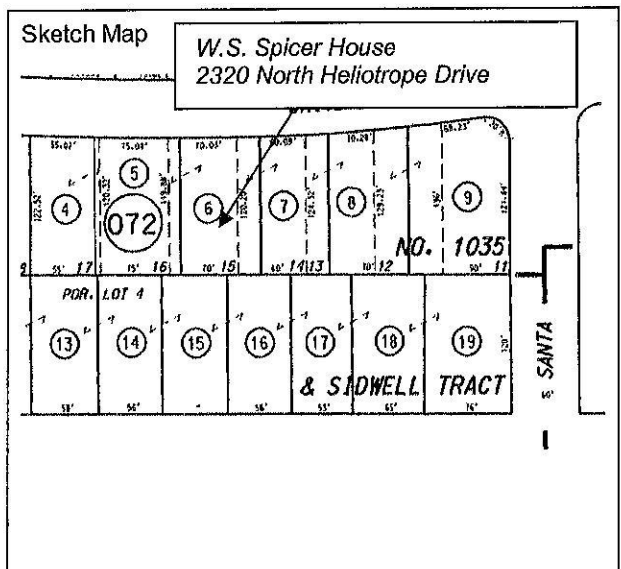
(See Continuation Sheet 3 of 3.)

B13. Remarks:

*B14. Evaluator: Leslie Heumann/Chattel Inc.

*Date of Evaluation: October 29, 2020

(This space reserved for official comments.)



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

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

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 Spicers 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 4, for its contribution to the Floral Park neighborhood and for its association with 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, "has a distinctive architectural style and quality" representing the Colonial Revival style in Santa Ana, 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 (brick chimney); fenestration (multi-light double hung windows); and architectural detailing (dormers, wood shutters, sidelights).

***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.

MILLS ACT AGREEMENT
2447 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 **Sara Camm-Turrietta and Tracie Turrietta, wife and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owners of real property located at **2447 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 **2447 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 **2447 North Heliotrope Drive**, Assessor Parcel Number, **002-064-30**, 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: Sara Camm-Turrietta and Tracie Turrietta
2447 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: _____
SARA CAMM-TURRIETTA

Date: _____

By: _____
TRACIE TURRIETTA

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:

PARCEL: 1

LOTS 16 AND 17 OF TRACT NUMBER 755, IN THE CITY OF SANTA ANA, COMITY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 221 PAGE 33, MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET OF SAID LOT 17.

ALSO EXCEPT THAT PORTION OF LOT 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16; RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 16, 10 FEET; THENCE NORTHWESTERLY TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 16 TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST 10 FEET OF LOT 17 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 221 PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 002-064-30

EXECUTIVE SUMMARY

M.E. LeSourd House
2447 North Heliotrope Drive
Santa Ana, CA 92706

NAME	M.E. LeSourd House			REF. NO.
ADDRESS	2447 North Heliotrope Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1945	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	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: Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

SUMMARY/CONCLUSION:

The M.E. LeSourd house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example, and one of the first to be constructed immediately post-World War II, of the Craftsman-influenced variant of the Ranch style. Additionally, the house has been categorized as "Key" because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana. (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) *M.E. LeSourd House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*a. County *Orange County*

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

Date: *March 3, 2015*

*c. Address *2447 North Heliotrope Drive*

City: *Santa Ana*

Zip: *92706*

*e. Other Locational Data: *Assessor's Parcel Number 002-064-30*

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

Located in Floral Park, the M.E. LeSourd house is a one-story single-family residence and an intact example of the Craftsman-influenced variant of the Ranch House style. The residence is asymmetrical in composition and features a "U"-shaped plan, topped with a cross-gabled wood shake, medium-pitched roof, with two prominent rear-facing gable extensions. The roof design exhibits wide open eaves with exposed rafters. The exterior is clad in wood shingle siding. A side gable spans the façade (south elevation). Offset to the east and sheltered under the main roof, the partial-width front porch is elevated one brick step above ground level and divided into three bays by simple, square, wood posts. The east bay of the porch contains the entry, consisting of a wood "Dutch" door flanked by two sidelights. In the center bay, a prominent wood tripartite, casement window is composed of a large, 16-light, fixed center window and flanking three-light casements. The west bay of the façade features a six-over-six double-hung wood window with decorative white shutters. Along the north, east, and west elevations, the house is fenestrated with a series of double-hung wood windows, including two-over-two, three-over-three, and four-over-four sashes. The "U"-shaped plan forms a rear outdoor patio/deck with prominent multi-light wood French doors, flanked by a series of sidelights. The north elevation has a prominent brick chimney. An interior brick chimney located towards the rear rises above the roof ridgeline and frames a modestly sized rear patio. Building permits document the demolition of the original detached garage and the construction of a new detached garage with attached storage room and potting room. The property is landscaped with several mature trees, a lawn, low vegetation and a decorative walkway at the front setback. Alterations to the house include the rear detached garage and the removal of original roof shingles. Other than the relatively minor noted changes, the house appears intact.

*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)
*South elevation, view north
September 2020*

*P6. Date Constructed/Age and Sources: ☒ historic
1945/ City of Santa Ana Building Permits

*P7. Owner and Address:
*Sara Camm-Turrietta and Tracie Turrieta
2447 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 #: *M.E. LeSourd House*

B1. Historic Name: *M.E. LeSourd House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Ranch House*

*B6. Construction History: (Construction date, alterations, and date of alterations): *June 21, 1945. Constructed. \$6,650.*

November 30, 1990. Re-roof. \$5,600.

June 18, 2014. Demolition of existing garage in the north east side of the property. \$2,500.

May 17, 2016. New detached garage w/attached storage room and potting room. \$36,100.

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

*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Myron E. LeSourd*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1945*

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 M.E. LeSourd House is architecturally significant as an early and characteristic example of the Ranch House style. This house was originally constructed in 1945, and was valued at approximately \$6,650, according to the original building permit. The first recorded occupants are Myron E. and Florence LeSourd. Florence LeSourd was a member of various social clubs, including the Ebell Household Economics and the First Congregational Church Woman's Union. Myron E. LeSourd was a Harvard graduate (1906) and worked as an accountant for Curran Lumber Company at 1003 East Fourth Street. The Curran lumber company owned by Frank Curran, was a city partner in much of the development of downtown Santa Ana and much of the development of pre- and post-WWII structures throughout the City. The Curran lumber was noted as receiving the contract for the second Santa Ana City Hall in 1935. Mr. and Mrs. LeSourd remained in the property until 1949 when they bequeathed the home to their daughter, Anne Marie LeSourd. According to city directories, various occupants resided on the property after Anne Marie LeSourd, including E.D. Agnew (1979), Adrian Carpets (1985), Jason E. and Gwendolen Wynder (1995), before the current owners acquired it in 2018.

(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.)

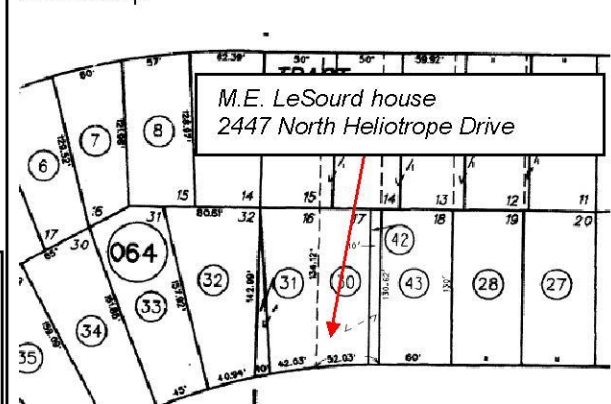
B13. Remarks:

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

*Date of Evaluation: *October 22, 2020*

(This space reserved for official comments.)

Sketch Map



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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3

Resource Name: *M.E. LeSourd 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 M.E. LeSourd 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 M.E. LeSourd house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example, and one of the first to be constructed immediately post-World War II, of the Craftsman-influenced variant of the Ranch style. Additionally, the house has been categorized as "Key" because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana. (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the M.E. LeSourd house include, but may not be limited to: asymmetrical facade, materials and finishes (wood shingle siding, wood shake roof); roof configuration; massing and composition; partial-façade entry porch; entry; fenestration (multi-pane hung windows where extant); and prominent brick chimney.

***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 12

HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES
COMMISSION APPLICATION NO. 2020-05,
HISTORIC REGISTER CATEGORIZATION
NO. 2020-04, AND HISTORIC PROPERTY
PRESERVATION AGREEMENT NO. 2020-07
FOR PROPERTY LOCATED AT 2447 NORTH
HELIOTROPE DRIVE**

Prepared by Pedro Gomez, AICP

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

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

CONTINUED TO _____

Executive Director

Planning Manager

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-05 and Historic Register Categorization No. 2020-04 (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 Sara Camm-Turrietta and Tracie Turrietta, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

Request of Applicant

Sara Camm-Turrietta and Tracie Turrietta are requesting approval to designate an existing residence located at 2447 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 north side of North Heliotrope Drive in the Floral Park neighborhood. The site consists of an 1,837-square-foot, Ranch House residence and detached garage on a 12,236-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 75 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 M.E. LeSourd House, is located within the Floral Park neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1945 by local builder Myron E. LeSourd. 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.

Symmetrical in composition, the residence features a "U"-shaped plan, topped with a cross-gabled wood shake, medium-pitched roof, with two prominent rear-facing gable extensions. The roof design exhibits wide open eaves with exposed rafters. The exterior is clad in wood shingle siding. Located off-center and sheltered under the main roof, the full-façade entry porch is characterized by wood "Dutch" door flanked by two sidelights, decorative brick walkway, simple wood square supports, and a prominent wood tripartite, casement picture window adjacent to the west of the front door. The front (south) elevation also features a six-over-six double-hung wood window with decorative white shutters. Along the north, east, and west the house features a series of double-hung wood windows, including two-over-two, three-over-three, and four-over-four sashes. The "U"-shaped plan forms a rear outdoor patio/deck with prominent multi-light wood French doors, flanked by a series of sidelights. The north elevation has a prominent brick chimney. The south elevation features four three-over-three windows and two smaller windows. An interior brick chimney located towards the rear rises above the roof ridgeline and frames a modestly sized rear patio. Character-defining features of the M.E. LeSourd house include, but may not be limited to: symmetrical facade, materials and finishes (wood siding shingle siding, wood shake roof); roof configuration; massing and composition (full-façade entry porch); fenestration (multi-pane hung windows where extant); and prominent brick chimney.

The M.E. LeSourd house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 as an intact example, and one of the first to be constructed immediately post-World War II, of the Craftsman-influenced variant of the Ranch style. Additionally, the house

has been categorized as "Key" because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana.

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. 2020-65 will be filed for this project.

HRCA No. 2020-05, HRC No. 2020-04,
HPPA No. 2020-07
October 29, 2020
Page 4


Pedro Gomez, AICP
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\2447 N Heliotrope Drive - M.E. LeSourd House\Staff Report - 2447 N. Heliotrope 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. 2020-05 TO PLACE THE PROPERTY LOCATED AT 2447 NORTH HELIOTROPE DRIVE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-04 PLACING SAID PROPERTY WITHIN THE KEY 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. 2020-05) and categorization (Historic Resources Commission Categorization No. 2020-04) of the M.E. LeSourd House located at 2447 North Heliotrope Drive, Santa Ana.
- B. The M.E. LeSourd House has distinctive architectural features of the Ranch House style and was built in 1945.
- C. This home qualifies for listing on the Santa Ana Register of Historical Properties and is eligible for categorization as Key because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana. Character-defining features of the M.E. LeSourd house include, but may not be limited to: symmetrical facade, materials and finishes (wood siding shingle siding, wood shake roof); roof configuration; massing and composition (full-façade entry porch); fenestration (multi-pane hung windows where extant); and prominent brick chimney.
- D. The legal owners of the property are Sara Camm-Turrietta and Tracie Turrietta.
- 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 Key category pursuant to Section 30-2.2(2) 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-2020-65 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. 2020-05 to place the M.E. LeSourd House located at 2447 North Heliotrope Drive, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-04 placing the M.E. LeSourd House located at 2447 North Heliotrope Drive, Santa Ana, 92706 within the Key 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
002-064-30	2447 North Heliotrope Drive	<p>PARCEL: 1 LOTS 16 AND 17 OF TRACT NUMBER 755, IN THE CITY OF SANTA ANA, COMITY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 221 PAGE 33, MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.</p> <p>EXCEPT THE EAST 10 FEET OF SAID LOT 17.</p> <p>ALSO EXCEPT THAT PORTION OF LOT 16, DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16; RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 16, 10 FEET; THENCE NORTHWESTERLY TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 16 TO THE POINT OF BEGINNING.</p> <p>PARCEL 2: THE EAST 10 FEET OF LOT 17 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN</p>	Sara Camm-Turrietta and Tracie Turrietta

FREE RECORDING PURSUANT TO
GOVERNMENT CODE § 27383

		BOOK 221 PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	
--	--	---	--

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 **Sara Camm-Turrietta and Tracie Turrietta, wife and wife as joint tenants**, (hereinafter collectively referred to as "Owner"), owners of real property located at **2447 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 **2447 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 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 **2447 North Heliotrope Drive**, Assessor Parcel Number, **002-064-30**, 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: Sara Camm-Turrietta and Tracie Turrietta
2447 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: _____
SARA CAMM-TURRIETTA

Date: _____

By: _____
TRACIE TURRIETTA

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

LOTS 16 AND 17 OF TRACT NUMBER 755, IN THE CITY OF SANTA ANA, COMITY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 221 PAGE 33, MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE EAST 10 FEET OF SAID LOT 17.

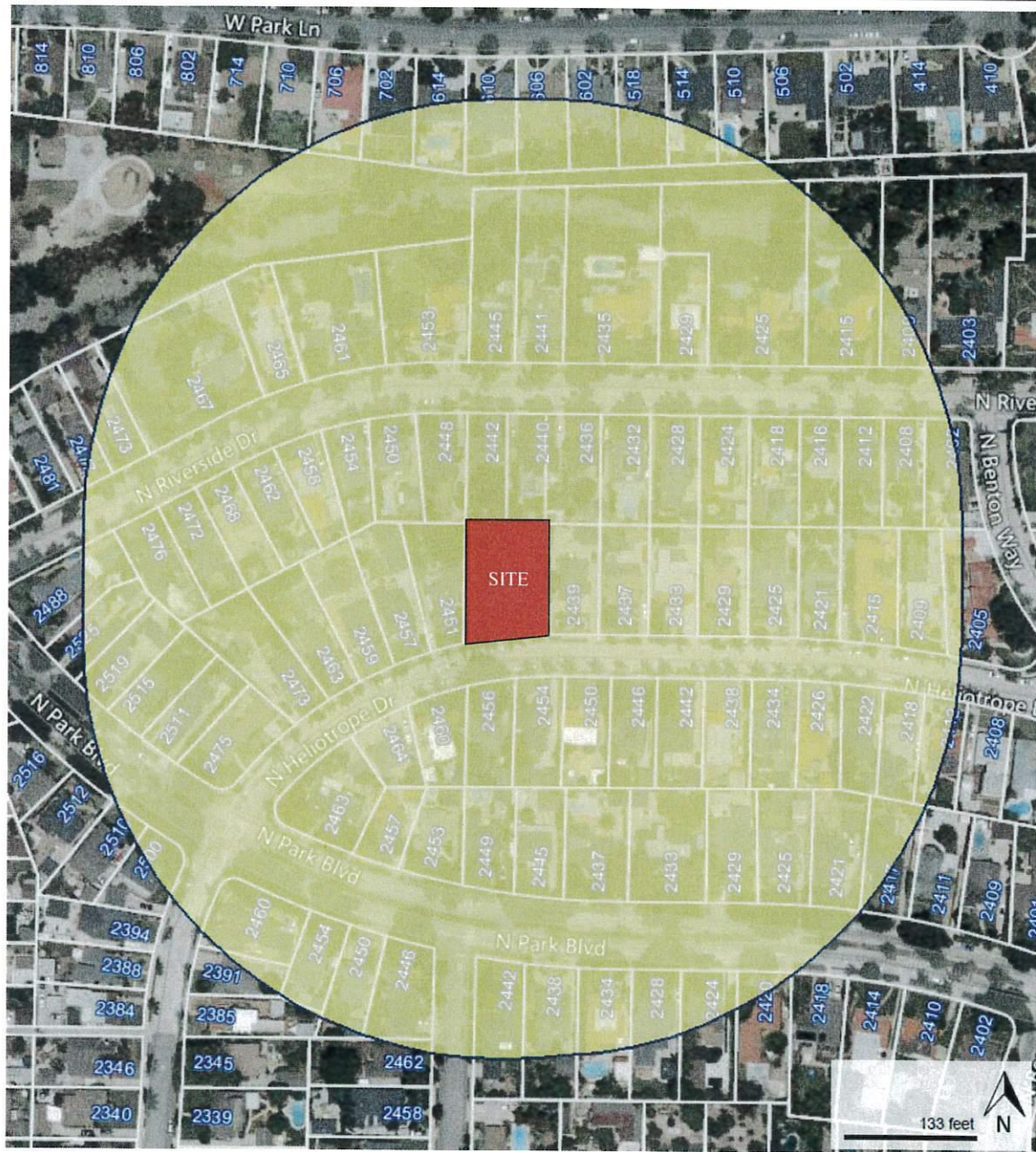
ALSO EXCEPT THAT PORTION OF LOT 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16; RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 16, 10 FEET; THENCE NORTHWESTERLY TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 16 TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST 10 FEET OF LOT 17 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 221 PAGE 33, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Assessor's Parcel Number: 002-064-30



500' RADIUS

HRC 2020-04/ HRCA 2020-05/ HPPA 2020-07
2447 NORTH HELIOTROPE DRIVE
M.E. LESOURD HOUSE

PLANNING AND BUILDING AGENCY

25C-215

EXECUTIVE SUMMARY

M.E. LeSourd House
2447 North Heliotrope Drive
Santa Ana, CA 92706

NAME	M.E. LeSourd House			REF. NO.
ADDRESS	2447 North Heliotrope Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1945	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	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: Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

SUMMARY/CONCLUSION:

The M.E. LeSourd house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example, and one of the first to be constructed immediately post-World War II, of the Craftsman-influenced variant of the Ranch style. Additionally, the house has been categorized as "Key" because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana. (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.

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) *M.E. LeSourd House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

*c. Address *2447 North Heliotrope Drive*

*e. Other Locational Data: Assessor's Parcel Number *002-064-30*

*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 M.E. LeSourd house is a one-story single-family residence and an intact example of the Craftsman-influenced variant of the Ranch House style. The residence is symmetrical in composition and features a "U"-shaped plan, topped with a cross-gabled wood shake, medium-pitched roof, with two prominent rear-facing gable extensions. The roof design exhibits wide open eaves with exposed rafters. The exterior is clad in wood shingle siding. Located off-center and sheltered under the main roof, the full-façade entry porch is characterized by wood "Dutch" door flanked by two sidelights, decorative brick walkway, simple wood square supports, and a prominent wood tripartite, casement picture window adjacent to the west of the front door. The front (south) elevation also features a six-over-six double-hung wood window with decorative white shutters. Along the north, east, and west the house features a series of double-hung wood windows, including two-over-two, three-over-three, and four-over-four sashes. The "U"-shaped plan forms a rear outdoor patio/deck with prominent multi-light wood French doors, flanked by a series of sidelights. The north elevation has a prominent brick chimney. The south elevation features four three-over-three windows and two smaller windows. An interior brick chimney located towards the rear rises above the roof ridge and frames a modestly sized rear patio. Building permits document the demolition of the original detached garage and the construction of a new detached garage with attached storage room and potting room. The property is landscaped with several mature trees, a lawn, low vegetation and a decorative walkway at the front setback. Alterations to the house include the rear detached garage and the removal of original roof shingles. Other than the relatively minor noted changes, the house appears intact.

*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)

*South elevation, view north
September 2020*

*P6. Date Constructed/Age and Sources: ☒ historic
1945/ City of Santa Ana Building Permits

*P7. Owner and Address:
*Sara Camm-Turrietta and Tracie Turrieta
2447 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 #: M.E. LeSourd House

B1. Historic Name: M.E. LeSourd House

B2. Common Name: Same

B3. Original Use: Single-family Residence

B4. Present Use: Single-family Residence

*B5. Architectural Style: Ranch House

*B6. Construction History: (Construction date, alterations, and date of alterations): June 21, 1945. Constructed. \$6,650.

November 30, 1990. Re-roof. \$5,600.

June 18, 2014. Demolition of existing garage in the north east side of the property. \$2,500.

May 17, 2016. New detached garage w/attached storage room and potting room. \$36,100.

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

*B8. Related Features: None.

B9a. Architect: Unknown

b. Builder: Myron E. LeSourd

*B10. Significance: Theme Residential Architecture

Area Santa Ana

Period of Significance: 1945

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 M.E. LeSourd House is architecturally significant as a characteristic example of the Ranch House style. This house was originally constructed in 1945, and was valued at approximately \$6,650, according to the original building permit. The first recorded occupants are Myron E. and Florence LeSourd. Florence LeSourd was a member of various social clubs, including the Ebell Household Economics and the First Congregational Church Woman's Union. Myron E. LeSourd was a Harvard graduate (1906) and worked as an accountant for Curran Lumber Company at 1003 East Fourth Street. The Curran lumber company owned by Frank Curran, was a city partner in much of the development of downtown Santa Ana and much of the development of pre- and post-WWII structures throughout the City. The Curran lumber was noted as receiving the contract for the second Santa Ana City Hall in 1935. Mr. and Mrs. LeSourd remained in the property until 1949 when they bequeathed the home to their daughter, Anne Marie LeSourd. According to city directories, various occupants resided on the property after Anne Marie LeSourd, including E.D. Agnew (1979), Adrian Carpets (1985), Jason E. and Gwendolen Wynder (1995), before the current owners acquired it in 2018.

(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:

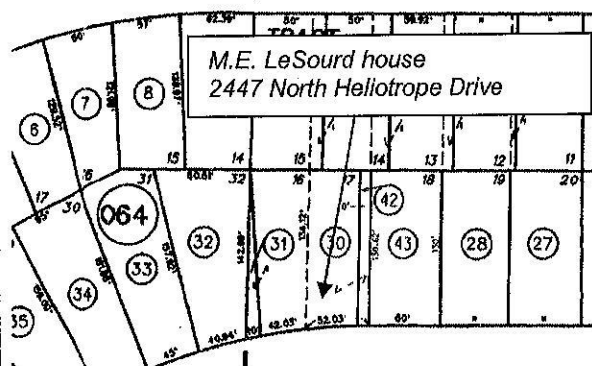
*B14. Evaluator: Leslie Heumann/Chattel Inc.

*Date of Evaluation: October 22, 2020

DPR 523B

(This space reserved for official comments.)

Sketch Map



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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3
*Recorded by Pedro Gomez

Resource Name: M.E. LeSourd House

*Date October 29, 2020 ☒ Continuation ☐ Update

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 M.E. LeSourd 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 M.E. LeSourd house qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an intact example, and one of the first to be constructed immediately post-World War II, of the Craftsman-influenced variant of the Ranch style. Additionally, the house has been categorized as "Key" because it "has a distinctive architectural style and quality" as an example of early post-World War II Ranch style in Santa Ana. (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the M.E. LeSourd house include, but may not be limited to: symmetrical facade, materials and finishes (wood siding shingle siding, wood shake roof); roof configuration; massing and composition (full-façade entry porch); fenestration (multi-pane hung windows where extant); and prominent brick chimney.

***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.

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 **Camron E. and Phyllis A. Bussard, husband and wife as community property with right of survivorship**, (hereinafter collectively referred to as “Owner”), owners of real property located at **1015 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 **1015 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 **1015 West River Lane**, Assessor Parcel Number, **001-231-04**, 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: Camrom E. and Phyllis A. Bussard
1015 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: _____
CAMRON E. BUSSARD

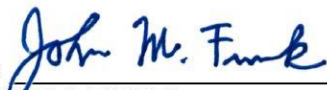
Date: _____

By: _____
PHYLLIS A. BUSSARD

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

Assessor's Parcel Number: 001-231-04

EXECUTIVE SUMMARY

E.M. Crawford House
1015 West River Lane
Santa Ana, CA 92706

NAME	E.M. Crawford House			REF. NO.
ADDRESS	1015 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: Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

SUMMARY/CONCLUSION:

The E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance". (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) *E.M. Crawford House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

*c. Address *1015 West River Lane*

*e. Other Locational Data: Assessor's Parcel Number *001-231-04*

*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)

The E.M. Crawford House is a one-story single-family residence with an attached two-car garage constructed in a California Ranch style. A rare example of adobe construction in Santa Ana, the house and garage delineate an "L"-shaped plan, which embraces a shallow rear patio and creates a generously sized rear courtyard area. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low-pitched, cross-hipped roof with wide, overhanging, open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing and the exterior of the house consists of whitewashed, solid "Verdugo Adobe" brick, reportedly made on site, each approximately twelve-inches wide, eighteen-inches long, and five-inches thick, with no two bricks alike. Along the front (south) elevation, the house features a full-width broad porch and a two wide double doors that open into the rear courtyard, gated by Art Deco inspired wrought iron gates. Entry into the residence is accessed off of the rear courtyard and features a deeply recessed wood door, and adjacent sliding patio doors providing access to the "Lanai." The front (south) elevation features two deeply recessed, multi-light, metal-framed casement windows. The north, west, and east elevations, as well as along the interior courtyard, also feature deeply recessed multi-light, metal-framed casement windows. A secondary entry porch into the exterior courtyard features a simple wood door, and is clad in board-and-batten wood siding. Two prominent adobe brick chimneys located along the east and west elevations rise above the roof ridgeline and feature decorative chimney caps with cross in an upside down "V" design. The rear courtyard still retains an original incinerator, also constructed of adobe bricks concurrent with construction of the house. The house appears intact and is in good condition.

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

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

P5a. Photo



P5b. Photo: (view and date)
*South elevation, view north
September 2020*

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

*P7. Owner and Address:
*Camron and Phyllis Bussard
1015 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 #: *E.M. Crawford House*

B1. Historic Name: *E.M. Crawford House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Ranch House*

*B6. Construction History: (Construction date, alterations, and date of alterations): *November 1, 1948. Constructed. \$20,000.*

October 24, 1985. Solar domestic heater.

October 29, 1991. Convert bedroom to master bath 160 sq. ft. \$12,000.

March 18, 1994. Reroof with tear off and installation of comp shingles. \$7,250.

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

*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Edgar B. Lembke*

*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 E.M. Crawford House is architecturally significant as a characteristic example of the California Ranch style, and as a rare example of adobe construction in the City of Santa Ana. The house was originally constructed in 1948 by Edgar B. Lembke, and was valued at approximately \$20,000, according to the original building permit. The first recorded occupants were Earl M. and Bertha L. Crawford. Born in California, Earl M. Crawford was a local agriculturist and Chairman of the utilities department of the Orange County Farm Bureau, and Vice President, and subsequently President, of the Olive Heights Citrus Association. Built in the early 1920's on three acres of land beside the railroad tracks on Orange-Olive Road, the Olive Heights packing house was, "one of 53 packinghouses that dotted the county from Brea to San Juan Capistrano. But as the miles of orange groves gave way to housing tracts after World War II, Valencia orange production plummeted. There were 65,000 acres dedicated to oranges in 1940 compared to less than 1,000 in 1995" (Los Angeles Times, February 7, 1997). Additional residents over the years included, J.H. Westerman Jr. (1979), Howell T. Hunt (1985), and Barbara Schmid (1990). In 2006, the property was acquired by John L. and Carolyn J. Kuykendal and in 2014 it was sold to the current owner.

(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

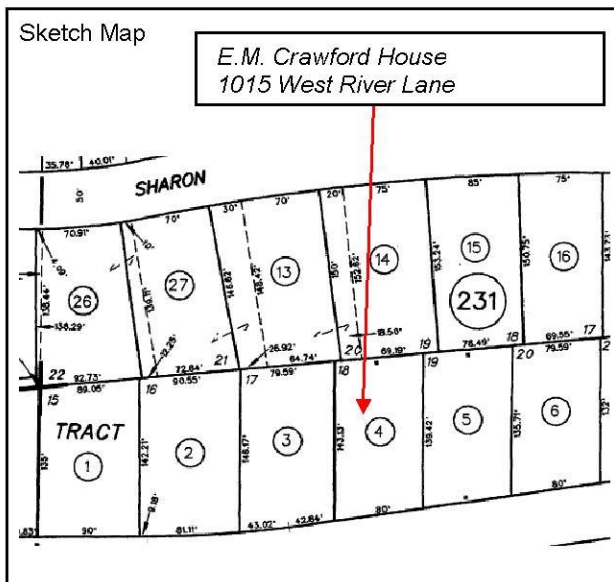
(See Continuation Sheet 3 of 3.)

B13. Remarks:

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

*Date of Evaluation: *October 29, 2020*

(This space reserved for official comments.)



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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 4

Resource Name: *E.M. Crawford House*

*Recorded by *Pedro Gomez*

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

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

The E.M. Crawford 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 E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion 3 as a rare example of adobe construction in Santa Ana. The original "ranch" houses of the southwestern United States were built following the arrival of the Spanish and Mexican settlers in the eighteenth century. Using traditional building techniques and the available materials of clay and straw, houses—indeed, most buildings from the time of arrival through the first decades of the nineteenth century—were one-story structures of adobe bricks. Overhanging roof eaves sheltered porches that functioned as outdoor rooms and exterior corridors. Thick adobe walls necessitated deeply recessed window and door openings, with embedded wooden headers added for support. Many of these "hacienda" style homes were L-, U-, or box-shaped in plan in order to incorporate a courtyard.

Adobe construction had been mostly supplanted by wood frame and masonry by the mid-nineteenth century in southern California. Adobe enjoyed brief and limited periods of resurgence in association with the Mission and Spanish Colonial Revival styles of the first few decades of the twentieth century. When architects were experimenting with prototypes of what became the California Ranch style, one of the antecedents to which they looked for inspiration was the adobe ranch houses surviving from the nineteenth century. Cliff May, the trailblazing Ranch style architect, often emulated the appearance of adobe construction and used the actual material in a handful of his designs. In the post-World War II period, other architects and builders also experimented with modern adobe building systems. One such architect was Hugh W. Comstock of Carmel, California, who published a monograph in 1948 describing his "Post-Adobe" system combining "a rugged timber frame and modern stabilized adobe." The Verdugo Brick system utilized for the E. M. Crawford House appears to be another such foray into adobe construction.

Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance." (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the E.M. Crawford House include, but may not be limited to: massing ("L" -shaped plan incorporating courtyards and covered porches); low-pitched, cross-hipped roof; wide, overhanging, open eaves and exposed rafters; "Verdugo Adobe" brick; fenestration (multi-light, metal-framed casement windows); wooden window and door headers; and adobe brick chimneys.

CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 4 of 4

Resource Name: *E.M. Crawford House*

*Recorded by *Pedro Gomez*

*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
National Register Bulletin, Historic Residential Suburbs, p. 49
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 14

HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES
COMMISSION APPLICATION NO. 2020-06,
HISTORIC REGISTER CATEGORIZATION
NO. 2020-05, AND HISTORIC PROPERTY
PRESERVATION AGREEMENT NO. 2020-08
FOR PROPERTY LOCATED AT 1015 WEST RIVER
LANE**

Prepared by Pedro Gomez, AICP

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

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

CONTINUED TO _____

Executive Director

Planning Manager

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-06 and Historic Register Categorization No. 2020-05 (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 Camron E. and Phyllis A. Bussard, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

Request of Applicant

Camron E. and Phyllis A. Bussard are requesting approval to designate an existing residence located at 1015 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 north side of West River Lane in the Jack Fisher Park neighborhood. The site consists of a 2,668-square-foot, Ranch House residence and attached garage on a 11,325-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 E.M. Crawford House, is located within the Jack Fisher Park neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1948 by Edgar B. Lembke, and was valued at approximately \$20,000, according to the original building permit. During the post- World War II 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." Construction quickly transformed the neighborhood from agricultural to residential. 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.

An outstanding and intact example of a Ranch House style and a rare example of adobe construction in Santa Ana, the house and garage delineate an "L" -shaped plan, which embraces a shallow rear patio and creates a generously sized rear courtyard area. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, cross-hipped roof with wide, overhanging, open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing and the exterior of the house is clad in solid "Verdugo Adobe" brick, reportedly made on site, each approximately twelve-inches wide, eighteen-inches long, and five-inches thick, with no two bricks alike. Along the front (south) elevation, the house features a full-width broad porch and a two wide double doors that open into the rear courtyard, gated by art deco inspired wrought iron gates. Entry into the residence is accessed off of the rear courtyard and features a deeply recessed wood door, and adjacent sliding patio doors providing access to the "Lanai." The front (south) elevation features two deeply recessed multi-light, metal-framed casement windows. The north, west, and east elevations, as well as along the interior courtyard, also feature deeply recessed multi-light, metal-framed casement windows. A secondary entry porch into the exterior courtyard features a simple wood door, and is clad in board-and-batten wood siding. Character-defining features of the E.M. Crawford House include, but may not be limited to: massing ("L" -shaped plan); low pitched, cross-hipped roof; wide, overhanging, open eaves and exposed rafters; "Verdugo Adobe" brick; fenestration (multi-light, metal-framed casement windows); and adobe brick chimneys.

The E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion No. 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance."

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.

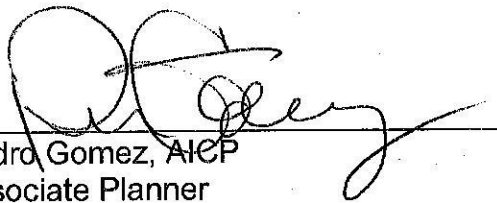
Public Notification

The subject site is located within the 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.

HRCA No. 2020-06, HRC No. 2020-05,
HPPA No. 2020-08
October 29, 2020
Page 4

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. 2020-66 will be filed for this project.



Pedro Gomez, AICP
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\1015 W. River Lane - E.M. Crawford House\ Staff Report -1015 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. 2020-06 TO PLACE THE PROPERTY LOCATED AT 1015 WEST RIVER LANE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-05 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. 2020-06) and categorization (Historic Resources Commission Categorization No. 2020-05) of the E.M. Crawford House located at 1015 West River Lane, Santa Ana.
- B. The E.M. Crawford House has distinctive architectural features of the Ranch House style and was built in 1948.
- C. The E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion No. 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance." Character-defining features of the E.M. Crawford House include, but may not be limited to: massing ("L" -shaped plan); low pitched, cross-hipped roof; wide, overhanging, open eaves and exposed rafters; "Verdugo Adobe" brick; fenestration (multi-light, metal-framed casement windows); and adobe brick chimneys.
- D. The legal owners of the property are Camron E. and Phyllis A. Bussard.
- 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-2020-66 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. 2020-06 to place the E.M. Crawford House located at 1015 West River Lane, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-05 placing the E.M. Crawford House located at 1015 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
001-231-04	1015 West River Lane	LOT 18 OF TRACT NO. 1160 AS PER MAP THEREOF RECORDED IN BOOK 38, PAGES 37 AND 38 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	Camron E. and Phyllis A. Bussard

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 **Camron E. and Phyllis A. Bussard, husband and wife as community property with right of survivorship**, (hereinafter collectively referred to as "Owner"), owners of real property located at **1015 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 **1015 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 **1015 West River Lane**, Assessor Parcel Number, **001-231-04**, 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: Camrom E. and Phyllis A. Bussard
1015 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: _____
CAMRON E. BUSSARD

Date: _____

By: _____
PHYLLIS A. BUSSARD

APPROVED AS TO FORM:

RECOMMENDED FOR APPROVAL:

SONIA CARVALHO
City Attorney

By: _____
LISA STORCK
Assistant City Attorney

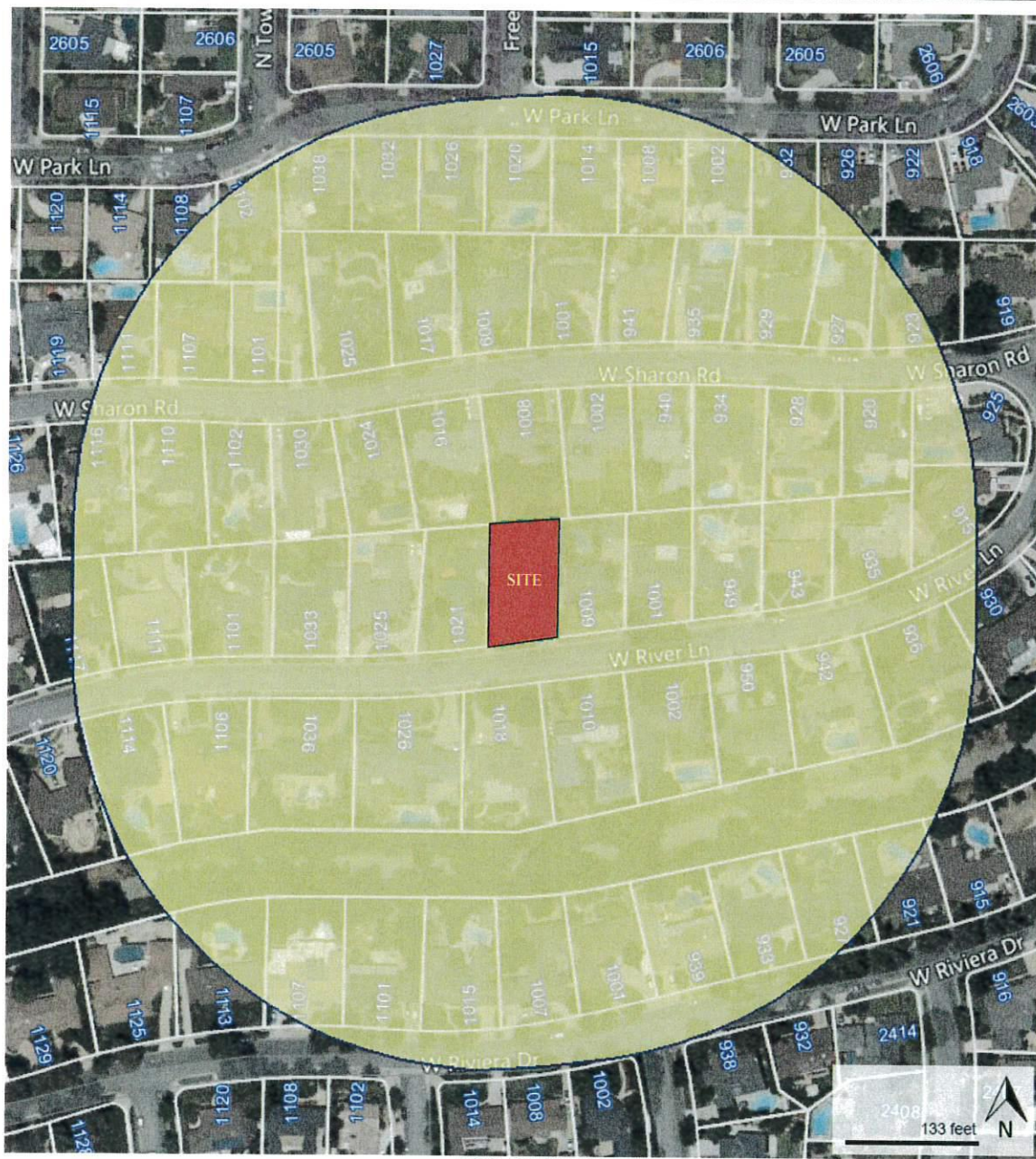
MINH THAI
Executive Director
Planning and Building Agency

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

Assessor's Parcel Number: 001-231-04



500' RADIUS

HRC 2020-06/ HRCA 2020-05/ HPPA 2020-08
1015 WEST RIVER LANE
E.M. CRAWFORD HOUSE

PLANNING AND BUILDING AGENCY

25C-254

EXECUTIVE SUMMARY

E.M. Crawford House
1015 West River Lane
Santa Ana, CA 92706

NAME	E.M. Crawford House			REF. NO.
ADDRESS	1015 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: Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

SUMMARY/CONCLUSION:

The E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance". (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) *E.M. Crawford House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad: TCA 1725

*c. Address 1015 West River Lane

*e. Other Locational Data: Assessor's Parcel Number 001-231-04

*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)

The E.M. Crawford House is a one-story single-family residence with an attached two-car garage constructed in a California Ranch style. An outstanding and very intact example of a Ranch House style and a rare example of adobe construction in Santa Ana, the house and garage delineate an "L"-shaped plan, which embraces a shallow rear patio and creates a generously sized rear courtyard area. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, cross-hipped roof with wide, overhanging, open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing and the exterior of the house is clad in solid "Verdugo Adobe" brick, reportedly made on site, each approximately twelve-inches wide, eighteen-inches long, and five-inches thick, with no two bricks alike. Along the front (south) elevation, the house features a full-width broad porch and a two wide double doors that open into the rear courtyard, gated by art deco inspired wrought iron gates. Entry into the residence is accessed off of the rear courtyard and features a deeply recessed wood door, and adjacent sliding patio doors providing access to the "Lanai." The front (south) elevation features two deeply recessed multi-light, metal-framed casement windows. The north, west, and east elevations, as well as along the interior courtyard, also feature deeply recessed multi-light, metal-framed casement windows. A secondary entry porch into the exterior courtyard features a simple wood door, and is clad in board-and-batten wood siding. Two prominent adobe brick chimneys located along the east and west elevation rise above the roof ridgeline and featuring a decorative chimney cap with cross with an upside down "V" design. The rear courtyard still retains an original incinerator, also constructed of adobe bricks and during the same time as construction of the house. The house appears intact and is in good condition.

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

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

P5a. Photo



P5b. Photo: (view and date)
*South elevation, view north
September 2020*

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

*P7. Owner and Address:
*Camron and Phyllis Bussard
1015 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 #: *E.M. Crawford House*

B1. Historic Name: *E.M. Crawford House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Ranch House*

*B6. Construction History: (Construction date, alterations, and date of alterations): *November 1, 1948. Constructed. \$20,000.*

October 24, 1985. Solar domestic heater.

October 29, 1991. Convert bedroom to master bath 160 sq. ft. \$12,000.

March 18, 1994. Reroof with tear off and installation of comp shingles. \$7,250.

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

*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Edgar B. Lembke*

*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 E.M. Crawford House is architecturally significant as a characteristic example of the California Ranch style, and as a rare example of adobe construction in the City of Santa Ana. The house was originally constructed in 1948 by Edgar B. Lembke, and was valued at approximately \$20,000, according to the original building permit. The first recorded occupants were Earl M. and Bertha L. Crawford. Born in California, Earl M. Crawford was a local agriculturist and Chairman of the utilities department of the Orange County Farm Bureau, Vice President, and subsequently President, of the Olive Heights Citrus Association. Built in the early 1920's on three acres of land beside the railroad tracks on Orange-Olive Road, the Olive Heights packing house was, "one of 53 packinghouses that dotted the county from Brea to San Juan Capistrano. But as the miles of orange groves gave way to housing tracts after World War II, Valencia orange production plummeted. There were 65,000 acres dedicated to oranges in 1940 compared to less than 1,000 in 1995" (Los Angeles Times, February 7, 1997). Additional residents over the years included, J.H. Westerman Jr. (1979), Howell T. Hunt (1985), and Barbara Schmid (1990). In 2006, the property was acquired by John L. and Carolyn J. Kuykendal and in 2014 it was sold to the current owner.

(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:

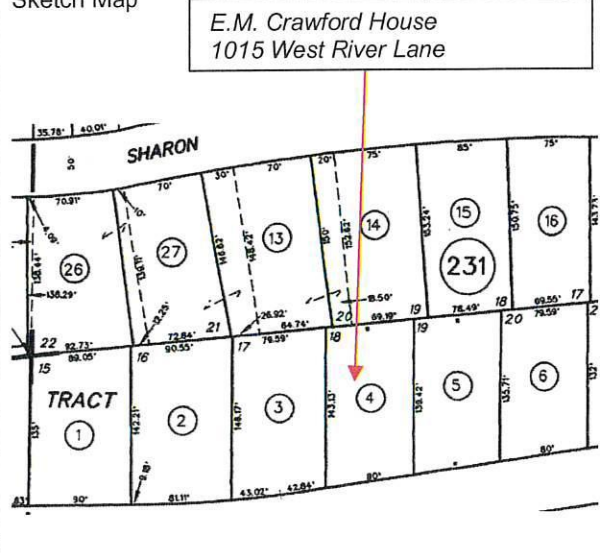
*B14. Evaluator: *Leslie Heumann/Chattel, Inc.*

*Date of Evaluation: *October 29, 2020*

DPR 523B

(This space reserved for official comments.)

Sketch Map



CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 3 of 4

Resource Name: E.M. Crawford House

*Recorded by Pedro Gomez

*Date October 29, 2020 ☒ Continuation ☐ Update

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

The E.M. Crawford 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 sq. ft. 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 E.M. Crawford House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 as an early and very intact example of the Ranch style in Santa Ana and under Criterion 3 as a rare example of adobe construction in Santa Ana. Additionally, the house has been categorized as "Landmark" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana, and because, as a rare, perhaps unique, example of the late adobe revival in Santa Ana, the building has a "unique architectural significance." (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the E.M. Crawford House include, but may not be limited to: massing ("L" -shaped plan); low pitched, cross-hipped roof; wide, overhanging, open eaves and exposed rafters; "Verdugo Adobe" brick; fenestration (multi-light, metal-framed casement windows); and adobe brick chimneys.

***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.

CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 4 of 4

Resource Name: *E.M. Crawford 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

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.

**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 **Valerie J. Boulter, an unmarried woman**, (hereinafter collectively referred to as “Owner”), owner of real property located at **920 North Louise 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 **920 North Louise Street, Santa Ana, CA, 92703** 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 **920 North Louise Street**, Assessor Parcel Number, **405-262-08**, 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: Valerie J. Boulter
920 North Louise Street
Santa Ana, CA 92703

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: _____
VALERIE J. BOULTER

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:

THE EASTERLY 175 FEET OF THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT WHICH IS 325 WEST OF THE 375 FEET NORTH (PARALLEL TO THE WEST LINE OF BAKER STREET) OF THE NORTHEAST CORNER OF LOT 4 IN BLOCK "A" OF "HEDGES ADDITION TO SANTA ANA," AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 48 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING WEST 325 TO THE EAST LINE OF BRISTOL STREET, 74 FEET; THENCE EAST 325 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF BAKER STREET, 74 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE SOUTH 1.45 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 OF "TRACT NO. 839," AS SHOWN ON A MAP RECORDED IN BOOK 25, PAGE 42 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 6, 144.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH PARALLEL TO THE EAST LINE OF BRISTOL STREET, 172.23 FEET, MORE OR LESS, TO THE NORTH LINE OF HEDGES ADDITION, AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 48 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE EAST ALONG THE NORTH LINE OF HEDGES ADDITION 144.25 FEET, MORE OR LESS, TO THE WEST LINE OF LOUISE STREET; THENCE NORTH ALONG THE WEST LINE OF LOUISE STREET 172.23 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION, IF ANY, INCLUDED IN THE PARCEL OF LAND DESCRIBED IN DEED FROM H.M. SECREST AND WIFE TO J. EARL. BROWNING AND WIFE RECORDED SEPTEMBER 24, 1937 IN BOOK 911, PAGE 153 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 405-262-08

EXECUTIVE SUMMARY

Clem-Koentopp House
920 North Louise Street
Santa Ana, CA 92703

NAME	Clem-Koentopp House			REF. NO.
ADDRESS	920 North Louise Street			
CITY	Santa Ana	ZIP	92703	ORANGE COUNTY
YEAR BUILT	1936	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Washington Square	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

SUMMARY/CONCLUSION:

The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana (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) *Clem-Koentopp House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad TCA 1725

*c. Address 920 North Louise Steet

*e. Other Locational Data: Assessor's Parcel Number 405-262-08

*a. County Orange County

Date: March 3, 2015

City Santa Ana

Zip 92703

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

Located in Washington Square, this is a one-story single-family residence on a large parcel constructed in a Ranch House style. A detached garage is located a few feet behind (west of) the south end of the rear (west) elevation of the residence. Asymmetrical in design, the house exhibits a strong horizontal emphasis and features a moderately pitched cross-hipped roof design with a two front-facing hipped extensions ("wings") along the front, facing outwardly in opposite directions, and two gabled extensions along the rear (west) elevation. The roof design exhibits wide open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing while the exterior of the house is clad in a combination of brick and horizontal wood siding. Located off-center and sheltered under the main roof, the entry is characterized by brick veneer siding, ceramic tile walkway, simple wood porch supports with horizontal wood slates, and decorative porch railings with a geometric design. The entry also features long multi-light, wood casement windows with floor-to-ceiling decorative shutters and a multi-light french-door, also with floor-to-ceiling decorative shutters. Along the front elevation, the southern "wing" features an extension for a window seat design that features two multi-light fixed picture windows. The northern "wing" features multiple multi-light wood casement windows, of which one is deeply recessed and prominently located along the front end of the "wing." Along the north, south, and west elevations, the building incorporates a series of wood windows, including multi-light casement windows with decorative shutters, and a wood bay window with a patina copper cover. An exterior brick chimney with a stone veneer is located along the rear (west) elevation and rises above the roof ridgeline. The property is heavily landscaped with mature palm trees, a lawn, low vegetation and single decorative walkway leading towards 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
1936/ City of Santa Ana Building Permits

*P7. Owner and Address:
Valerie Boulter
920 North Louise Steet
Santa Ana, CA 92703

*P8. Recorded by:
Pedro Gomez
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 #: Clem-Koentopp House

- B1. **Historic Name:** *Clem-Koentopp House*
 B2. **Common Name:** *Same*
 B3. **Original Use:** *Single-Family Residence* **B4. Present Use:** *Single-Family Residence*
 *B5. **Architectural Style:** *Ranch House*
 *B6. **Construction History:** (Construction date, alterations, and date of alterations): *Constructed 1936. \$5,000.*

September 10, 1971. Waterheater installation.
September 24, 1974. Heating and air repair for Cecil Mahoney.
April 25, 2000. Service meter upgrade.

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

*B8. Related Features: *Row of palm trees across front of house.*

B9a. Architect: *Harold Carl Nordstrom*

b. Builder: *Unknown*

***B10. Significance:** Theme *Residential Architecture* Area *Santa Ana*
Period of Significance: *1936* **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 Clem-Koentopp House is architecturally significant as an early and characteristic example of Ranch House style. Built in 1936, the Clem-Koentopp House was designed by H.C. Nordstrom, a local Santa Ana architect and a "Renovize Man," associated with the Santa Ana Renovize campaign of the early 1930's. Mr. Nordstrom is associated with Stanley Clem, a local Santa Ana civic leader, vice-president, and sales manager of the Santa Ana Lumber Company. Along with Mr. Nordstrom, Stanley Clem is credited with designing and patenting the "Lockcraft" framing system, which at the time was a new system of wood building construction that combined, "qualities of safety, economy, beauty, and simplicity" (Santa Ana Register, July 2, 1936).

The first known residents of the Clem-Koentopp House were Albert P. Koentopp and his wife Mildred Koentopp. Mr. Koentopp was a doctor of chiropractic (D.C.) and doctor of chiropractic philosophy (Ph.C.) who graduated from Palmer College of Chiropractic and practiced in the historic Otis Building on 101 West Fourth Street at Martyn X-Ray Chiropractors along fellow Palmer graduate and chiropractor C.A. Martyn, D.C. Mr. and Mrs. Koentopp remained in the property until mid-1940's when it was sold to James and Cecil A. Mahoney who remained in the house until 1987. According to city directories, the next resident was Edwin Smith (1988), who then sold it to Daniel Hopson in 2001. Robert and Diedre Moffat purchased the property in 2006 and sold it to the current property in 2017.

(See Continuation Sheet 3 of 3.)

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

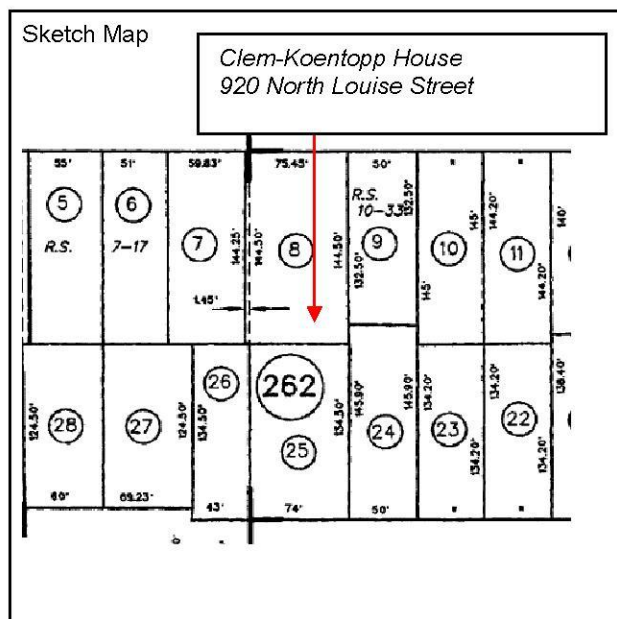
***B12. References:**

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.)



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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3

Resource Name: *Clem-Koentopp 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 Clem-Koentopp House is located in Washington Square, a neighborhood northwest of downtown Santa Ana bounded by Bristol Street, West Seventeenth Street, North Flower Street, and West Civic Center Drive. Most of this area was owned by the family of Jacob Ross, who had purchased portions of the Rancho Santiago de Santa Ana in 1868 and 1869. Walnuts and other crops were grown in the area during the late nineteenth and early twentieth centuries, with a few farmhouses, most notably the Ross-McNeal House at 1020 North Baker Street, dotting the landscape. By 1905, Baker and Towner were the only streets in the neighborhood, which extended from Hickey (now Civic Center) only as far as Washington and which contained only about a dozen homes. The status quo had not changed much by 1915, when a brick yard was located at the northern terminus of Olive Street at Hickey. In 1925, the beginning of the development that would convert this largely agricultural area into a middle class neighborhood of single-family homes over the next 25 years had begun. In the late 1920s and early 1930s, the Tudor Revival and Spanish Colonial Revival homes were the standard, with American Colonial Revival saltboxes and ranch style homes favored in the years before and after World War II. During the 1930s, many of the homes were built by local contractor Emmett Rogers, who sold lots and built homes according to standard plans, which individual property owners could customize to their tastes ("Washington Square: A Neighborhood of Pride," Washington Square Neighborhood Association). With the return of servicemen following the war and the accompanying demand for homes in southern California, the development of Washington Square was all but completed.

The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Clem-Koentopp House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood siding); cross-hipped roof design; asymmetrical and horizontal façade massing, including front-facing hipped extensions ("wings"); wide open eaves with exposed rafters; primary entry and fenestration (casement, fixed, and bay windows); and exterior brick chimney.

***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.
Hess, Alan. Ranch House. New York: Harry N. Abrams, Inc. 2004
Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.
Santa Ana and Orange County Directories, 1940-1979.
Talbert, Thomas B. (editor). The Historical Volume and Reference Works: Orange County. Whittier, CA: Historical Publishers, 1963.

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 16

HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES
COMMISSION APPLICATION NO. 2020-10,
HISTORIC REGISTER CATEGORIZATION
NO. 2020-09, AND HISTORIC PROPERTY
PRESERVATION AGREEMENT NO. 2020-12
FOR PROPERTY LOCATED AT 920 NORTH
LOUISE STREET**

Prepared by Pedro Gomez, AICP

A blue ink signature of the Executive Director.

Executive Director

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

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

CONTINUED TO _____

A black ink signature of the Planning Manager.

Planning Manager

RECOMMENDED ACTION

1. Adopt a resolution approving Historic Resources Commission Application No. 2020-10 and Historic Register Categorization No. 2020-09 (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 Valerie J. Boulter, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

Request of Applicant

Valerie J. Boulter is requesting approval to designate an existing residence located at 920 North Louise Street 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 Louise Street in the Washington Square neighborhood. The site consists of a 1,729-square-foot, Ranch House residence and detached garage on a 10,902-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 84 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 Clem-Koentopp House, is located within the Washington Square neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1936 by an unknown builder. Most of the Washington Square area was owned by the family of Jacob Ross, who purchased portions of the Rancho Santiago de Santa Ana in 1868 and 1869. By 1905, Baker and Towner were the only streets in the neighborhood, which extended from Hickey (now Civic Center Drive) only as far as Washington Avenue and which contained only about a dozen homes. During the 1930s, many of the homes were built by local contractor Emmett Rogers, who sold lots and built homes according to standard plans, which individual property owners could customize to their tastes. With the return of servicemen following World War II and the accompanying demand for homes in Southern California, the development of Washington Square was all but completed.

Asymmetrical in design, the house exhibits a strong horizontal emphasis and features a moderately pitched cross-hipped roof design with two front-facing hipped extensions "wings" along the front, facing outwardly in opposite directions, and two gabled extensions along the rear (west) elevation. The roof design exhibits wide open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing while the exterior of the house is clad in a combination of brick and horizontal wood siding. Located off-center and sheltered under the main roof, the entry is characterized by brick veneer siding, ceramic tile walkway, simple wood porch supports with horizontal wood slates, and decorative porch railings with a geometric design. The entry also features long multi-light, wood casement windows with floor-to-ceiling decorative shutters and a multi-light French-door, also with floor-to-ceiling decorative shutters. Along the front elevation, the southern "wing" features an extension for a window seat design that feature two multi-light fixed picture windows. The northern "wing" features multiple multi-light wood casement windows, of which one is deeply recessed and prominently located along the front end of the "wing." Along the north, south, and west elevation, the building incorporates a series of wood windows, including multi-light casement windows with decorative shutters, and a wood bay window with a patina copper cover. An exterior brick chimney with a stone veneer is located along the rear (west) elevation and rises above the roof ridgeline. Character-defining features of the Clem-Koentopp House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood siding; cross-hipped roof design; front-facing hipped

extensions "wings"; wide open eaves with exposed rafters; fenestration (casement, fixed, and bay windows); and exterior brick chimney.

The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana.

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.

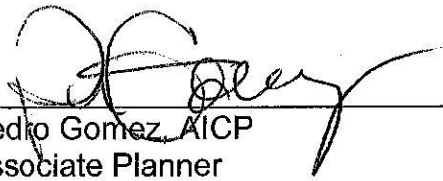
Public Notification

The subject site is located within the Washington Square 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.

HRCa No. 2020-10, HRC No. 2020-09,
HPPA No. 2020-12
October 29, 2020
Page 4

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. 2020-75 will be filed for this project.


Pedro Gomez, AICP
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\920 N. Louise Street -Clem-Koentopp House\Staff Report - 920 N. Louise Street

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. 2020-10 TO PLACE THE PROPERTY LOCATED AT 920 NORTH LOUISE STREET, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-09 PLACING SAID PROPERTY WITHIN THE KEY 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. 2020-10) and categorization (Historic Resources Commission Categorization No. 2020-09) of the Clem-Koentopp House located at 920 North Louise Street, Santa Ana.
- B. The Clem-Koentopp House has distinctive architectural features of the Ranch House style and was built in 1936.
- C. The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana. Character-defining features of the Clem-Koentopp House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood siding; cross-hipped roof design; front-facing hipped extensions "wings"; wide open eaves with exposed rafters; fenestration (casement, fixed, and bay windows); and exterior brick chimney.
- D. The legal owner of the property is Valerie J. Boulter.
- 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 Key category pursuant to Section 30-2.2(2) 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-2020-75 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. 2020-10 to place the Clem-Koentopp House located at 920 North Louise Street, Santa Ana, 92703 on the historical register, and
- B. Historic Register Categorization No. 2020-09 placing the Clem-Koentopp House located at 920 North Louise Street, Santa Ana, 92703 within the Key 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
405-262-08	920 North Louise Street	<p>PARCEL 1: THE EASTERLY 175 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING AT A POINT WHICH IS 325 WEST OF THE 375 FEET NORTH (PARALLEL TO THE WEST LINE OF BAKER STREET) OF THE NORTHEAST CORNER OF LOT 4 IN BLOCK "A" OF "HEDGES ADDITION TO SANTA ANA," AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 48 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING WEST 325 TO THE EAST LINE OF BRISTOL STREET, 74 FEET; THENCE EAST 325 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF BAKER STREET, 74 FEET TO THE POINT OF BEGINNING.</p> <p>PARCEL 2: THE SOUTH 1.45 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 OF "TRACT NO. 839," AS SHOWN ON A MAP RECORDED IN BOOK 25, PAGE 42 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE</p>	Valerie J. Boulter

COUNTY, CALIFORNIA;
RUNNING THENCE WEST
ALONG THE SOUTH LINE OF
SAID LOT 6, 144.25 FEET TO
THE SOUTHWEST CORNER
OF SAID LOT; THENCE
SOUTH PARALLEL TO THE
EAST LINE OF BRISTOL
STREET, 172.23 FEET, MORE
OR LESS, TO THE NORTH
LINE OF HEDGES ADDITION,
AS SHOWN ON A MAP
RECORDED IN BOOK 31,
PAGE 48 OF
MISCELLANEOUS RECORDS
OF LOS ANGELES COUNTY,
CALIFORNIA; THENCE EAST
ALONG THE NORTH LINE OF
HEDGES ADDITION 144.25
FEET, MORE OR LESS, TO
THE WEST LINE OF LOUISE
STREET; THENCE NORTH
ALONG THE WEST LINE OF
LOUISE STREET 172.23
FEET, MORE OR LESS, TO
THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT
PORTION, IF ANY, INCLUDED
IN THE PARCEL OF LAND
DESCRIBED IN DEED FROM
H.M. SECREST AND WIFE TO
J. EARL. BROWNING AND
WIFE RECORDED
SEPTEMBER 24, 1937 IN
BOOK 911, PAGE 153 OF
OFFICIAL RECORDS.

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 **Valerie J. Boulter, an unmarried woman**, (hereinafter collectively referred to as "Owner"), owner of real property located at **920 North Louise 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 **920 North Louise Street, Santa Ana, CA, 92703** 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 **920 North Louise Street**, Assessor Parcel Number, **405-262-08**, 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: Valerie J. Boulter
920 North Louise Street
Santa Ana, CA 92703

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: _____
VALERIE J. BOULTER

APPROVED AS TO FORM:

SONIA CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL:

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:

THE EASTERLY 175 FEET OF THE FOLLOWING DESCRIBED LAND:

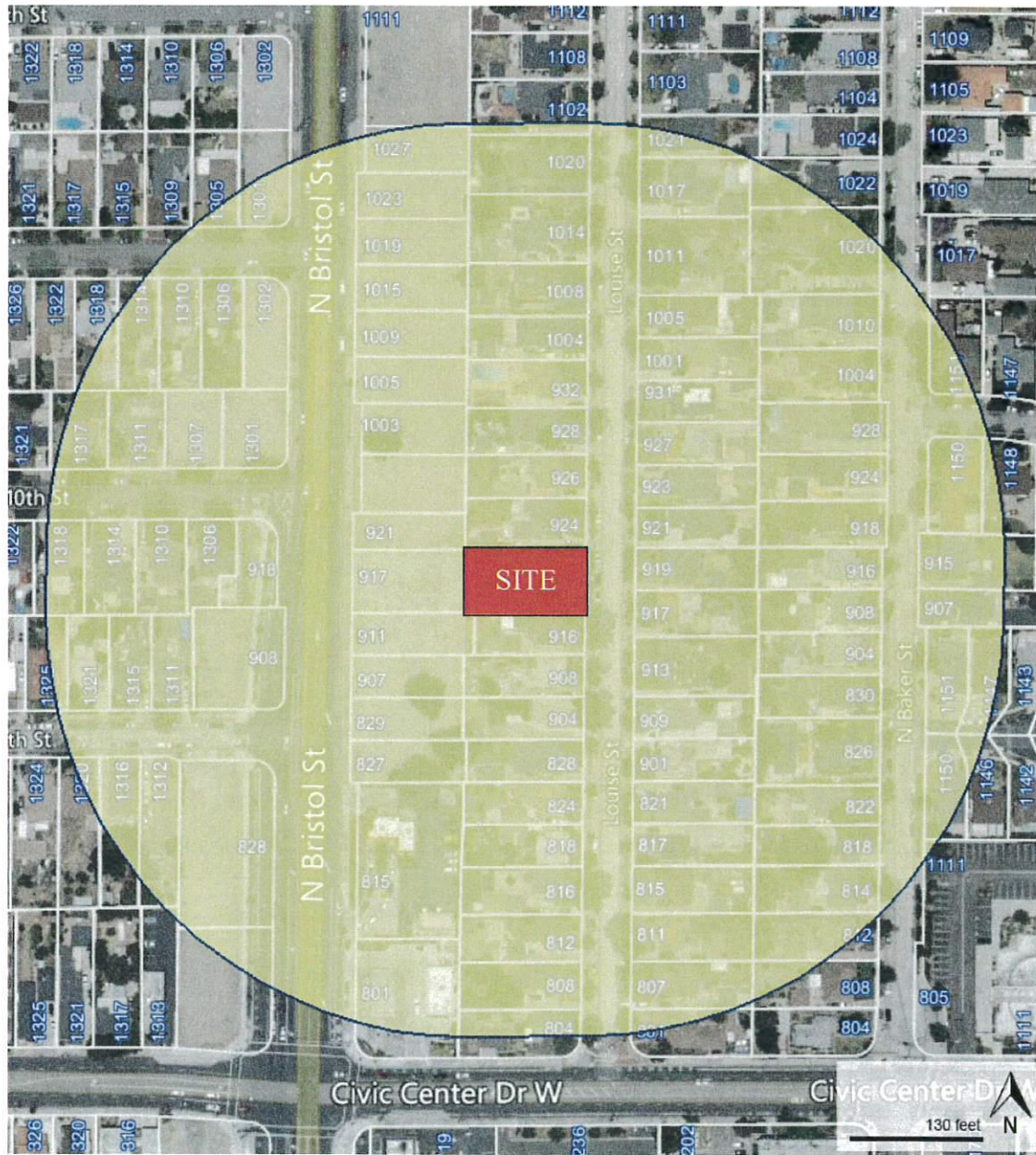
BEGINNING AT A POINT WHICH IS 325 WEST OF THE 375 FEET NORTH (PARALLEL TO THE WEST LINE OF BAKER STREET) OF THE NORTHEAST CORNER OF LOT 4 IN BLOCK "A" OF "HEDGES ADDITION TO SANTA ANA," AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 48 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE FROM SAID POINT OF BEGINNING WEST 325 TO THE EAST LINE OF BRISTOL STREET, 74 FEET; THENCE EAST 325 FEET; THENCE NORTH ALONG A LINE PARALLEL TO THE WEST LINE OF BAKER STREET, 74 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE SOUTH 1.45 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING AT THE SOUTHEAST CORNER OF LOT 6 OF "TRACT NO. 839," AS SHOWN ON A MAP RECORDED IN BOOK 25, PAGE 42 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 6, 144.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH PARALLEL TO THE EAST LINE OF BRISTOL STREET, 172.23 FEET, MORE OR LESS, TO THE NORTH LINE OF HEDGES ADDITION, AS SHOWN ON A MAP RECORDED IN BOOK 31, PAGE 48 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA; THENCE EAST ALONG THE NORTH LINE OF HEDGES ADDITION 144.25 FEET, MORE OR LESS, TO THE WEST LINE OF LOUISE STREET; THENCE NORTH ALONG THE WEST LINE OF LOUISE STREET 172.23 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION, IF ANY, INCLUDED IN THE PARCEL OF LAND DESCRIBED IN DEED FROM H.M. SECREST AND WIFE TO J. EARL. BROWNING AND WIFE RECORDED SEPTEMBER 24, 1937 IN BOOK 911, PAGE 153 OF OFFICIAL RECORDS.

Assessor's Parcel Number: 405-262-08



500' RADIUS

HRC 2020-09 HRCA 2020-10/ HPPA 2020-12
920 NORTH LOUISE STREET
CLEM-KOENTOPP HOUSE

PLANNING AND BUILDING AGENCY

25C-293

EXECUTIVE SUMMARY

Clem-Koentopp House
920 North Louise Street
Santa Ana, CA 92703

NAME	Clem-Koentopp House			REF. NO.
ADDRESS	920 North Louise Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1936	LOCAL REGISTER CATEGORY: Key		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Washington Square	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

SUMMARY/CONCLUSION:

The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana (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) *Clem-Koentopp House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*b. USGS 7.5' Quad TCA 1725

*c. Address 920 North Louise Steet

*e. Other Locational Data: Assessor's Parcel Number 405-262-08

*a. County Orange County

Date: March 3, 2015

City Santa Ana

Zip 92703

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

Located in Washington Square, this is a one-story single-family residence on a large parcel constructed in a Ranch House style. A detached garage is located a few feet behind (west of) the south end of the rear (west) elevation of the residence. Asymmetrical in design, the house exhibits a strong horizontal emphasis and features a moderately pitched cross-hipped roof design with a two front-facing hipped extensions "wings" along the front, facing outwardly in opposite directions, and two gabled extensions along the rear (west) elevation. The roof design exhibits wide open eaves with exposed rafters. The roof is clad in contemporary asphalt shingle roofing while the exterior of the house is clad in a combination of brick and horizontal wood siding. Located off-center and sheltered under the main roof, the entry is characterized by brick veneer siding, ceramic tile walkway, simple wood porch supports with horizontal wood slates, and decorative porch railings with a geometric design. The entry also features long multi-light, wood casement windows with floor-to-ceiling decorative shutters and a multi-light french-door, also with floor-to-ceiling decorative shutters. Along the front elevation, the southern "wing" features an extension for a window seat design that feature two multi-light fixed picture windows. The northern "wing" features multiple multi-light wood casement windows, of which one is deeply recessed and prominently located along the front end of the "wing." Along the north, south, and west elevation, the building incorporates a series of wood windows, including multi-light casement windows with decorative shutters, and a wood bay window with a patina copper cover. An exterior brick chimney with a stone veneer is located along the rear (west) elevation and rises above the roof ridgeline. The property is heavily landscaped with mature palm trees, a lawn, low vegetation and single decorative walkway leading towards 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
1936/ City of Santa Ana Building Permits

*P7. Owner and Address:

Valerie Boulter
920 North Louise Steet
Santa Ana, CA 92703

*P8. Recorded by:

Pedro Gomez
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) _____

25C-295

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 3

*NRHP Status Code 5S3

*Resource Name or #: *Clem-Koentopp House*

B1. Historic Name: *Clem-Koentopp House*

B2. Common Name: *Same*

B3. Original Use: *Single-Family Residence*

B4. Present Use: *Single-Family Residence*

*B5. Architectural Style: *Ranch House*

*B6. Construction History: (Construction date, alterations, and date of alterations): *Constructed 1936. \$5,000.*

September 10, 1971. Waterheater installation.

September 24, 1974. Heating and air repair for Cecil Mahoney.

April 25, 2000. Service meter upgrade.

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

*B8. Related Features: *None.*

B9a. Architect: *Harold Carl Nordstrom*

b. Builder: *Unknown*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1936*

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 Clem-Koentopp House is architecturally significant as an early and characteristic example of Ranch House style. Built in 1936, the Clem-Koentopp House was designed by H.C. Nordstrom, a local Santa Ana architect and a "Renovize Man," associated with the Santa Ana Renovize campaign of the early 1930's. Mr. Nordstrom is associated with Stanley Clem, a local Santa Ana civic leader, vice-president, and sales manager of the Santa Ana Lumber Company. Along with Mr. Nordstrom, Stanley Clem is credited with designing and patenting the "Lockcraft" framing system, which at the time was a new system of wood building construction that combined, "qualities of safety, economy, beauty, and simplicity" (Santa Ana Register, July 2, 1936).

The first known residents of the Clem-Koentopp House were Albert P. Koentopp and his wife Mildred Koentopp. Mr. Koentopp was a doctor of chiropractic (D.C.) and doctor of chiropractic philosophy (Ph.C.) who graduated from Palmer College of Chiropractic and practiced in the historic Otis Building on 101 West Fourth Street at Martyn X-Ray Chiropractors along fellow Palmer graduate and chiropractor C.A. Martyn, D.C. Mr. and Mrs. Koentopp remained in the property until mid-1940's when it was sold to James and Cecil A. Mahoney who remained in the house until 1987. According to city directories, the next resident was Edwin Smith (1988), who then sold it to Daniel Hopson in 2001. Robert and Diedre Moffat purchased the property in 2006 and sold it to the current property in 2017.

(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.)

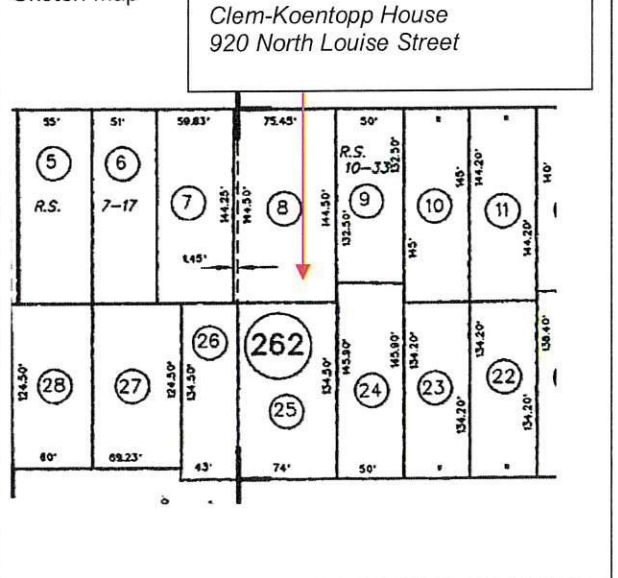
B13. Remarks:

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

*Date of Evaluation: *October 29, 2020*

(This space reserved for official comments.)

Sketch Map



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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3

Resource Name: *Clem-Koentopp 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 Clem-Koentopp House is located in Washington Square, a neighborhood northwest of downtown Santa Ana bounded by Bristol Street, West Seventeenth Street, North Flower Street, and West Civic Center Drive. Most of this area was owned by the family of Jacob Ross, who had purchased portions of the Rancho Santiago de Santa Ana in 1868 and 1869. Walnuts and other crops were grown in the area during the late nineteenth and early twentieth centuries, with a few farmhouses, most notably the Ross-McNeal House at 1020 North Baker Street, dotting the landscape. By 1905, Baker and Towner were the only streets in the neighborhood, which extended from Hickey (now Civic Center) only as far as Washington and which contained only about a dozen homes. The status quo had not changed much by 1915, when a brick yard was located at the northern terminus of Olive Street at Hickey. In 1925, the beginning of the development that would convert this largely agricultural area into a middle class neighborhood of single-family homes over the next 25 years had begun. In the late 1920s and early 1930s, the Tudor Revival and Spanish Colonial Revival homes were the standard, with American Colonial Revival saltboxes and ranch style homes favored in the years before and after World War II. During the 1930s, many of the homes were built by local contractor Emmett Rogers, who sold lots and built homes according to standard plans, which individual property owners could customize to their tastes ("Washington Square: A Neighborhood of Pride," Washington Square Neighborhood Association). With the return of servicemen following the war and the accompanying demand for homes in southern California, the development of Washington Square was all but completed.

The Clem-Koentopp House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, as an early and very intact example of the Ranch House style in Santa Ana. Additionally, the house has been categorized as "Key" because it has a "distinctive architectural style and quality" as an example of the pre-World War II Ranch House style in Santa Ana (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Clem-Koentopp House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood siding; cross-hipped roof design; front-facing hipped extensions "wings"; wide open eaves with exposed rafters; fenestration (casement, fixed, and bay windows); and exterior brick chimney.

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

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*
Hess, Alan. Ranch House. New York: Harry N. Abrams, Inc. 2004
Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.
Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.
"Alison Honer Dies at 84," The Santa Ana Journal, September 21, 1981.
"Builder of Honer Plaza Dies," Orange County Register, September 15, 1981.
"History of Floral Park." <http://www.floral-park.com/page2.html>.
Santa Ana and Orange County Directories, 1940-1979.
Talbert, Thomas B. (editor). The Historical Volume and Reference Works: Orange County. Whittier, CA: Historical Publishers, 1963.

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

920 North Louise Street

Santa Ana, CA 92703

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.

From: [bobi keenan](#)
To: [eComment](#)
Subject: To: Planning Commission/Historic Resources Commission re: 920 N. Louise Street
Date: Tuesday, October 20, 2020 7:44:06 PM

Hello,

Regarding the request by Valerie Boulter, owner of the home at 920 N. Louise Street, to have her home (historically known as the Clem-Koentopp House) categorized as a Historical Property and placed in the Santa Ana Register of Historic Properties, I ask that you consider my opinion when this application comes before you.

I purchased my home at 919 N. Louise Street in 1992 and I really love it, for so many reasons. One of them is that every time I look across the street, or come and go from my house, I see the house at 920 N. Louise.

If I were wealthy, rather than just rich (in experiences and blessings), I could have bought that house when it came up for sale several years ago. It is my dream house, inside and out. It is architecturally unique and the inside has been meticulously designed for living at its best. It was true when it was built in the late 1930's and is still as true today.

In the time I have been here, Ms. Boulter is the third owner. The prior owners appreciated their home, inside and out and they were pretty careful to maintain it in good condition, but some things kind of slid by.

Since Ms. Boulter purchased it, she has been relentless and pro-active in not only maintaining the house but in preserving its unique character. She has added to its beauty with landscaping that is very well planned and maintained. She has invested a great deal of money to restore the things that needed attention and to conserve the original look, feel and substance of the property.

She has made a strong commitment, not only to the home she purchased but to the community she has so heavily invested in. She wasted no time in getting involved in our Washington Square Neighborhood Association. She is an unimaginably good neighbor and has invested substantial personal resources, money and sweat-equity, to make this home the showplace it was always meant to be.

I feel adamant that the homes in Santa Ana that have a historical character and historical significance are among our greatest assets. It is in all our interests to preserve them and to support their owners in efforts to do so. These houses are actually ambassadors for our City, that stand to say, "This is a beautiful and good place to live; Come join us". This is a poster-child home for that concept.

In the few short years she has lived here, she has done a great deal for this house, for her neighbors, for our Washington Square Neighborhood. She is not only invested in the property, but she has generously become personally invested in Washington Square and the City of Santa Ana.

She has done so much, I think it is unfortunate that the house can never be officially known as the "Boulter House".

The approval of her request would benefit Ms. Boulter, us her neighbors because it enhances our property values, as well as the City of Santa Ana. I am entirely confident that any money she may save on taxes will be directed toward the preservation and improvement of this beautiful house...a Win/Win for all of us.

I enthusiastically encourage you to approve her application.

Very sincerely,

bobi keenan
919 N. Louise Street
Santa Ana, CA
714-206-2530

**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 **Timothy James Barker and Jeanice Shelby Barker, husband and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **1805 North Louise 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 **1805 North Louise 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 **1805 North Louise Street**, Assessor Parcel Number, **399-081-12**, 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: Timothy J. and Jeanice S. Barker
1805 North Louise 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: _____
TIMOTHY J. BARKER

Date: _____

By: _____
JEANICE S. BARKER

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 1 OF TRACT 1739, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGES 42 AND 43 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM THE SOUTHERLY 2 FEET.

Assessor's Parcel Number: 399-081-12

EXECUTIVE SUMMARY

Young-Keeler House
1805 North Louise Street
Santa Ana, CA 92706

NAME	Young-Keeler House			REF. NO.
ADDRESS	1805 North Louise Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1954	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	West Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

ARCHITECTURAL STYLE: Ranch House

Widely published in *Sunset* and *House Beautiful* magazines, the Ranch House dominated post-World War II residential expansion and represented the most popular house form in the United States from the 1950s through 1970s. The Ranch House originated in the 1930's designs of Southern California architect Cliff May, who sought to reinvent the west's vernacular housing traditions by combining the form and massing of the traditional ranch house with a modernist's concern for informality, expressed in materials and plan, and indoor-outdoor integration.

While the style includes several variants, a basic set of character-defining features applies to most examples. In form and massing, the style evokes a sprawling ranch that developed over time, with a central block extended by wings of varying roof heights. Generally L-shaped or U-shaped in plan, the Ranch House typically has a one-story profile with strong horizontal emphasis expressed through a low pitched or flat roof with wide overhanging eaves. Asymmetrical in design, the Ranch House is often sheathed in and accented with rustic materials such as board-and-batten siding, high brick foundations, art stone, and wood shake roofs. Indoor-outdoor integration is achieved through the use of recessed or extended porches, set low to the ground, and the generous use of large picture, ribbon, or corner windows. Window detailing can include wood frames, decorative shutters, and diamond-patterned muntins. Ornamentation includes rusticated elements, such as carved porch supports and exposed rafters, uneven rakes and flared eaves, and faux dove cotes and bird houses.

SUMMARY/CONCLUSION:

The Young-Keeler House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the Ranch House style. It is also notable for its association with the prominent Santa Ana builder and developer team, Roy Russell and Son. Additionally, the house has been categorized as "Contributive" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana (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.

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) *Young-Keeler House*

P1. Other Identifier:

*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

*c. Address *1805 North Louise Street*

*e. Other Locational Data: *Assessor's Parcel Number 399-081-12*

*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 West Floral Park, this is a one-story, single-family residence on a modestly sized parcel, sited with a typical setback and constructed in a Ranch House style. A detached garage is located a few feet behind (east of) the north end of the rear (east) elevation of the residence. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a long roof ridge running parallel to the front façade, and features a moderately pitched side-gabled roof design with a single hipped extension along the front, and two front-facing gable extensions at the rear (east) elevation. The roof design exhibits wide open eaves with exposed rafters along the front (west) and rear (east) elevation and features side-gabled ends with decorative pointed eave extensions along the side (north and south) elevation. The exterior of the house is clad in a combination of brick, smooth stucco, horizontal wood board lapped siding, and board-and-batten siding. Located off-center and sheltered under the main roof, the entry porch is characterized by board-and-batten siding, a brick veneer base, and simple wood porch supports with triangular braces to each side. The entry features a wood door with a large window pane with crisscross pattern design, as well as wood casement windows with multiple lights. The front (west) elevation, south of the entry, is characterized by the gabled extension that features a large tripartite picture window, with the crisscross pattern design and a large central pane, as well as additional wood casement windows with multiple lights, some flanked by shutters. Along the north, south, and east elevations, the building incorporates a series of wood windows, including six-over-six and horizontal pane sashes, and a tripartite with a multiple-light central pane and horizontal edge panes. An exterior brick chimney located along the rear (east) elevation rises above the roof ridge line. The property is landscaped with a lawn, low vegetation and single concrete walkway leading towards 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)

*West elevation, view east
September 2020*

*P6. Date Constructed/Age and Sources: ☒ historic
1954/ City of Santa Ana Building Permits

*P7. Owner and Address:
*Tim and Jeanice Barker
1805 North Louise Street
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 #: *Young-Keeler House*

B1. Historic Name: *Young-Keeler House*

B2. Common Name: *Same*

B3. Original Use: *Single-family Residence*

B4. Present Use: *Single-family Residence*

*B5. Architectural Style: *Ranch House*

*B6. Construction History: (Construction date, alterations, and date of alterations): *April 2, 1954. Constructed. \$14,000.*

May 29, 1964. Private swimming pool for Robert Elgie by Anthony Pools. \$2,400.

June 6, 1968. Water heater.

August 17, 1970. Extend existing fence by R.E. Elgie. \$428.

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

*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Roy Russell*

*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1954*

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 Young-Keeler House is architecturally significant as an intact and characteristic example of the Ranch House style. This house was originally constructed in 1954, by the prominent firm of Roy Russell and Son. Roy Roscoe Russell, the senior partner who had developed the groves of Floral Park in the 1920s, had been joined by his son, Roy Rodney Russell in 1937, and their partnership was formalized in 1945. The first residents of the property were Claude E. and Hazel Young, who purchased the property soon after construction was complete. Mr. and Mrs. Young resided in the property until 1962 when it was sold to Marshall and Josephine Keeler. Mr. Keeler was a "public-spirited and progressive citizen" of Santa Ana, worked as a salesman for Smart and Final wholesale grocery company, was the Vice President of the City Board of Education, Director of Crippled Children's Relief Association of Orange County, director of Community Chest of Santa Ana and Tustin, and a member of the Santa Ana Rotary club, and held office of secretary of the Santa Ana Masonic Temple Association (*Santa Ana Register*, October 18, 1926). The property was sold to Robert E. and Maxine E. Elgie in 1964. Mr. Elgie was a SSGT in the US Army Air Forces, and both Mr. and Mrs. Elgie are currently buried in the Riverside National Cemetery. Mr. and Mrs. Elgie resided on the property until 1973. No occupancy information is provided in City directories between 1973-1997. In 1998, Clifton R. Cole acquired the property.*

(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

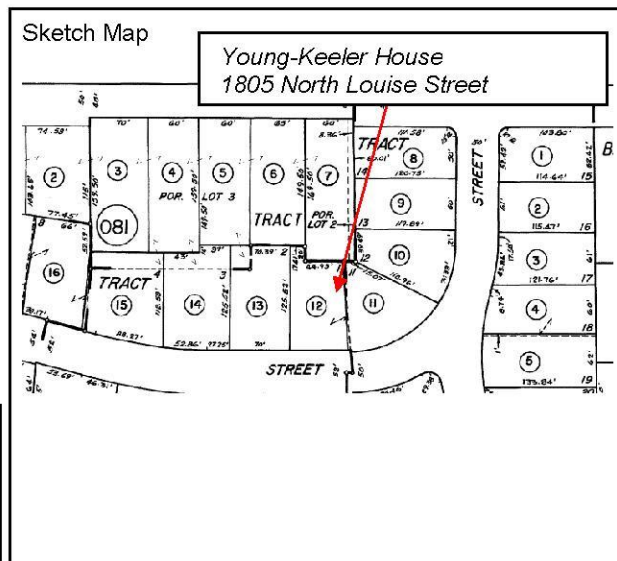
(See Continuation Sheet 3 of 3.)

B13. Remarks:

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

*Date of Evaluation: *October 29, 2020*

(This space reserved for official comments.)



CONTINUATION SHEET

Primary # _____

HRI # _____

Trinomial _____

Page 3 of 3

Resource Name: *Young-Keeler House*

*Recorded by *Pedro Gomez*

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

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

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

The Young-Keeler House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for embodiment of the distinguishing characteristics of the Ranch House style. It is also notable for its association with the prominent Santa Ana builder and developer team of Roy Russell and Son. Additionally, the house has been categorized as "Contributive" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Young-Keeler House include, but may not be limited to: materials and finishes (brick, stucco, horizontal wood board lapped siding, and board-and-batten siding); moderately pitched side-gabled roof design; wide open eaves with exposed rafters; decorative pointed eave extensions; wood porch supports with triangular braces; and fenestration (diamond- and multi-pane hung, tripartite, and casement windows where extant); and architectural detailing (shutters).

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

Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.
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Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.
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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 18

HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

**PUBLIC HEARING – HISTORIC RESOURCES
COMMISSION APPLICATION NO. 2020-11,
HISTORIC REGISTER CATEGORIZATION
NO. 2020-10, AND HISTORIC PROPERTY
PRESERVATION AGREEMENT NO. 2020-13
FOR PROPERTY LOCATED AT 1805 NORTH
LOUISE STREET**

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. 2020-11 and Historic Register Categorization No. 2020-10 (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 Timothy J. and Jeanice S. Barker, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

Request of Applicant

Timothy J. and Jeanice S. Barker are requesting approval to designate an existing residence located at 1805 North Louise Street 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 east side of North Louise Street in the West Floral Park neighborhood. The site consists of a 1,738-square-foot, Ranch House residence and detached garage on a 7,475-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 66 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 Young-Keeler House, is located within the West Floral Park neighborhood boundaries and has distinctive architectural features of the Ranch House style. The residence was built in 1954 by local prominent builder Roy Roscoe Russell. In the late 1920s and 1930s, Russell continued to develop the groves of West Floral Park. In the early post World War II years, West Floral Park continued its development as numerous, smaller, single-family houses were built. Another developer and builder credited with development of parts of West Floral Park was Allison Honer, credited as the subdivider and builder of a major portion of northwest Santa Ana.

Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a long roof ridge running parallel to the front façade, and features a moderately pitched side-gabled roof design with a single hipped extension along the front, and two front-facing gable extensions at the rear (east) elevation. The roof design exhibits wide open eaves with exposed rafters along the front (west) and rear (east) elevations and features side-gabled ends with decorative pointed eave extensions along the side (north and south) elevation. The exterior of the house is clad in a combination of brick, smooth stucco, horizontal wood board lapped siding, and board-and-batten siding. Located off-center and sheltered under the main roof, the entry is characterized by board-and-batten siding, a brick veneer base, and simple wood porch supports with triangular braces to each side. The entry features a wood door with a large window pane with crisscross pattern design, as well as wood casement windows with multiple lights. The front (west) elevation, south of the entry, is characterized by the gabled extension that features a large tripartite picture window, with the crisscross pattern design and a large central pane, as well as additional wood casement windows with multiple lights. Along the north, south, and east elevation, the building incorporates a series of wood windows, including six-over-six and horizontal pane sashes, and a tripartite with a multiple light central pane and horizontal edge panes. An exterior brick chimney located along the rear (east) elevation rises above the roof ridge line. Character-defining features of the Young-Keeler House include, but may not be limited to: materials and finishes (brick, stucco, horizontal wood board lapped siding, and board-and-batten siding); moderately pitched side-gabled roof design; wide open eaves with exposed rafters; decorative pointed eave extensions; wood porch supports with triangular braces; and

fenestration (multi-pane hung, tripartite, and casement windows where extant); and architectural detailing (crisscross pattern design).

The Young-Keeler House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the Ranch House style. It is also notable for its association with prominent Santa Ana builder and developer, Roy Russell. Additionally, the house has been categorized as "Contributive" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana.

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 West 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.

HRCA No. 2020-11, HRC No. 2020-10,
HPPA No. 2020-13
October 29, 2020
Page 4

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. 2020-74 will be filed for this project.


Pedro Gomez, AICP
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\1805 N Louise Street - Young-Keeler House\ Staff Report - 1805 N. Louise Street

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. 2020-11 TO PLACE THE PROPERTY LOCATED AT 1805 NORTH LOUISE STREET, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-10 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. 2020-11) and categorization (Historic Resources Commission Categorization No. 2020-10) of the Young-Keeler House located at 1805 North Louise Street, Santa Ana.
- B. The Young-Keeler House has distinctive architectural features of the Ranch House style and was built in 1954.
- C. The Young-Keeler House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion No. 1 for embodiment of the distinguishing characteristics of the Ranch House style. It is also notable for its association with prominent Santa Ana builder and developer, Roy Russell. Additionally, the house has been categorized as "Contributive" because it "has a distinctive architectural style and quality" representing the Ranch House style in Santa Ana. Character-defining features of the Young-Keeler House include, but may not be limited to: materials and finishes (brick, stucco, horizontal wood board lapped siding, and board-and-batten siding); moderately pitched side-gabled roof design; wide open eaves with exposed rafters; decorative pointed eave extensions; wood porch supports with triangular braces; and fenestration (multi-pane hung, tripartite, and casement windows where extant); and architectural detailing (crisscross pattern design).
- D. The legal owners of the property are Timothy J. and Jeanice S. Barker.
- 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-2020-74 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. 2020-11 to place the Young-Keeler House located at 1805 North Louise Street, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-10 placing the Young-Keeler House located at 1805 North Louise Street, 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