

**LEGAL DESCRIPTION**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
399-081-12	1805 North Louise Street	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.	Timothy J. and Jeanice S. Barker

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

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### 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 **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: \_\_\_\_\_  
LISA STORCK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

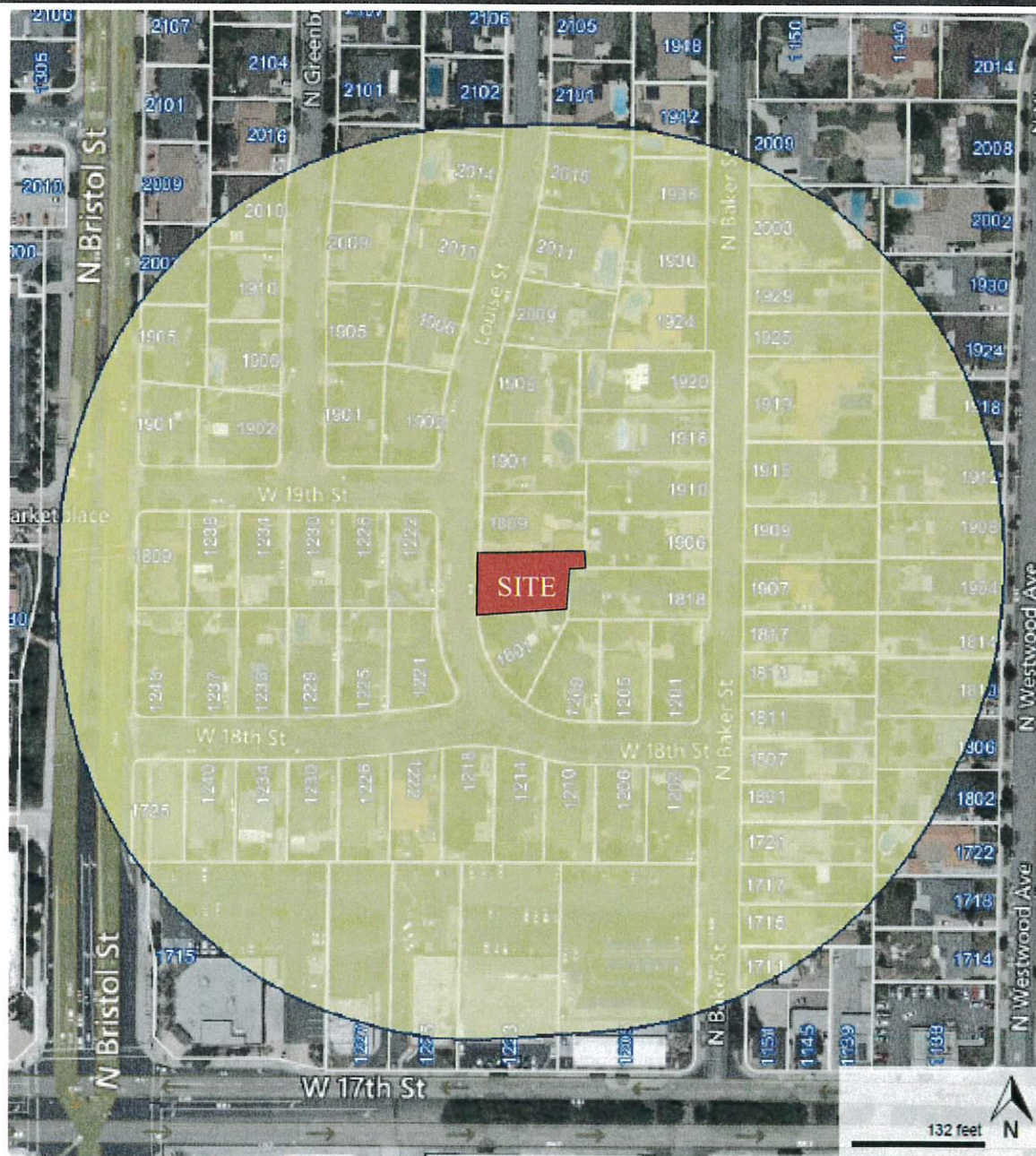
**EXHIBIT A**  
**LEGAL DESCRIPTION**

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 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**





500' RADIUS

HRC 2020-10/ HRCA 2020-11/ HPPA 2020-13  
1805 NORTH LOUISE STREET  
YOUNG-KEELER HOUSE

PLANNING AND BUILDING AGENCY

**25C-332**



## 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 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 (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) *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 modest sized parcel, sited with a modest 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 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. 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)

**25C-334**



**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 a characteristic example of the Neoclassical style. This house was originally constructed in 1954, by prominent builder Roy Roscoe Russell. In the late 1920s and 1930s, Roy Russell continued developing the groves of Floral Park, including an early 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. 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

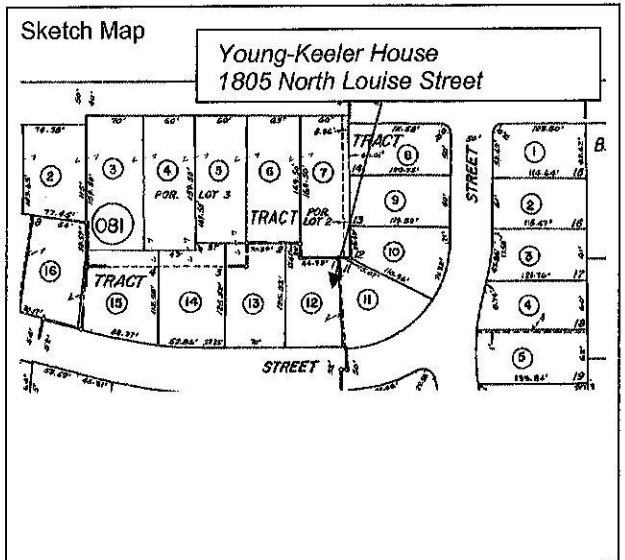
(See Continuation Sheet 3 of 3.)

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):**

The Young-Keeler House is located in West Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Bristol Street, North Flower Street, and West Riviera Drive. In 1910, father and son John B. and Merle Ramsey, who had come to Santa Ana in 1902 and subsequently set up business as plaster contractors, purchased fifteen acres of the ranch from a Mr. Talcott. By that time, the adobe had been replaced by the present house, estimated to have been built circa 1895 (Cultural Heritage Inventory, 1983). A barn with an attached bunkhouse was located west of the house (approximately where Westwood Avenue runs today). The Ramsey's began tending the orange and walnut trees already on half of the acreage, and planted additional walnut trees and apricot trees on the vacant land. They also developed the "Ramsey Apple" by grafting cuttings from their home in Ohio onto California rootstock.

At the time of the Ramsey's purchase, the ranch, although located within the city limits of Santa Ana, was "far out in the country," reached via dirt roads, with no nearby neighbors. The location of the property was understood to be the vicinity of Baker and Seventeenth. In 1921, father and son divided the property, with the father keeping the rear portion for farming and son taking the front in order to take advantage of the expanding residential area of Santa Ana by building houses. City directories in the 1930s list the address of John Ramsey as 1901 North Baker Street and of Merle Ramsey as 1101 West Seventeenth Street. Westwood Avenue north of Seventeenth, however, was not developed until the post-World War II period, and the first building permit with the current address was recorded in 1948. Merle Ramsey recalled his life on the A. T. Bates ranch in *This Was Mission County: Reflections in Orange of Merle and Mabel Ramsey*, published in 1973, and noted that the house remained exactly where it had been, only surrounded by streets and houses. Ramsey also recalled unearthing several Native American artifacts on the property, most notably two stone pots discovered when they installed an irrigation system.

Since the second half of the twentieth century, the neighborhood in which the A. T. Bates Ranch 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 during the 1950s, and the California Ranch.

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

**\*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

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**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 **Elliot Cossaboom and Carol Yvette Cossaboom, Spouses as Joint Tenants**, (hereinafter collectively referred to as “Owner”), owners of real property located at **2606 North Flower 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 **2606 North Flower 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 **2606 North Flower Street**, Assessor Parcel Number, **001-244-25**, 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: Elliot Cossaboom and Carol Yvette Cossaboom  
2606 North Flower 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: \_\_\_\_\_  
ELLIOT COSSABOOM

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CAROL YVETTE COSSABOOM

**APPROVED AS TO FORM:**

SONIA CARVALHO

City Attorney

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

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency



**EXHIBIT A**  
**LEGAL DESCRIPTION**

the real property in the City of Santa Ana, County of Orange, State of California, described as:

THAT PORTION OF THE NORTH 50.00 FEET OF THE SOUTH 100.00 FEET, MEASURED ALONG THE EAST LINE, OF LOT 10 OF THE POTTS, BORDEN AND SIDWELL TRACT, AS PER MAP RECORDED IN BOOK 4 PAGE 624, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, LYING EAST OF TRACT NO. 1824, AS PER MAP RECORDED IN BOOK 53 PAGES 10 AND 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE WEST 35.00 FEET THEREOF.

ALSO EXCEPT THE EAST 40.00 FEET THEREOF

**Assessor's Parcel Number: 001-244-25**

# EXECUTIVE SUMMARY

**M. W. PETERSON HOUSE**  
**2606 North Flower Street**  
**Santa Ana, CA 92706**

NAME	M. W. Peterson House			REF. NO.
ADDRESS	2606 North Flower Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1927	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Morrison/Eldridge Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	3	CALIFORNIA REGISTER STATUS CODE	5S1	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

**ARCHITECTURAL STYLE:** Colonial Revival

The most universal of all American domestic building styles, the Colonial Revival has been popular since the 1876 Centennial celebration in Philadelphia 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 M. W. Peterson House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the distinguishing characteristics of the 1920s Colonial Revival style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and, as an intact and characteristic example of a 1920s Colonial Revival style home, "is a good example of period architecture" (Municipal Code, Section 30-2.2).

**EXPLANATION OF CODES:**

- California Register Criteria for Evaluation: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)  
**3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- California Register Status Code: (From California Office of Historic Preservation, December 8, 2003.)  
**5S1:** Individual property that is listed or designated locally.



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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 4 Resource name(s) or number (assigned by recorder) *M. W. Peterson House*

**P1. Other Identifier:**

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

\*b. USGS 7.5' Quad TCA 0054

\*c. Address 2606 North Flower Street

\*e. Other Locational Data: Assessor's Parcel Number 001-244-25

\*a. County Orange County

Date:

City Santa Ana

Zip 92706

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

*Simplicity and near symmetry identify the Colonial Revival inspiration for this one-story cottage. Side-gabled, the roof has shallow eaves. Narrow clapboard sheathes the residence. Louver vents pierce the gable ends. The focal point of the design is the central entry, announced by a front-gabled hood supported on decoratively carved brackets. A twelve-light fixed sash window south of the entry may have been a replacement; its bracketed ledge at the sill level and a scalloped surround are more typical of later decades. North of the entry, a pair of double-hung sash windows display a Craftsman influence in the arrangement of muntins in the upper sashes. Slightly extended lintels also suggest the Craftsman style. A one-story, front-gabled and clapboard garage is located in the rear of the property. Attractively landscaped and bordered by a non-original but compatible white picket fence, the property is substantially unaltered.*

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

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

P5a. Photo



**P5b. Photo:** (view and date)

*East elevation*

*November 2006*

\*P6. Date Constructed/Age and

Sources: ☒ historic

*1927/City of Santa Ana Building Permits*

\*P7. Owner and Address:

*Rory G. Tompoles*

*2606 N. Flower Street*

*Santa Ana, CA 92706*

\*P8. Recorded by:

*L. Heumann and D. Howell-Ardila*

*Sapphos Environmental, Inc.*

*133 Martin Alley*

*Pasadena, California 91105*

\*P9. Date Recorded:

*December 1, 2006*

\*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 4

\*CHR Status Code 5S1

\*Resource Name or #: *M. W. Peterson House*

B1. Historic Name: *M. W. Peterson 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): *Constructed in 1927*

*February 23, 1927. Residence and garage, \$3000.*

*April 4, 1949. Termite work.*

*December 17, 2001. Reroof single family dwelling and garage. Tear off wood shingles and apply composition.*

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

\*B8. Related Features:

*Garage.*

B9a. Architect: *Unknown*

b. Builder: *Unknown*

\*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *Circa 1917-1956* Property Type: *Single-family Residence* Applicable Criteria: *NR: C; CR: 3*

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

*The M. W. Peterson House is architecturally significant as an intact and representative example of a 1920s Colonial Revival style residence and is historically notable as one of a handful of pre World War II homes in the immediate vicinity. The house and garage were built in 1927 for Milton W. Peterson and his wife, Mildred. Peterson was a barber whose shop, Warren and Peterson, was located at 406 East Fourth Street. The Petersons remained in the house until the early 1930s. In 1936, James T. and Margaret K. Workman lived at this address; Mr. Workman was a deputy sheriff. Beginning in 1940 and continuing until at least 1952, this was the home of Marian K. Libby, a teacher at Willard School.*

(See Continuation Sheet 3 of 4.)

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

\*B12. References:

*City of Santa Ana Building Permits*

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

*Sanborn Maps*

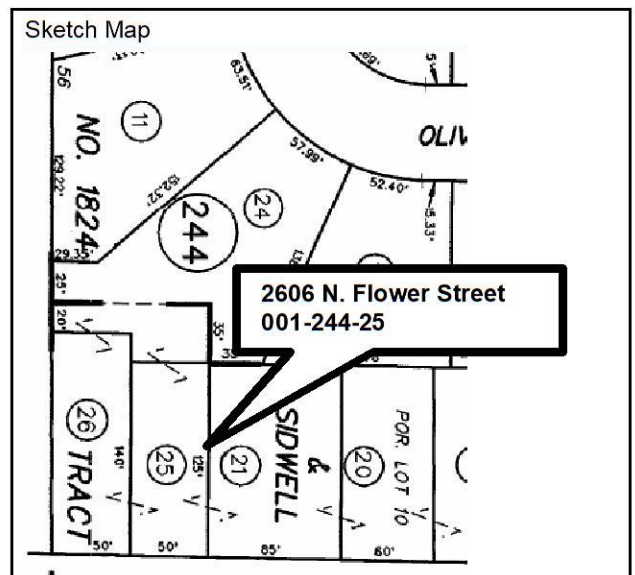
(See Continuation Sheet 3 of 4.)

B13. Remarks:

\*B14. Evaluator: *Leslie J. Heumann*

\*Date of Evaluation: *December 1, 2006*

(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 or # (As signed by recorder) *M. W. Peterson House*

\*Recorded by *Leslie J. Heumann and Deborah Howell-Ardila* \*Date *December 1, 2006* ☒ 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 around the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The M. W. Peterson House is located in north Santa Ana, in the Morrison/Eldridge Park neighborhood. An irregularly shaped area straddling North Flower Street, Morrison/Eldridge Park is bounded by the Garden Grove (22) and the Santa Ana (5) freeways on the north and east, Sharon Road and Memory Lane on the south, and North Bristol Street on the west. With the primary exception of the 2600 block of North Flower Street, this area remained unsubdivided and presumably agricultural through World War II. According to the city directories and early maps, North Flower ended at Seventeenth Street until around 1915, when six homes were noted north of Seventeenth, including three north of Santiago Creek. By 1920, there were nine homes, including one (2610, later numbered 2620), in what would become the Morrison/Eldridge Park neighborhood. Construction of three additional homes on the 2600 block occurred between 1925 and 1930. Beginning with a handful of homes constructed on newly laid out streets in the first few years of the 1950s, the area exploded in the mid 1950s with the building of tracts of homes in the California Ranch style. Home building in the neighborhood tapered off in the 1960s and ended around 1972.*

*The M. W. Peterson House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the distinguishing characteristics of the 1920s Colonial Revival style. Typical stylistic features illustrated by the house include its symmetrical, side-gabled configuration and prominently hooded entry. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and, as an intact and characteristic example of a 1920s Colonial Revival style home, "is a good example of period architecture." Character-defining exterior features of the M. W. Peterson House that should be preserved include, but may not be limited to, materials and finishes (clapboard); roof configuration and detailing; massing; original windows and doors and their surrounds where extant; entry; and architectural details such as the entry hood and attic vents.*

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

*Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*Orange County Plat Maps, 1912.*  
*Thomas Brothers Maps of Orange County, 1957, 1964, and 1969.*  
*Santa Ana and Orange County Directories, 1905-1962.*

**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 4 of 4

Resource Name or # (As signed by recorder) *M. W. Peterson House*

\*Recorded by *Leslie J. Heumann and Deborah Howell-Ardila* \*Date *December 1, 2006* ☒ Continuation ☐ Update

**P5b. Photo:** *Garage and south elevation, November 2006*





Exhibit C

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

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

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



# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

**TITLE:**

**HISTORIC PROPERTY PRESERVATION AGREEMENT  
NO. 2020-14 (MILLS ACT) FOR THE PROPERTY  
LOCATED AT 2606 NORTH FLOWER STREET**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- ☐ As Recommended  
☐ As Amended  
☐ Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

## RECOMMENDED ACTION

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Elliot Cossaboom and Carol Yvette Cossaboom for the property located at 2606 North Flower Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

## Request of Applicant

Elliot and Carol Cossaboom are requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 2606 North Flower Street that is currently listed on the Santa Ana Register of Historical Properties.

## Project Location and Site Description

The subject property, known as the M. W. Peterson House, consists of an existing one-story Colonial Revival style residence that is approximately 910 square feet in size on a 6,250-square-foot residential lot (Exhibit 2). The home was added to the Santa Ana Register of Historical Properties in 2007 and categorized as "Contributive."

## Analysis of the Issues

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

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


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

In 2007, the Historic Resources Commission placed the M.W. Peterson House on the historical register and within the Contributive category. Character-defining features of the M.W. Peterson House determined architecturally significant included: materials and finishes (clapboard); roof configuration and detailing; massing; original windows and doors and their surrounds where extant; entry; and architectural details such as the entry hood and attic vents. The M.W. Peterson House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it "is a good example of period architecture." Additionally, the house was categorized as Contributive because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and is an intact and characteristic example of a 1920s Colonial Revival style home.

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

### **CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-70 will be filed for this project.

  
Jill Arabe, AICP  
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\2606 N. Flower Street\Staff Report - 2606 N Flower Street.docx

Exhibits      1 - Mills Act Agreement  
                 2 - 500' Radius Map  
                 3 - Site Photos – 2606 N Flower Street

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### 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 **Elliot Cossaboom and Carol Yvette Cossaboom, Spouses as Joint Tenants**, (hereinafter collectively referred to as "Owner"), owners of real property located at **2606 North Flower 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 **2606 North Flower 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 **2606 North Flower Street**, Assessor Parcel Number, **001-244-25**, 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: Elliot Cossaboom and Carol Yvette Cossaboom  
2606 North Flower 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: \_\_\_\_\_  
ELLIOT COSSABOOM

Date: \_\_\_\_\_

By: \_\_\_\_\_  
CAROL YVETTE COSSABOOM

**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 real property in the City of Santa Ana, County of Orange, State of California, described as:

THAT PORTION OF THE NORTH 50.00 FEET OF THE SOUTH 100.00 FEET, MEASURED ALONG THE EAST LINE, OF LOT 10 OF THE POTTS, BORDEN AND SIDWELL TRACT, AS PER MAP RECORDED IN BOOK 4 PAGE 624, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, LYING EAST OF TRACT NO. 1824, AS PER MAP RECORDED IN BOOK 53 PAGES 10 AND 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE WEST 35.00 FEET THEREOF.

ALSO EXCEPT THE EAST 40.00 FEET THEREOF

**Assessor's Parcel Number: 001-244-25**

## EXECUTIVE SUMMARY

**M. W. PETERSON HOUSE**  
**2606 North Flower Street**  
**Santa Ana, CA 92706**

NAME	M. W. Peterson House			REF. NO.
ADDRESS	2606 North Flower Street			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1927	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Morrison/Eldridge Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	3	CALIFORNIA REGISTER STATUS CODE	SS1	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

### **ARCHITECTURAL STYLE:** Colonial Revival

The most universal of all American domestic building styles, the Colonial Revival has been popular since the 1876 Centennial celebration in Philadelphia 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 M. W. Peterson House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the distinguishing characteristics of the 1920s Colonial Revival style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and, as an intact and characteristic example of a 1920s Colonial Revival style home, "is a good example of period architecture" (Municipal Code, Section 30-2.2).

### **EXPLANATION OF CODES:**

- **California Register Criteria for Evaluation:** (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)  
3: It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- **California Register Status Code:** (From California Office of Historic Preservation, December 8, 2003.)  
SS1: Individual property that is listed or designated locally.

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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 4 Resource name(s) or number (assigned by recorder) *M. W. Peterson House*

**P1. Other Identifier:**

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

\*b. USGS 7.5' Quad TCA 0054

\*c. Address 2606 North Flower Street

\*e. Other Locational Data: Assessor's Parcel Number 001-244-25

\*a. County Orange County

Date:

City Santa Ana

Zip 92706

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

*Simplicity and near symmetry identify the Colonial Revival inspiration for this one-story cottage. Side-gabled, the roof has shallow eaves. Narrow clapboard sheathes the residence. Louver vents pierce the gable ends. The focal point of the design is the central entry, announced by a front-gabled hood supported on decoratively carved brackets. A twelve-light fixed sash window south of the entry may have been a replacement; its bracketed ledge at the sill level and a scalloped surround are more typical of later decades. North of the entry, a pair of double-hung sash windows display a Craftsman influence in the arrangement of muntins in the upper sashes. Slightly extended lintels also suggest the Craftsman style. A one-story, front-gabled and clapboard garage is located in the rear of the property. Attractively landscaped and bordered by a non-original but compatible white picket fence, the property is substantially unaltered.*

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

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

P5a. Photo



\*P5b. Photo: (view and date)

*East elevation  
November 2006*

\*P6. Date Constructed/Age and

Sources: ☒ historic  
*1927/City of Santa Ana Building  
Permits*

\*P7. Owner and Address:

*Rory G. Tompoles  
2606 N. Flower Street  
Santa Ana, CA 92706*

\*P8. Recorded by:

*L. Heumann and D. Howell-Ardila  
Sapphos Environmental, Inc.  
133 Martin Alley  
Pasadena, California 91105*

\*P9. Date Recorded:

*December 1, 2006*

\*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 4

\*CHR Status Code 5S1

\*Resource Name or #: M. W. Peterson House

B1. Historic Name: M. W. Peterson 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): Constructed in 1927

February 23, 1927. Residence and garage, \$3000.

April 4, 1949. Termite work.

December 17, 2001. Reroof single family dwelling and garage. Tear off wood shingles and apply composition.

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

\*B8. Related Features:  
Garage.

B9a. Architect: Unknown

b. Builder: Unknown

\*B10. Significance: Theme Residential Architecture

Area Santa Ana

Period of Significance: Circa 1917-1956

Property Type: Single-family Residence

Applicable Criteria: NR: C; CR: 3

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

*The M. W. Peterson House is architecturally significant as an intact and representative example of a 1920s Colonial Revival style residence and is historically notable as one of a handful of pre World War II homes in the immediate vicinity. The house and garage were built in 1927 for Milton W. Peterson and his wife, Mildred. Peterson was a barber whose shop, Warren and Peterson, was located at 406 East Fourth Street. The Petersons remained in the house until the early 1930s. In 1936, James T. and Margaret K. Workman lived at this address; Mr. Workman was a deputy sheriff. Beginning in 1940 and continuing until at least 1952, this was the home of Marian K. Libby, a teacher at Willard School.*

(See Continuation Sheet 3 of 4.)

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

\*B12. References:

City of Santa Ana Building Permits

Santa Ana History Room Collection, Santa Ana Public Library

Sanborn Maps

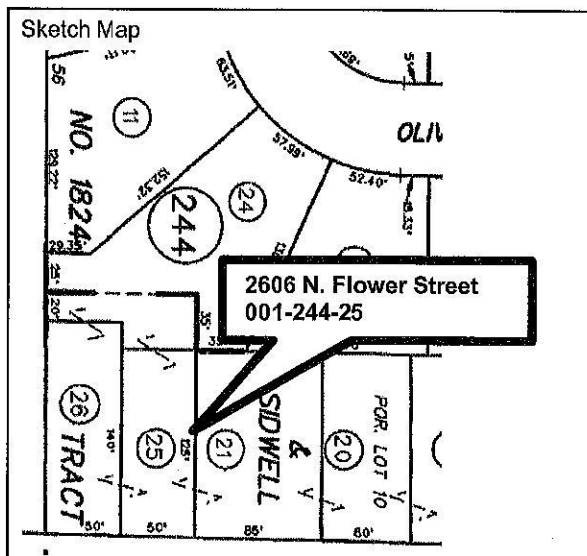
(See Continuation Sheet 3 of 4.)

B13. Remarks:

\*B14. Evaluator: Leslie J. Heumann

\*Date of Evaluation: December 1, 2006

(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 or # (As signed by recorder) M. W. Peterson House

\*Recorded by Leslie J. Heumann and Deborah Howell-Ardila \*Date December 1, 2006 ☒ 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 around the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.

The M. W. Peterson House is located in north Santa Ana, in the Morrison/Eldridge Park neighborhood. An irregularly shaped area straddling North Flower Street, Morrison/Eldridge Park is bounded by the Garden Grove (22) and the Santa Ana (5) freeways on the north and east, Sharon Road and Memory Lane on the south, and North Bristol Street on the west. With the primary exception of the 2600 block of North Flower Street, this area remained unsubdivided and presumably agricultural through World War II. According to the city directories and early maps, North Flower ended at Seventeenth Street until around 1915, when six homes were noted north of Seventeenth, including three north of Santiago Creek. By 1920, there were nine homes, including one (2610, later numbered 2620), in what would become the Morrison/Eldridge Park neighborhood. Construction of three additional homes on the 2600 block occurred between 1925 and 1930. Beginning with a handful of homes constructed on newly laid out streets in the first few years of the 1950s, the area exploded in the mid 1950s with the building of tracts of homes in the California Ranch style. Home building in the neighborhood tapered off in the 1960s and ended around 1972.

The M. W. Peterson House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the distinguishing characteristics of the 1920s Colonial Revival style. Typical stylistic features illustrated by the house include its symmetrical, side-gabled configuration and prominently hooded entry. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the Morrison/Eldridge Park neighborhood and, as an intact and characteristic example of a 1920s Colonial Revival style home, "is a good example of period architecture." Character-defining exterior features of the M. W. Peterson House that should be preserved include, but may not be limited to, materials and finishes (clapboard); roof configuration and detailing; massing; original windows and doors and their surrounds where extant; entry; and architectural details such as the entry hood and attic vents.

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

Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.  
Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.  
McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.  
National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.  
Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.  
Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.  
Orange County Plat Maps, 1912.  
Thomas Brothers Maps of Orange County, 1957, 1964, and 1969.  
Santa Ana and Orange County Directories, 1905-1962.

**CONTINUATION SHEET**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 4 of 4

Resource Name or # (Assigned by recorder) *M. W. Peterson House*

\*Recorded by *Leslie J. Heumann and Deborah Howell-Ardila* \*Date *December 1, 2006* ☒ Continuation ☐ Update

P5b. Photo: *Garage and south elevation, November 2006*





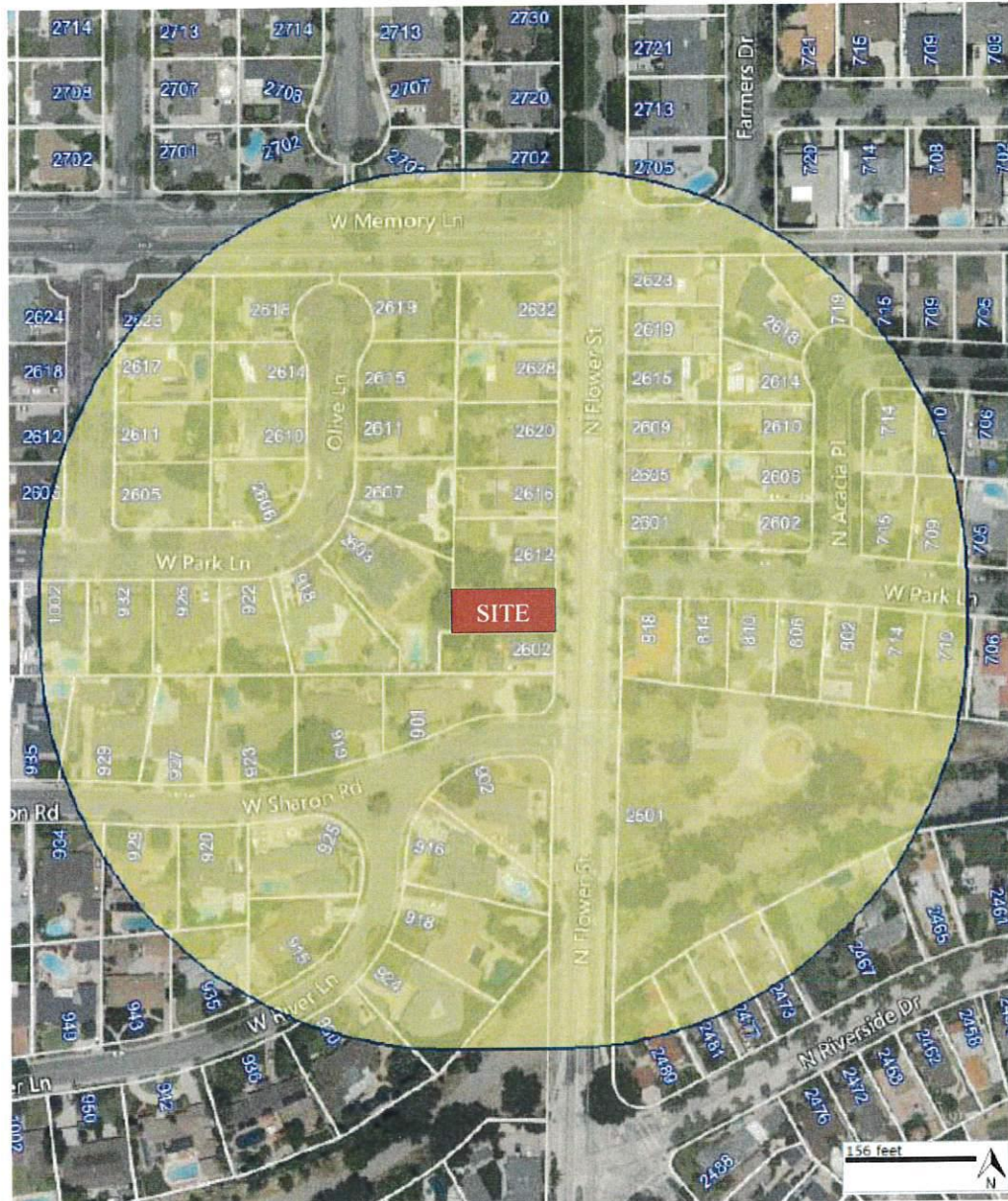
Exhibit C

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

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

***MILLS ACT AGREEMENT  
2606 North Flower Street  
Santa Ana, CA 92706***

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



500' RADIUS

HPPA 2020-14  
2606 NORTH FLOWER STREET  
M.W. PETERSON HOUSE

PLANNING AND BUILDING AGENCY

EXHIBIT 2  
25C-371





HPPA 2020-14  
M.W. PETERSON HOUSE  
2606 NORTH FLOWER STREET  
SITE PHOTOS  
EXHIBIT 3

**25C-372**



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

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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 **Richard S. Frankenstein Separate Property Revocable Trust Established November 17, 2010 as Wholly Amended and Restated on February 27, 2017**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2109 North Rosewood Avenue, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2109 North Rosewood Avenue, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

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

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

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **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 **2109 North Rosewood Avenue**, Assessor Parcel Number, **001-162-13**, 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: Richard S. Frankenstein  
2109 North Rosewood Avenue  
Santa Ana, CA 92706

**10. General Provisions.**

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

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



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

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

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

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

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

#### **11. Recordation.**

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

#### **12. Amendments.**

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

#### **13. Effective Date**

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

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
RICHARD S. FRANKENSTEIN

**APPROVED AS TO FORM:**

SONIA CARVALHO  
City Attorney

**RECOMMENDED FOR APPROVAL:**

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:

LOT 21 OF TRACT NO. 2171, AS SHOWN ON A MAP RECORDED IN BOOK 69, PAGE 48 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number: 001-162-13**



# EXECUTIVE SUMMARY

**D.K. Thomas House**  
**2109 North Rosewood Avenue**  
**Santa Ana, CA 92706**

NAME	D.K. Thomas House			REF. NO.
ADDRESS	2109 North Rosewood Avenue			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1956	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 D.K. Thomas 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 as interpreted by prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" 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.

**25C-381**





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) *D.K. Thomas House*

**P1. Other Identifier:**

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

\*c. Address *2109 North Rosewood Avenue*

\*e. Other Locational Data: Assessor's Parcel Number *001-162-13*

\*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 with an attached two-car garage constructed in a Ranch House style. The house and garage delineate an "L" -shaped plan, which embraces a generously sized rear patio. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, 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 a combination of brick, smooth stucco, and vertical plywood siding. The roof treatment defines three sections of the front (west) façade. In the middle, the entry porch is sheltered under the main roof and characterized by vertical plywood siding and a brick veneer base. The entry features a six-panel wood door flanked by a single full height decorative shutter. Forming the south wall of the entry porch, a metal-framed, casement, corner window with a corner support sits on a brick base and features interior jalousie shutters. An additional metal-framed, casement corner window marks the northwest corner of the façade, along with a tripartite metal-frame casement window closer to the entry; both with are flanked by decorative shutters. The rear (east) elevation features a roof overhang that frames a modestly sized rear patio, which features multi-light French doors flanked by two multi-light side panels. The "L" -shaped portion of the rear provides a secondary access to the rear and also features multi-light French doors flanked by two multi-light side panels. A prominent brick chimney located along the front elevation south of the entry pierces the eaves and rises above the roof ridge line. A double casement is set between the chimney and the attached garage that constitutes the south end of the facade. 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 a rear bedroom and bathroom addition, the removal of original roof shingles, swimming pool and spa, and installation of photovoltaic solar panels towards the rear. While the residence has been altered, the alterations do not appear to detract from the integrity of the residence.*

\*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  
*1956/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Richard S. Frankenstein  
2109 North Rosewood Avenue  
Santa Ana, CA 92705*

\*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 #: *D.K. Thomas House*

B1. Historic Name: *D.K. Thomas 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): *May 1, 1956. Constructed. \$18,000.*

*December 7, 1982. Residential addition bedroom and bath.*

*December 27, 1982. Swimming pool and spa.*

*March 30, 2004. Reroof sfd and attached garage - remove wood shakes, install comp shingles. \$10,528.*

*September 13, 2011. Install (26) photovoltaic solar panels & 1 inverter. \$22,000.*

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

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Arthur K. Herrick*

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

Period of Significance: *1956*

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 D.K. Thomas House is architecturally significant as a characteristic example of the Ranch style as interpreted by prominent local builder, Emmet C. Rogers, and his son-in-law, Arthur K. Herrick. This house was an Emmet C. Rogers development home and was originally constructed in 1956, by local building contractor Arthur K. Herrick. Emmet C. Rogers was a prolific Santa Ana builder and developer. From the late 1930s through the following decade, Rogers was extremely active as a building contractor, often moving his family, perhaps to houses as a finished them, on Greenleaf (2144), Freeman (602 and 1315), and Towner (1010) (1930 Federal Census; Santa Ana Register July 29, 1940; 1947 and 1949 city directories). He subdivided a 24-lot tract on Freeman between Washington and Fifteenth from former walnut groves in 1938, maintaining property values by reviewing the proposed plans for each house in the tract (Santa Ana Register, August 27, 1938). He also developed several lots on Towner, north of Washington (Santa Ana Register, July 29, 1940). This house was deeded to David K. and Catherine S. Thomas in 1956. Mr. and Mrs. Thomas resided on the property until 1979 when the property was sold to Dennis I. and Jane C. Fischel. Mr. and Mrs. Fischel resided in the property until 1990s.*

(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*

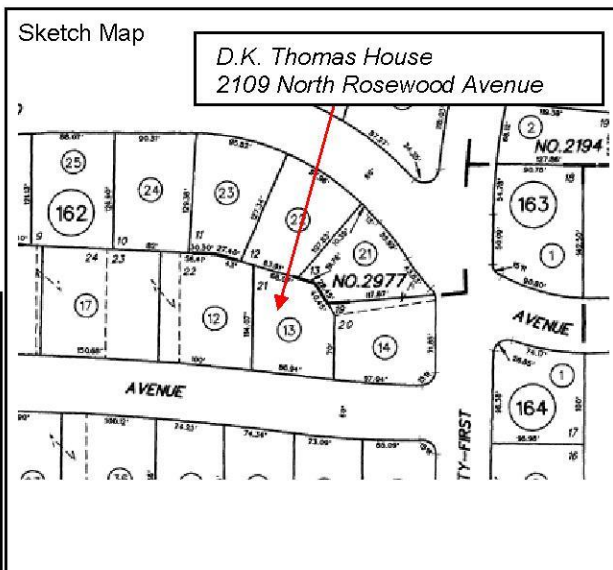
(See Continuation Sheet 3 of 3.)

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: *D.K. Thomas 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 D. K. Thomas 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 D.K. Thomas 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 as interpreted by prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" in Santa Ana (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the D.K. Thomas House include, but may not be limited to: materials and finishes (brick, stucco, vertical plywood siding); low pitched, hipped roof; wide, overhanging, open eaves with exposed rafters; brick chimney; metal casement windows, including corner windows; and front entry porch.*

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

*Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.*  
*Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002.*  
*Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
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*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 22

HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

PUBLIC HEARING – HISTORIC RESOURCES  
COMMISSION APPLICATION NO. 2020-12,  
HISTORIC REGISTER CATEGORIZATION  
NO. 2020-11, AND HISTORIC PROPERTY  
PRESERVATION AGREEMENT NO. 2020-15  
FOR PROPERTY LOCATED AT 2109 NORTH  
ROSEWOOD AVENUE

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. 2020-12 and Historic Register Categorization No. 2020-11 (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 Richard S. Frankenstein, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

## Request of Applicant

Richard S. Frankenstein is requesting approval to designate an existing residence located at 2109 North Rosewood Avenue 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 Rosewood Avenue in the West Floral Park neighborhood. The site consists of a 2,282-square-foot, Ranch House residence and detached garage on an 8,712-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 64 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 D.K. Thomas 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 1956 by local builder, Arthur K. Herrick, Emmet C. Rogers' son-in-law. Rogers was a prolific Santa Ana builder and developer. From the late 1930s through the following decade, Rogers was extremely active as a building contractor, often moving his family, perhaps to houses as a finished them.

Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, 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 a combination of brick, smooth stucco, and vertical plywood siding. The roof treatment defines three sections of the front (west) façade. In the middle, the entry porch is sheltered under the main roof and characterized by vertical plywood siding and a brick veneer base. The entry features a six panel wood door flanked by a single full height decorative shutter with an adjacent metal-framed casement corner windows with corner supports featuring interior jalousie shutters. An additional metal-framed casement window also appears in the north sections of the façade, along with a tripartite metal-frame casement window, both with are flanked by decorative shutters. The rear (east) elevation features a roof overhang that frames a modestly sized rear patio, which features multi-light French doors flanked by two multi-light side panels. The "L" - shaped portion of the rear provides a secondary access to the rear and also features multi-light French doors flanked by two multi-light side panels. A prominent brick chimney located along the front elevation rises above the roof ridgeline and frames southern section of the front façade. The property is landscaped with several mature trees, a lawn, low vegetation and a decorative walkway at the front setback. Character-defining features of the D.K. Thomas House include, but may not be limited to: materials and finishes (brick, stucco, vertical plywood siding); low pitched, hipped roof; wide, overhanging, open eaves with exposed rafters; brick chimney; metal casement windows; and front entry porch.

The D.K. Thomas 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; and Criterion No. 4, for its contribution to the West Floral Park neighborhood and for its



association with prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" 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.

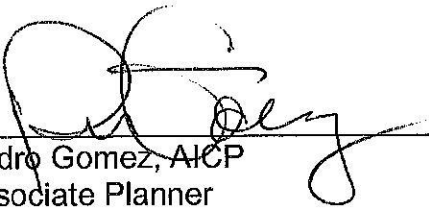
### Public Notification

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.

### 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. 2020-72 will be filed for this project.

HRCA No. 2020-12, HRC No. 2020-11,  
HPPA No. 2020-15  
October 29, 2020  
Page 4

  
Pedro Gomez, AICP  
Associate Planner

PG:sb

S:\Historic Resources Commission\2020\10-29-20\2109 N Rosewood Ave -D.K. Thomas House\Staff Report - 2109 N. Rosewood Ave

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. 2020-12 TO PLACE THE PROPERTY LOCATED AT 2109 NORTH ROSEWOOD AVENUE, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2020-11 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. 2020-12) and categorization (Historic Resources Commission Categorization No. 2020-11) of the D.K. Thomas House located at 2109 North Rosewood Avenue, Santa Ana.
- B. The D.K. Thomas House has distinctive architectural features of the Ranch House style and was built in 1956.
- C. The D.K. Thomas 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; and Criterion No. 4, for its contribution to the West Floral Park neighborhood and for its association with prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" in Santa Ana. Character-defining features of the D.K. Thomas House include, but may not be limited to: materials and finishes (brick, stucco, vertical plywood siding); low pitched, hipped roof; wide, overhanging, open eaves with exposed rafters; brick chimney; metal casement windows; and front entry porch.
- D. The legal owner of the property is Richard S. Frankenstein.
- 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 minimal 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 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-2020-72 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. 2020-12 to place the D.K. Thomas House located at 2109 North Rosewood Avenue, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2020-11 placing the D.K. Thomas House located at 2109 North Rosewood Avenue, 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 29<sup>th</sup> 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**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
001-162-13	2109 North Rosewood Avenue	LOT 21 OF TRACT NO. 2171, AS SHOWN ON A MAP RECORDED IN BOOK 69, PAGE 48 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	Richard S. Frankenstein



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

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### 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 **Richard S. Frankenstein Separate Property Revocable Trust Established November 17, 2010 as Wholly Amended and Restated on February 27, 2017**, (hereinafter collectively referred to as "Owner"), owner of real property located at **2109 North Rosewood Avenue, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

#### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the "Mills Act") to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2109 North Rosewood Avenue, Santa Ana, CA, 92706** and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, and hereinafter referred to as the "Historic Property".
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

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

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

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **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 **2109 North Rosewood Avenue**, Assessor Parcel Number, **001-162-13**, 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: Richard S. Frankenstein  
2109 North Rosewood Avenue  
Santa Ana, CA 92706

**10. General Provisions.**

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

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

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

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

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

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

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

#### **11. Recordation.**

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

#### **12. Amendments.**

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

#### **13. Effective Date**

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

{Signature page follows}



**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
RICHARD S. FRANKENSTEIN

**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:

LOT 21 OF TRACT NO. 2171, AS SHOWN ON A MAP RECORDED IN BOOK 69, PAGE 48 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number: 001-162-13**



500' RADIUS

HRC 2020-11/ HRCA 2020-12/ HPPA 2020-15  
2109 NORTH ROSEWOOD AVENUE  
D.K. THOMAS HOUSE

PLANNING AND BUILDING AGENCY

**25C-404**



# EXECUTIVE SUMMARY

**D.K. Thomas House**  
**2109 North Rosewood Avenue**  
**Santa Ana, CA 92706**

NAME	D.K. Thomas House			REF. NO.
ADDRESS	2109 North Rosewood Avenue			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1956	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 D.K. Thomas 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; and Criterion 4, for its contribution to the Floral Park neighborhood and for its association with prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" 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) *D.K. Thomas House*

P1. Other Identifier:

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

\*c. Address *2109 North Rosewood Avenue*

\*e. Other Locational Data: *Assessor's Parcel Number 001-162-13*

\*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 with an attached two-car garage constructed in a Ranch House style. The house and garage delineate an "L" -shaped plan, which embraces a generously sized rear patio. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, 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 a combination of brick, smooth stucco, and vertical plywood siding. The roof treatment defines three sections of the front (west) façade. In the middle, the entry porch is sheltered under the main roof and characterized by vertical plywood siding and a brick veneer base. The entry features a six panel wood door flanked by a single full height decorative shutter with an adjacent metal-framed casement corner windows with corner supports featuring interior jalousie shutters. An additional metal-framed casement windows also appears in the north sections of the façade, along with a tripartite metal-frame casement window, both with are flanked by decorative shutters. The rear (east) elevation features a roof overhang that frames a modestly sized rear patio, which features multi-light French doors flanked by two multi-light side panels. The "L" -shaped portion of the rear provides a secondary access to the rear and also features multi-light French doors flanked by two multi-light side panels. A prominent brick chimney located along the front elevation rises above the roof ridge line and frames southern section of the front façade. 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 a rear bedroom and bathroom addition, the removal of original roof shingles, swimming pool and spa, and installation of photovoltaic solar panels towards the rear. While the residence has been altered, the alterations do not appear to detract from the integrity of the residence.*

\*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

*1956/ City of Santa Ana Building  
Permits*

\*P7. Owner and Address:

*Richard S. Frankenstein  
2109 North Rosewood Avenue  
Santa Ana, CA 92705*

\*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 #: *D.K. Thomas House*

B1. Historic Name: *D.K. Thomas 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): *May 1, 1956. Constructed. \$18,000.*

*December 7, 1982. Residential addition bedroom and bath.*

*December 27, 1982. Swimming pool and spa.*

*March 30, 2004. Reroof sfd and attached garage - remove wood shakes, install comp shingles. \$10,528.*

*September 13, 2011. Install (26) photovoltaic solar panels & 1 inverter. \$22,000.*

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

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Arthur K. Herrick*

\*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1956*

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 D.K. Thomas House is architecturally significant as a characteristic example of the Neoclassical style and historically notable for its association with a prominent local builder, Emmet C. Rogers. This house was an Emmet C. Rogers development home and was originally constructed in 1956, by local building contractor and Rogers' son-in-law, Arthur K. Herrick. Emmet C. Rogers was a prolific Santa Ana builder and developer. From the late 1930s through the following decade, Rogers was extremely active as a building contractor, often moving his family, perhaps to houses as a finished them, on Greenleaf (2144), Freeman (602 and 1315), and Towner (1010) (1930 Federal Census, Santa Ana Register July 29, 1940, 1947 and 1949 city directories). He subdivided a 24-lot tract on Freeman between Washington and Fifteenth from former walnut groves in 1938, maintaining property values by reviewing the proposed plans for each house in the tract (Santa Ana Register, August 27, 1938). He also developed several lots on Towner, north of Washington (Santa Ana Register, July 29, 1940). The house was deeded to David K. and Catherine S. Thomas in 1956. Mr. and Mrs. Thomas resided on the property until 1979 when the property was sold to Dennis I. and Jane C. Fischel. Mr. and Mrs. Fischel resided in the property until 1990s.*

(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:

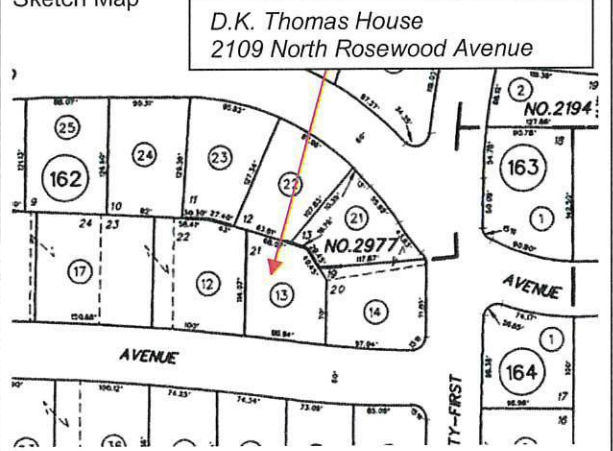
\*B14. Evaluator: *Leslie Heumann/Chattel Inc.*

\*Date of Evaluation: *October 29, 2020*

DPR 523B

(This space reserved for official comments.)

Sketch Map





CONTINUATION SHEET

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 3 of 3

Resource Name: *D.K. Thomas House*

\*Recorded by *Pedro Gomez*

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

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

*The D.K. Thomas House is located in West Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Bristol Street, North Flower Street, and West Riviera Drive. In 1910, father and son John B. and Merle Ramsey, who had come to Santa Ana in 1902 and subsequently set up business as plaster contractors, purchased fifteen acres of the ranch from a Mr. Talcott. By that time, the adobe had been replaced by the present house, estimated to have been built circa 1895 (Cultural Heritage Inventory, 1983). A barn with an attached bunkhouse was located west of the house (approximately where Westwood Avenue runs today). The Ramsey's began tending the orange and walnut trees already on half of the acreage, and planted additional walnut trees and apricot trees on the vacant land. They also developed the "Ramsey Apple" by grafting cuttings from their home in Ohio onto California rootstock.*

*At the time of the Ramsey's purchase, the ranch, although located within the city limits of Santa Ana, was "far out in the country," reached via dirt roads, with no nearby neighbors. The location of the property was understood to be the vicinity of Baker and Seventeenth. In 1921, father and son divided the property, with the father keeping the rear portion for farming and son taking the front in order to take advantage of the expanding residential area of Santa Ana by building houses. City directories in the 1930s list the address of John Ramsey as 1901 North Baker Street and of Merle Ramsey as 1101 West Seventeenth Street. Westwood Avenue north of Seventeenth, however, was not developed until the post-World War II period, and the first building permit with the current address was recorded in 1948. Merle Ramsey recalled his life on the A. T. Bates ranch in *This Was Mission County: Reflections in Orange of Merle and Mabel Ramsey*, published in 1973, and noted that the house remained exactly where it had been, only surrounded by streets and houses. Ramsey also recalled unearthing several Native American artifacts on the property, most notably two stone pots discovered when they installed an irrigation system.*

*Since the second half of the twentieth century, the neighborhood in which the A. T. Bates Ranch 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 during the 1950s, and the California Ranch.*

*The D.K. Thomas 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; and Criterion 4, for its contribution to the West Floral Park neighborhood and for its association with prominent local builder, Emmet C. Rogers. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of the West Floral Park neighborhood, and, as an intact example of the Ranch House style in the West Floral Park neighborhood, "is a good example of period architecture" in Santa Ana (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the D.K. Thomas House include, but may not be limited to: materials and finishes (brick, stucco, vertical plywood siding); low pitched, hipped roof; wide, overhanging, open eaves with exposed rafters; brick chimney; metal casement windows; and front entry porch.*

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

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

***MILLS ACT AGREEMENT***  
***2109 North Rosewood Avenue***  
***Santa Ana, CA 92706***

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

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



**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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**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 **Ryan Bruce and Amy Bruce, Husband and Wife as Joint Tenants**, (hereinafter collectively referred to as “Owner”), owners of real property located at **2214 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 **2214 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 **2214 North Heliotrope Drive**, Assessor Parcel Number, **002-082-41**, 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: Ryan Bruce and Amy Bruce  
2214 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: \_\_\_\_\_  
RYAN BRUCE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
AMY BRUCE

**APPROVED AS TO FORM:**

SONIA CARVALHO

City Attorney

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

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

LOT 35, EXCEPTING THE NORTH 2.30 FEET THEREOF, AND THE NORTH 49.30 FEET OF LOT 34 IN BLOCK "A" OF TRACT NO. 1035, AS SHOWN ON A MAP RECORDED IN BOOK 33, PAGE 46, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

**Assessor's Parcel Number: 002-082-41**

# EXECUTIVE SUMMARY

**Haster - Dempsay House**  
**2214 North Heliotrope Drive**  
**Santa Ana, CA 92706**

NAME	Haster - Dempsay House			REF. NO.
ADDRESS	2214 North Heliotrope Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1953	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	3	CALIFORNIA REGISTER STATUS CODE	5S1	

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

## **EXPLANATION OF CODES:**

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

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

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

**5S1:** Individual property that is listed or designated locally.



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) *Haster - Dempsay House*

**P1. Other Identifier:**

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

\*c. Address *2214 North Heliotrope Drive*

\*e. Other Locational Data: Assessor's Parcel Number *002-082-41*

\*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, this is a one-story single-family residence on a large parcel, sited with a deep setback and constructed in a Ranch House style. A three-car garage is located a few feet behind (south of) the south elevation of the residence and is attached by an open breezeway. The house and garage delineate an irregularly shaped plan, which once embraced a generously sized rear patio that has since been enclosed and converted into a family room. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, gable-on-hip ("dutch gable") roof with wide, overhanging, enclosed eaves. The exterior of the house is clad in a combination of brick, smooth stucco, and horizontal wood board (clapboard) siding. A small front entry is located off-center and sheltered under the main roof of the residence characterized by a single wood column, with a cushion capital, that supports the roof overhang. The entry exhibits a modern, two-panel front door with a single sidelight and side-panel. A large metal-framed picture window is located along the front façade with a large central panel and two-side sections of multiple lights. Additional metal-framed casement windows also appear in the east façade, in addition to the and north and south sections of the façade. An interior brick chimney rises above the roof ridgeline. Alterations to the house include the removal of original wood roof shingles, paint, enclosure of the original rear patio, rear bedroom extension, and the addition of an additional unit attached to the rear of the three-car garage. The residence retains much of its historical integrity and original design features that are commonly found in a Ranch House style. Other than the noted changes, the house appears intact and is in good condition.*

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

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

P5a. Photo



**P5b. Photo:** (view and date)  
*East elevation, view west  
January 2020*

\*P6. Date Constructed/Age and Sources: ☒ historic  
*1953/ City of Santa Ana Building Permits*

\*P7. Owner and Address:  
*Ryan and Amy Bruce  
2214 North Heliotrope Drive  
Santa Ana, CA 92706*

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

\*P9. Date Recorded:  
*January 23, 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 5S1

\*Resource Name or #: *Haster - Dempsay House*

B1. Historic Name: *Haster - Dempsay 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 1953*

*January 9, 1954. Plastering for H.J. Lamb by Sorenson.*

*February 5, 1979. Extend bedroom and closet (224 sq. ft.) by Dempsay, owner. \$5,712.*

*March 13, 1979. Enclose existing patio and convert to den/family room for Dempsay, owner. \$5,000.*

*December 11, 1995. Reroof— apply built-up roof and remove wood shingle to apply wood shakes. \$4,590.*

*November 13, 2002. Reroof with tear off of wood shakes to apply fiberglass shingles. \$15,000.*

*November 9, 2017. Structural repairs to existing garage roof framing. \$10,000.*

*June 18, 2018. Legalize accessory dwelling unit attached to rear of three-car garage.*

*October 8, 2018. Interior remodel— kitchen, relocate pantry, relocate interior wall to convert (e) living room into a bedroom, remodel 2 (e) bedrooms, relocate coat closet and add wine closet to foyer. \$75,000.*

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

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Unknown*

\*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1953*

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 Haster - Dempsay House is architecturally significant as an early and characteristic example of Ranch House style. It was built in 1953 and the first known residents were Hugo Jay (H.J.) Lamb and Mary E. Lamb, who resided on the property for only a year. Carl H. Benning, a retiree, and his wife Elsie G. Benning, resided on the property from 1954-1957. Thomas Haster and his wife Ann K. Haster resided on the property in 1957. Ann K. Haster continued to live on the property until 1972, 27-years after Thomas Haster's passing in 1945. John G. Dempsay and Linda Dempsay (formerly Linda Blowers) purchased the property after Mrs. Haster's death. Linda Dempsay was the daughter of Floyd A. Blower and Margaret F. Blower who were an Orange County pioneer family, settling in Tustin in the late 1800's. John and Linda Dempsay resided on the property until 1996 when the property was sold to Robert E. and Jeanette Wilde. According to city directories, Robert E. Wilde resided on the property until his passing 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*

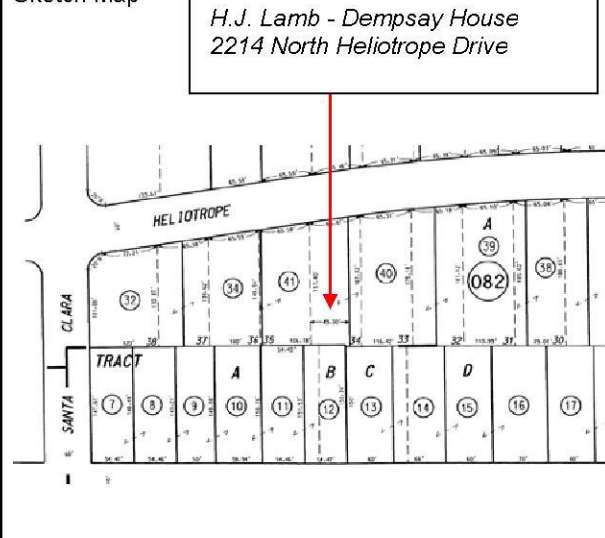
(See Continuation Sheet 3 of 3.)

B13. Remarks:

\*B14. Evaluator: *Pedro Gomez, AICP/City of Santa Ana*

(This space reserved for official comments.)

Sketch Map



\*Date of Evaluation: *January 23, 2020*



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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 3 of 3

Resource Name: *Haster - Dempsay House*

\*Recorded by *Pedro Gomez*

\*Date *January 23, 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 Haster - Dempsay 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. This neighborhood is northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of oranges, avocados, and walnuts and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (*Orange County Register*, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (*Orange County Register*, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival.*

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

*In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2018) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.*

*The Haster - Dempsay House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the Ranch House style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Santa Ana, and, as an early and intact example of the Ranch House style in the Floral Park neighborhood, "is a good example of period architecture." Character defining features of the Haster - Dempsay House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood board siding); low pitched dutch-gable roof with wide overhanging eaves; brick chimney; metal casement windows; and front entry porch.*

**\*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

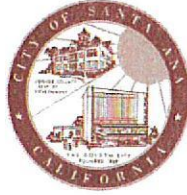
Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

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

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



**REQUEST FOR**  
**Historic Resources Commission Action**



HISTORIC RESOURCES COMMISSION MEETING DATE:

**OCTOBER 29, 2020**

TITLE:

**HISTORIC PROPERTY PRESERVATION AGREEMENT  
NO. 2020-16 (MILLS ACT) FOR THE PROPERTY  
LOCATED AT 2214 NORTH HELIOTROPE DRIVE**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- ☐ As Recommended  
☐ As Amended  
☐ Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

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

Executive Director

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

Planning Manager

**RECOMMENDED ACTION**

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with Ryan and Amy Bruce for the property located at 2214 North Heliotrope Drive, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

**Request of Applicant**

Ryan and Amy Bruce are requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing residence located at 2214 North Heliotrope Drive that is currently listed on the Santa Ana Register of Historical Properties.

**Project Location and Site Description**

The subject property, known as the Haster-Dempsay House, consists of an existing one-story Ranch House style residence that is approximately 3,667 square feet in size on a 16,752-square-foot residential lot (Exhibit 2). The home was added to the Santa Ana Register of Historical Properties in 2007 and categorized as "Contributive."

**Analysis of the Issues**

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



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

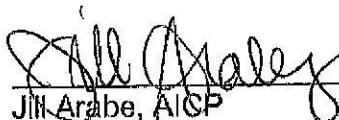
- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2004, the Historic Resources Commission placed the Haster-Dempsey House on the historical register and within the Contributive category. Character-defining features of the Haster-Dempsey House determined architecturally significant included: materials and finishes (brick, stucco, horizontal wood board siding); low pitched dutch-gable roof with wide overhanging eaves; brick chimney; metal casement windows; and front entry porch. The Haster-Dempsey House qualified for listing under Criterion 1 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it exemplifies distinguishing characteristics of the Ranch House style and "contributes to the overall character and history" of Santa Ana. Additionally, the house was categorized as Contributive because it "is a good example of period architecture" in the Floral Park neighborhood.

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

#### CEQA Compliance

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-72 will be filed for this project.

  
Jill Arabe, AICP  
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\2214 N. Heliotrope Drive - Haster-Dempsey House\Staff Report - 2214 N Heliotrope Drive.docx

Exhibits      1 - Mills Act Agreement  
                  2 - 500' Radius Map  
                  3 - Site Photos – 2214 N Heliotrope Drive

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

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### 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 **Ryan Bruce and Amy Bruce, Husband and Wife as Joint Tenants**, (hereinafter collectively referred to as "Owner"), owners of real property located at **2214 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 **2214 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 **2214 North Heliotrope Drive**, Assessor Parcel Number, **002-082-41**, 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: Ryan Bruce and Amy Bruce  
2214 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}

**MILLS ACT AGREEMENT**  
2214 North Hellotrope Drive  
Santa Ana, CA 92706

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
RYAN BRUCE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
AMY BRUCE

**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

*MILLS ACT AGREEMENT  
2214 North Heliotrope Drive  
Santa Ana, CA 92706*

**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 35, EXCEPTING THE NORTH 2.30 FEET THEREOF, AND THE NORTH 49.30 FEET OF LOT 34 IN BLOCK "A" OF TRACT NO. 1035, AS SHOWN ON A MAP RECORDED IN BOOK 33, PAGE 46, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

**Assessor's Parcel Number: 002-082-41**



## EXECUTIVE SUMMARY

**Haster - Dempsay House**  
**2214 North Heliotrope Drive**  
**Santa Ana, CA 92706**

NAME	Haster - Dempsay House			REF. NO.
ADDRESS	2214 North Heliotrope Drive			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1953	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	N/A	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	3	CALIFORNIA REGISTER STATUS CODE		5S1

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

### EXPLANATION OF CODES:

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

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

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

**5S1:** Individual property that is listed or designated locally.

**EXHIBIT B**

**25C-435**

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) *Haster - Dempsay House*

**P1. Other Identifier:**

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

\*b. USGS 7.5' Quad TCA 1725

\*c. Address 2214 North Heliotrope Drive

\*e. Other Locational Data: Assessor's Parcel Number 002-082-41

\*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, this is a one-story single-family residence on a large parcel, sited with a deep setback and constructed in a Ranch House style. A three-car garage is located a few feet behind (south of) the south elevation of the residence and is attached by an open breezeway. The house and garage delineate an irregularly shaped plan, which once embraced a generously sized rear patio that has since been enclosed and converted into a family room. Asymmetrical in design, the house exhibits a strong horizontal emphasis expressed through a low pitched, gable-on-hip ("dutch gable") roof with wide, overhanging, enclosed eaves. The exterior of the house is clad in a combination of brick, smooth stucco, and horizontal wood board (clapboard) siding. A small front entry is located off-center and sheltered under the main roof of the residence characterized by a single wood column, with a cushion capital, that supports the roof overhang. The entry exhibits a modern, two-panel front door with a single sidelight and side-panel. A large metal-framed picture window is located along the front façade with a large central panel and two-side sections of multiple lights. Additional metal-framed casement windows also appear in the east façade, in addition to the and north and south sections of the façade. An interior brick chimney rises above the roof ridgeline. Alterations to the house include the removal of original wood roof shingles, paint, enclosure of the original rear patio, rear bedroom extension, and the addition of an additional unit attached to the rear of the three-car garage. The residence retains much of its historical integrity and original design features that are commonly found in a Ranch House style. Other than the noted changes, the house appears intact and is in good condition.*

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

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

P5a. Photo



P5b. Photo: (view and date)

East elevation, view west  
January 2020

\*P6. Date Constructed/Age and

Sources: ☒ historic  
1953/ City of Santa Ana Building  
Permits

\*P7. Owner and Address:

Ryan and Amy Bruce  
2214 North Heliotrope Drive  
Santa Ana, CA 92706

\*P8. Recorded by:

Pedro Gomez, AICP  
20 Civic Center Plaza M-20  
Santa Ana, CA 92702

\*P9. Date Recorded:

January 23, 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 5S1

\*Resource Name or #: *Haster - Dempsay House*

B1. Historic Name: *Haster - Dempsay 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 1953*

*January 9, 1954. Plastering for H.J. Lamb by Sorenson.*

*February 5, 1979. Extend bedroom and closet (224 sq. ft.) by Dempsay, owner. \$5,712.*

*March 13, 1979. Enclose existing patio and convert to den/family room for Dempsay, owner. \$5,000.*

*December 11, 1995. Reroof – apply built-up roof and remove wood shingle to apply wood shakes. \$4,590.*

*November 13, 2002. Reroof with tear off of wood shakes to apply fiberglass shingles. \$15,000.*

*November 9, 2017. Structural repairs to existing garage roof framing. \$10,000.*

*June 18, 2018. Legalize accessory dwelling unit attached to rear of three-car garage.*

*October 8, 2018. Interior remodel – kitchen, relocate pantry, relocate interior wall to convert (e) living room into a bedroom, remodel 2 (e) bedrooms, relocate coat closet and add wine closet to foyer. \$75,000.*

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

\*B8. Related Features: *None.*

B9a. Architect: *Unknown*

b. Builder: *Unknown*

\*B10. Significance: Theme *Residential Architecture*

Area *Santa Ana*

Period of Significance: *1953*

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 Haster - Dempsay House is architecturally significant as an early and characteristic example of Ranch House style. It was built in 1953 and the first known residents were Hugo Jay (H.J.) Lamb and Mary E. Lamb, who resided on the property for only a year. Carl H. Benning, a retiree, and his wife Elsie G. Benning, resided on the property from 1954-1957. Thomas Haster and his wife Ann K. Haster resided on the property in 1957. Ann K. Haster continued to live on the property until 1972, 27-years after Thomas Haster's passing in 1945. John G. Dempsay and Linda Dempsay (formerly Linda Blowers) purchased the property after Mrs. Haster's death. Linda Dempsay was the daughter of Floyd A. Blower and Margaret F. Blower who were an Orange County pioneer family, settling in Tustin in the late 1800's. John and Linda Dempsay resided on the property until 1996 when the property was sold to Robert E. and Jeanette Wilde. According to city directories, Robert E. Wilde resided on the property until his passing 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*

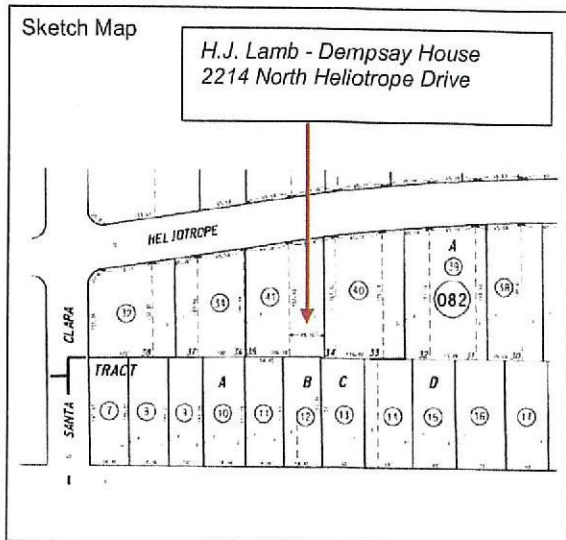
(See Continuation Sheet 3 of 3.)

B13. Remarks:

\*B14. Evaluator: *Pedro Gomez, AICP/City of Santa Ana*

(This space reserved for official comments.)

Sketch Map



\*Date of Evaluation: *January 23, 2020*



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

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 3 of 3

Resource Name: *Haster - Dempsay House*

\*Recorded by *Pedro Gomez*

\*Date *January 23, 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 Haster - Dempsay 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. This neighborhood is northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of oranges, avocados, and walnuts and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (*Orange County Register*, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (*Orange County Register*, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival.*

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

*In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2018) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.*

*The Haster - Dempsay House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the Ranch House style. Additionally, the house has been categorized as "Contributive" because it "contributes to the overall character and history" of Santa Ana, and, as an early and intact example of the Ranch House style in the Floral Park neighborhood, "is a good example of period architecture." Character defining features of the Haster - Dempsay House that should be preserved include, but may not be limited to, materials and finishes (brick, stucco, horizontal wood board siding); low pitched dutch-gable roof with wide overhanging eaves; brick chimney; metal casement windows; and front entry porch.*

**\*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, an such design is compatible with size, scale, color, material and character of the property, neighborhood, or environment.

*MILLS ACT AGREEMENT  
2214 North Heliotrope Drive  
Santa Ana, CA 92706*

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





500' RADIUS

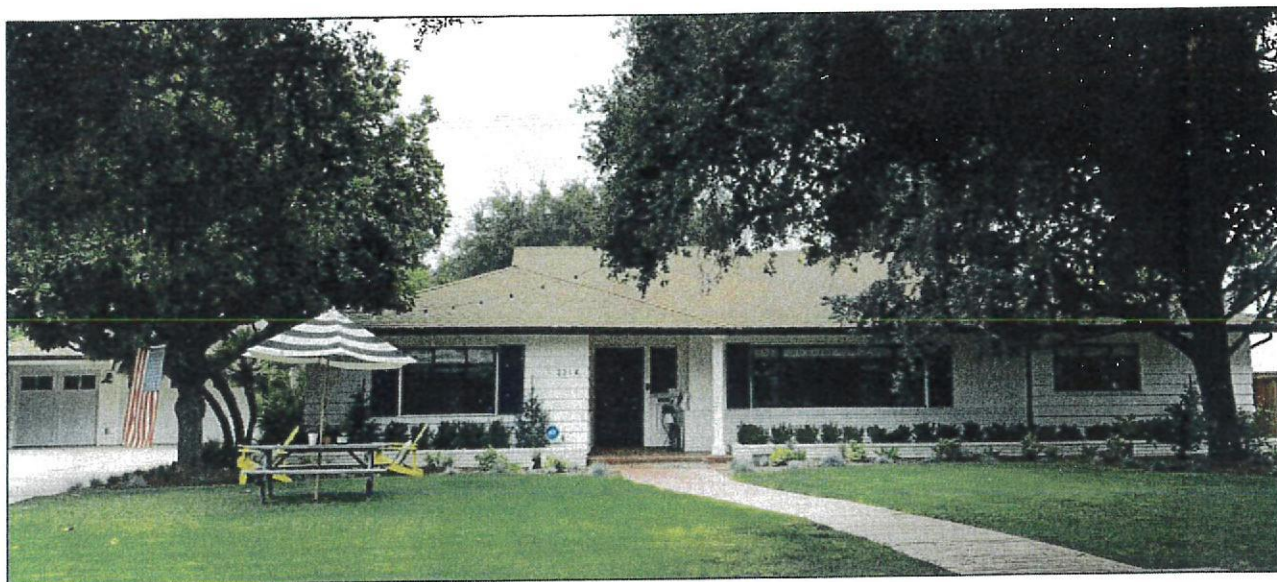
HPPA 2020-16  
2214 NORTH HELIOTROPE DRIVE  
HASTER-DEMPSAY HOUSE

PLANNING AND BUILDING AGENCY

EXHIBIT 2

25C-441





HPPA 2020-16  
HASTER-DEMPSAY HOUSE  
2214 NORTH HELIOTROPE DRIVE  
SITE PHOTOS  
EXHIBIT 3

**25C-442**



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

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### 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 **888 TOWER APARTMENTS, LLC, a Delaware limited liability company**, (hereinafter collectively referred to as “Owner”), owners of real property located at **888 North Main 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 **888 North Main Street, Santa Ana, CA, 92701** 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 **888 North Main Street**, Assessor Parcel Number, **005-185-30**, 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: 888 TOWER APARTMENTS, LLC, a Delaware limited liability company  
888 North Main Street  
Santa Ana, CA 92701

**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: \_\_\_\_\_  
888 TOWER APARTMENTS, LLC,  
a Delaware limited liability company

**APPROVED AS TO FORM:**

SONIA CARVALHO  
City Attorney

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

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency



**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the City of Santa Ana, County of Orange, State of California, and is described as follows:

THAT PORTION OF THE LAND ALLOTTED TO JACOB ROSS, IN DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, RECORDED IN BOOK "B" OF JUDGMENTS OF THE 17TH JUDICIAL DISTRICT COURT OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK "E" OF SPURGEONS ADDITION TO SANTA ANA, AS PER MAP RECORDED IN BOOK 1 PAGE 56 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE WEST 250.00 FEET ALONG THE NORTH LINE OF SAID BLOCK, AND PROLONGATIONS THEREOF, TO THE EAST LINE OF SYCAMORE STREET, AS PER MAP RECORDED IN BOOK 1 PAGE 65 OF SAID MISCELLANEOUS MAPS; THENCE NORTH ALONG SAID EAST LINE TO THE LINE DESCRIBED IN BOUNDARY LINE AGREEMENT BETWEEN WAYLAND WOOD AND MARTHA M. MEDLOCK, AND OTHERS, RECORDED APRIL 11, 1936 IN BOOK 819, PAGE 197, OFFICIAL RECORDS OF SAID ORANGE COUNTY; THENCE EASTERLY ALONG SAID AGREEMENT LINE TO THE WEST LINE OF MAIN STREET, AS SHOWN ON SAID MAPS; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT THE STRIP OF LAND LYING SOUTH OF THE DIVIDING LINE ESTABLISHED IN THE AGREEMENT BETWEEN LYDIA C. SMART AND THE FIRST NATIONAL BANK OF SANTA ANA, RECORDED DECEMBER 14, 1931 IN BOOK 522 PAGE 341, OF SAID OFFICIAL RECORDS, SAID STRIP TO TERMINATE WESTERLY ON A LINE PARALLEL WITH AND EASTERLY 125.00 FEET FROM SAID EAST LINE OF SYCAMORE STREET.

**Assessor's Parcel Number: 005-185-30**

# EXECUTIVE SUMMARY

**Security Bank Building**  
**888 North Main Street**  
**Santa Ana, CA 92701**

NAME	Security Bank Building			REF. NO.
ADDRESS	888 North Main Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1964-1965		LOCAL REGISTER CATEGORY: Landmark	
HISTORIC DISTRICT	None		NEIGHBORHOOD	North Main Commercial Corridor
CALIFORNIA REGISTER CRITERIA FOR EVALUATION		A/1 & C/3	CALIFORNIA REGISTER STATUS CODE	3S

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

## **ARCHITECTURAL STYLE:** New Formalism

New Formalism began in the 1960s as a rejection of the strict Modernism that had stripped buildings of all ornamentation. New Formalism employed highly stylized forms based on Classical precedents in terms of building proportion and scale, and featured strict symmetry and the suggestion of columns and entablatures. Flat-roofed, frequently with a heavy, overhanging roof slab, New Formalist buildings featured smooth exteriors of concrete, stone, or marble. The usually single volume buildings were either rectangular or circular and often set on podiums. The use of a colonnade as a compositional device, the introduction of arches (often elliptical), and the use of ornamental screens of concrete, metal, and stone also characterize New Formalist buildings. At the same time, buildings designed in a New Formalist style made use of new technologies that allowed for a more plastic and fluid use of concrete. The style was popularized nationally by architects Minoru Yamasaki and Edward Durrell Stone, as well as by Southern California architects including Welton Becket and Associates and Pereira and Associates.

## **SUMMARY/CONCLUSION:**

The Security Bank Building qualifies for listing on the Santa Ana Register of Historical Properties under Criterion 4 for its embodiment of the post-World War II evolution of Santa Ana as the financial headquarters of Orange County and its historical association with a historical southern California financial institution, Security Bank. It also qualifies for listing on the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the New Formalism style of architecture and under Criterion 2 as the work in Santa Ana of a notable architect, Welton Becket and Associates, whose work influenced architectural development. Additionally, the property has been categorized as "Landmark" because "it has an historical/cultural significance to the city" for its role in the historical development of Santa Ana as a financial center and its association with Security Bank, and because "it has a unique architectural significance" as an example of the New Formalism style of architecture designed by master architect Welton Becket and Associates.



**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.)

**3S:** Eligible for the National Register.

- 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.



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 6 Resource name(s) or number (assigned by recorder) *Security Bank Building*

**P1. Other Identifier:**

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

\*c. Address *888 North Main Street*

\*e. Other Locational Data: Assessor's Parcel Number *005-185-30*

\*a. County *Orange County*

Date: *August 28, 2017*

City *Santa Ana*

Zip *92701*

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

*The Security Bank building occupies several lots on the west side of North Main Street, between Civic Center Drive and 10<sup>th</sup> Street. The property extends west to Sycamore Street, where a surface parking lot is located. Designed in the New Formalism style, the ten-story building consists of an eight-story tower set upon an arcaded, two-story podium. The tower is flat-roofed with a broad fascia; a mechanical penthouse is set back from the roof edges and not visible from nearby streets. Of concrete construction, the exterior walls of the tower are characterized by bays of windows, deeply set within slightly segmental-arched openings, resulting in a honeycomb appearance. Each bay contains a pair of dark-tinted, anodized aluminum-framed windows, separated by a molded concrete mullion. Piers, distinguished from the mullions by their broader width, define ten bays on the east (façade) and west (rear) elevations and nine bays on the north and south (side) elevations. A single groove also marks each pier while similar grooves subtly define each story. The corners of the tower are fenestrated rather than defined by piers. Each elevation is symmetrical and nearly identical in appearance.*

(See Continuation Sheet 3 of 6.)

\*P3b. Resource Attributes: (list attributes and codes) *HP7. 3+ story commercial building*

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

**P5a. Photo**



**P5b. Photo:** (view and date)

*View southwest (east and north elevations)*

*August 23, 2017*

**\*P6. Date Constructed/Age and**

**Sources:** ☒ historic

*1964-1966/City of Santa Ana Building Permits*

**\*P7. Owner and Address:**

*Eastcom Corp  
888 North Main Street  
Santa Ana, CA 92701*

**\*P8. Recorded by:**

*Leslie Heumann/Chattel Inc., for the  
City of Santa Ana  
20 Civic Center Plaza M-20  
Santa Ana, CA 92702*

**\*P9. Date Recorded:**

*August 28, 2017*

**\*P10. Survey Type:**

*Intensive Survey Update*

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

*Kaplan Chen Kaplan. Statement of Significance and Description of the Security Bank Building, 888 North Main Street.  
No date (circa 2017).*

\*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 6

\*NRHP Status Code 3S

\*Resource Name or #: *Security Bank Building*

**B1. Historic Name:** *Security Bank Building*

**B2. Common Name:** *Same*

**B3. Original Use:** *Multi-story Commercial*

**B4. Present Use:** *Vacant*

\***B5. Architectural Style:** *New Formalism*

\***B6. Construction History:** (Construction date, alterations, and date of alterations): *Constructed 1964-1966*

*October 14, 1964. #7744. [Building]. Carter Co., owner and contractor. \$2,700,00.*

*August 12, 1964. #7295. Foundation only for office building. Carter Co. \$100,000.*

*August 17, 1964. #7333. Shoring for basement. Carter Co. \$68,000.*

*March 16, 1965. #926. Plastering.*

*May 12, 1965. #9635. 2<sup>nd</sup> floor partitions. Carter Co. \$4,000.*

(See Continuation Sheet 3 of 6.)

\***B7. Moved?** ☒ No ☐ Yes ☐ Unknown

**Date:** \_\_\_\_\_ **Original Location:** \_\_\_\_\_

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

**B9a. Architect:** *Welton Becket and Associates*

**b. Builder:** *Carter Company*

\***B10. Significance: Theme** *Commercial Development and Commercial Architecture* **Area** *Santa Ana*

**Period of Significance:** *1964-1966* **Property Type:** *Multi-story Commercial* **Applicable Criteria:** *A/1 and C/3*

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

*The Security Bank Building is historically significant for its association with post-World War II development of downtown Santa Ana as the financial headquarters of Orange County and for representing the history of Security Bank, a southern California financial institution for over 100 years. It is also architecturally significant for its New Formalist design by master architect Welton Becket and Associates. In October 1964, the Carter Company applied for a building permit to construct a ten-story bank and office building on Main Street with an estimated value of \$2,700,000. The Carter Company, based in Los Angeles and incorporated in 1956, initially functioned solely as a builder of office and industrial buildings, adding ownership and development to their portfolio in the 1960s. Other projects of the company included 3075 Wilshire Boulevard and the Wilshire Court Financial Center, both high-rise buildings in Los Angeles. Building permits for the Main Street property suggest that the shell of the building was completed first, and then as interior spaces were leased, interior partitions were added. The building was described by the Los Angeles Times as adding a "10-story sculptured profile to [the] Santa Ana skyline ("Sculptured Look," Los Angeles Times, April 3, 1966, page I20). When the building opened in November 1966, the value of the property was reportedly \$5,000,000. From 1967 through 1996, the building housed professional tenants, including attorneys, insurance agents, investigators, and accountants, as well as the bank. Orange County leased the entire building in 1996 from then owner Eastcom of Newport Beach for a variety of public services. Although numerous interior renovations*

(See Continuation Sheet 3 of 6.)

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

\***B12. References:**

*City of Santa Ana Building Permits*

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

*Sanborn Maps*

(See Continuation Sheet 4 of 6.)

**B13. Remarks:**

\***B14. Evaluator:** *Leslie Heumann*

\***Date of Evaluation:** *August 28, 2017*

(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 6

\*Recorded by Leslie Heumann

Resource Name: Security Bank Building

\*Date August 28, 2017

☒ Continuation ☐ Update

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

*The ground level podium is divided into three parts: one-story, flat-roofed wings that extend beyond the tower on the north and south and the set-back, central base of the tower. The roofs of the side wings extend beyond the building to form a canopy over the sidewalk. A continuous arcade of segmental arches carried on broad piers spans the central section. Pebble-dash surfaces characterize the arcade, while the first floor of the building, including the side wings, consists almost entirely of window walls framed by anodized aluminum. Currently (2017), some of these windows are missing. The shallow courtyard created by the central setback is paved with large squares of cement or terra cotta tiles; some of these appear to have been replaced. Two young palm trees are planted within the courtyard and are the sole landscaping of the property. Other than the current construction, the property appears to be in relatively good condition and retains a high degree of integrity.*

**\*B6. Construction History (continued):**

August 19, 1965. #10472. Metal face sign for Pacific Southwest Realty. \$9,000  
August 27, 1965. #10562. 1 wall sign and 2 post signs for E. F. Hutton. \$1,500.  
September 1, 1965. #10582. Interior partitions and entrance door. Carter Co. \$5,000.  
October 20, 1965. 2 wall signs. \$2,400.  
November 25, 1965. #11250. Interior partitions, 3<sup>rd</sup> floor. Carter Co. \$2,000.  
December 8, 1965. #11332. Interior partitions, 9<sup>th</sup> floor. Carter Co. \$2,000.  
December 9, 2017. #11338. Interior partitions, 9<sup>th</sup> floor. Carter Co. \$1,400.  
January 12, 1966. #11529. Interior partitions, 3<sup>rd</sup> and 4<sup>th</sup> floors. Carter Co. for Telephone and Telegraph Co. \$20,000.  
January 14, 1966. #11546. Fire Sprinkler system for Security Bank. \$20,000.  
January 25, 1966. #11657. Interior alterations on 5<sup>th</sup> and half of 6<sup>th</sup> floor. Carter Co. \$5,000.  
February 15, 1966. #11762. Interior partitions, 8<sup>th</sup> floor. Carter Co. \$1,000.  
May 24, 1966. #12667. May 24, 1966. Interior partitions, basement. Carter Co. \$15,000.  
May 24, 1966. #12668. May 24, 1966. Interior partitions, 10<sup>th</sup> floor. Carter Co. \$2,000.  
May 25, 1966. #12684. Electric pole sign. Carter Co. \$2,000.  
June 21, 1966. #12878. Interior partitions. Carter Co. \$1,000.  
July 22, 1966. #13090. Interior partitions, 6<sup>th</sup> floor. Carter Co. \$2,000.  
September 19, 1966. #13479. Interior partitions. 9<sup>th</sup> floor. Carter Co. \$5,000.  
October 10, 1966. #13611. Interior partitions, 8<sup>th</sup> floor. Carter Co. \$3,000.  
October 20, 1966. #13667. Interior partitions, 1<sup>st</sup> floor. Carter Co. \$15,000.  
October 28, 1966. #13710. Interior partitions, 10<sup>th</sup> floor. Carter Co. \$1,000.  
November 18, 1966. #13822. Wall signs for Transamerica Title. \$1,800.

*The building opened in November 1966. It had already been reported 70 percent occupied in July 1966. Nonetheless, work on interior partitions continued as various tenants moved into the building or required remodeling. Between January 1967 and August 1988, 22 building permits were issued for interior partitions. Between 1970 and 1993, another 38 permits were issued for various interior remodel and tenant improvements. The building permit files do not contain records for the period between 1994 and 2003. The building was partially re-roofed in 2003. There are currently several building permit applications pending for adaptive reuse.*

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

*were made over the years to accommodate a variety of tenants, the exterior of the building, with the exception of the removal of signage (and the current removal of ground floor windows), has remained remarkably unaltered, as photographs from 1966 and 2008 attest.*

*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. Early growth was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. Also in 1886, Santa Ana incorporated as a city, and in 1889, the city was selected as the seat of the newly created County of Orange. The city grew outwards from the core, with residential neighborhoods developing around the city center and agricultural uses predominating in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Security Bank Building is in the North Main Commercial Corridor, located between the French Park and Willard neighborhoods in the northwest quadrant of the city. The corridor area is bounded Interstate 5 on the north, the eastern property lines of Main Street on the east, Civic Center Drive on the south, and Broadway on the west. By the end of the*



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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 4 of 6

\*Recorded by Leslie Heumann

☒ Continuation ☐ Update

Resource Name: Security Bank Building

\*Date August 28, 2017

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

1880s, Santa Ana's downtown business district was defined by five city blocks of brick commercial buildings on Fourth Street. By 1906, commercial development had begun to spring up on surrounding and intersecting streets. The 1906 Sanborn maps of North Main Street show a handful of commercial buildings south of 10<sup>th</sup> Street, mostly in proximity to the Fourth Street corridor, plus a few churches and the high school, but the remainder of the buildings on the street at that time were single-family residences. During the 1920s new construction along north/south arterials such as Main Street and Broadway extended the footprint of downtown even further. The 1949 Sanborn maps illustrate a street well on its way to transforming from primarily residential to mostly commercial uses. While some formerly residential properties were reused as offices, clinics, and retail establishments, other commercial properties were built for the purpose. The west side of Main Street, between Church (Civic Center) and 10<sup>th</sup> Street was home to one-story buildings housing used car sales, a gas station and auto repair shop, and furniture shop.

The post-World War II years witnessed tremendous growth and prosperity in most southern California communities including Santa Ana, obliterating the remaining agricultural properties and cementing Main Street's new identity as a commercial thoroughfare. A late 1960s Santa Ana Chamber of Commerce annual report rhapsodized: "the striking new structures looming up out of the Civic Center and the handsome high-rises adding luster to the business districts are graphic testimony to Santa Ana's growing importance as the professional and financial center of Orange County." The Chamber of Commerce added, "modern high-rise buildings mushrooming on North Main Street and in other businesses point to Santa Ana's increasingly important position as a regional headquarters for major banking and insurance firms. Among the banks basing regional offices here are Bank of America, Bank of California, First Western, Security Pacific National, southern California First National, United California and Crocker Citizens." The report concludes that "Santa Ana's prominence as the financial center of Orange County and its housing of all the major county government and judicial offices are further positive reasons for its emergence as a 'headquarters city'" (Circa 1967 Chamber of Commerce Annual Report quoted in Kaplan Chen Kaplan, page 2).

The Security Bank Building in Santa Ana was constructed as the Orange County headquarters for the Security Bank. Security Bank was founded in 1889 by Joseph Sartori as the Security Savings Bank and Trust Company in Los Angeles. Its early growth was fueled by acquisitions of its competitors, six before World War I. By 1927, the bank began offering a new product, installment mortgage loans. With the 1929 merger with First National Bank, an immense new financial institution was born, Security First National Bank, with 157 branch offices and \$600 million in assets. Another competitor, the historic Farmers and Merchants Bank of Los Angeles, was acquired in 1956. The name of the bank had been shortened to Security Bank by 1966. Another merger, with the San Francisco bank Pacific National in 1968, resulted in a new name, Security Pacific National Bank. By 1989 the bank was the fifth largest in the United States. This era of growth was reversed in the following years as the bank dealt with setbacks by scaling back operations. In 1991-1992 Security Pacific merged with Bank of America and ceased to exist as an independent entity after 103 years of operation.

Architect Welton Becket and Associates, one of the most important architectural firms to emerge from southern California during the twentieth century, designed the Orange County Security Bank headquarters in Santa Ana. According to a recent historical report about the building (Kaplan Chen Kaplan, page 4):

*Architect Welton Becket and his firm, Welton Becket and Associates, is credited with transforming the cityscape of postwar Southern California with their modern commercial and institutional designs. The Getty Institute describes Becket as "an acclaimed architect whose iconic designs defined the built environment of Los Angeles in the midtwentieth century."*

*As early as the 1930s, Becket embraced the philosophy of "total design," where the architect is responsible for all aspects of design including site planning, engineering, interior spaces and finishes, as well as landscaping.*

*Becket graduated from the University of Washington with a Bachelor of Architecture degree in 1927. The next year he studied in France at the Ecole des Beaux-Arts. His early positions included Chief designer for C. Waldo Powers (1929-1932); and partnerships including Plummer, Wurdeman & Becket, (1933-1938) and Wurdeman & Becket (1938-1949) located in Los Angeles. [Wurdeman and Becket were the designers of the Buffums Department Store, built across the street from the Security Bank site at 909 North Main Street in 1949-1950.]*

*Becket's prolific partnership with Walter Wurdeman ended due to Wurdeman's untimely death in 1949. In 1949 Becket established Welton Becket and Associates and grew the firm by designing for corporate and institutional clients. The firm was solely owned by Becket and*



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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 5 of 6

\*Recorded by Leslie Heumann

☒ Continuation ☐ Update

Resource Name: Security Bank Building

\*Date August 28, 2017

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

*became an example of the newly emerging corporate architectural firm. Before his death in 1969, Becket's firm was one of the largest in the country with around 500 employees. Becket met with all clients, checked all designs and plans and visited job sites. Becket attracted and retained skilled designers who he lead [sic] with his vision of architecture working along the continuum of Modern styles from Streamline Moderne, Later Moderne, and International Style.*

*By the 1960s Welton Becket and Associates was the nation's largest architectural office. Becket and his firm are responsible for dozens of Southern California's significant Modern structures of the postwar era, including the Capitol Records Tower (1956); the Cinerama Dome, the world's first concrete geodesic dome (1964); and the Los Angeles Music Center (1964-1969), Beverly Hilton Hotel (1953-55); Security Pacific National Bank, Westwood (1967); UCLA, various campus buildings (1959-1968); master plan for Century City.*

*In 1952 Becket was elected a Fellow of the American Institute of Architects. Becket and his firm received dozens of local, national and international awards for design and implementation of their designs.*

*The Security Bank Building is an example of one of the Modern architecture substyles that emerged in response to the perceived sterility and ahistoricism of the International Style. New Formalism began in the 1960s and employed proportions, massing, articulation, and detailing derived from Classicism, including symmetry and the suggestion of columns and entablatures. Flat-roofed, frequently with a heavy, overhanging roof slab, New Formalist buildings featured smooth exteriors of concrete, stone, or marble. The usually single volume buildings were either rectangular or circular and often set on podiums. The use of a colonnade as a compositional device, the introduction of arches (often elliptical), and the use of ornamental screens of concrete, metal, and stone also characterize New Formalist buildings. At the same time, buildings designed in a New Formalist style made use of new technologies that allowed for a more plastic and fluid use of concrete. The style was popularized nationally by architects Minoru Yamasaki and Edward Durrell Stone, as well as by Southern California architects including Welton Becket and Associates and Pereira and Associates.*

*The Security Bank Building qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4 for its embodiment of the post-World War II evolution of Santa Ana as the financial headquarters of Orange County and its historical association with a historical Southern California financial institution, Security Bank. It also qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the New Formalism style of architecture and under Criterion 2 as the work in Santa Ana of a notable architect, Welton Becket and Associates, whose work influenced architectural development. Additionally, the property has been categorized as "Landmark" because "it has an historical/cultural significance to the city" for its role in the historical development of Santa Ana as a financial center and its association with Security Bank and because "it has a unique architectural significance" as an example of the New Formalism style of architecture designed by master architect Welton Becket and Associates. Character defining features of the Security Bank Building include: its massing, with a nearly square, tower set atop a podium with side wings; symmetrical composition; two and ten-story height; flat roofs, edged by broad fasciae; roof overhangs at the side pavilions; exterior materials and textures, including concrete skin of the tower, pebble dash finish of the arcade, anodized aluminum window, door and wall frames, and fluted surfaces along a portion of the first floor; organization and articulation of bays; ground floor arcade; and shallow front courtyard.*

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

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

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

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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

Page 6 of 6

\*Recorded by *Leslie Heumann*

**Resource Name:** *Security Bank Building*

\*Date *August 28, 2017*

☒ Continuation   ☐ Update

*Kaplan Chen Kaplan. Statement of Significance and Description of the Security Bank Building, 888 North Main Street. No date (circa 2017).*

*("Sculptured Look," Los Angeles Times, April 3, 1966, page I20*

*"Security Pacific: A History," Los Angeles Times, April 22, 1992.*

*Santa Ana Chamber of Commerce Annual Report 1967. Santa Ana Public Library, History Room Vertical Files.*

*"Welton Becket Architectural Drawings and Photographs, 1930-1969,"*

*[http://primo.getty.edu/primo\\_library/libweb/action/dlDisplay.do?vid=GRI&afterPDS=true&institution=01GRI&docId=GE TTY\\_ALMA21134581100001551](http://primo.getty.edu/primo_library/libweb/action/dlDisplay.do?vid=GRI&afterPDS=true&institution=01GRI&docId=GE TTY_ALMA21134581100001551).*



Exhibit C

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

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

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

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



# REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

**TITLE:**

**HISTORIC PROPERTY PRESERVATION AGREEMENT  
NO. 2020-17 (MILLS ACT) FOR THE PROPERTY  
LOCATED AT 888 NORTH MAIN STREET**

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

- ☐ As Recommended  
☐ As Amended  
☐ Set Public Hearing For \_\_\_\_\_

CONTINUED TO \_\_\_\_\_

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

## **RECOMMENDED ACTION**

Recommend that the City Council authorize the City Manager and Clerk of the Council to execute a Historic Property Preservation Agreement (Mills Act) with 888 TOWER APARTMENTS, LLC, for the property located at 888 North Main Street, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 1).

## **Request of Applicant**

888 TOWER APARTMENTS, LLC, a Delaware limited liability company, is requesting approval to execute a Mills Act Agreement with the City of Santa Ana at an existing commercial building located at 888 North Main Street that is currently listed on the Santa Ana Register of Historical Properties.

## **Project Location and Site Description**

The subject property, known as the Security Bank Building, consists of an existing ten-story New Formalism style building that is approximately 114,365 square feet in size on a 60,468-square-foot commercial lot (Exhibit 2). The commercial building was added to the Santa Ana Register of Historical Properties in 2017 and categorized as "Landmark."

## **Analysis of the Issues**

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



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

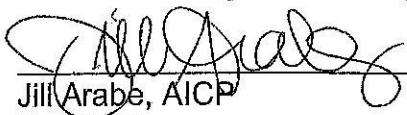
- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

In 2017, the Historic Resources Commission placed the Security Bank Building on the historical register and within the Landmark category. Character-defining features of the Security Bank Building determined architecturally significant included: its massing, with a nearly square, tower set atop a podium with side wings; symmetrical composition; two and ten-story height; flat roofs, edged by broad fasciae; roof overhangs at the side pavilions; exterior materials and textures, including concrete skin of the tower, pebble dash finish of the arcade, anodized aluminum window, door and wall frames, and fluted surfaces along a portion of the first floor; organization and articulation of bays; ground floor arcade; and shallow front courtyard. The Security Bank Building qualified for listing under Criterion 4 of Sec. 30-2, of the Santa Ana Municipal Code (SAMC), in that it embodied the post-World War II evolution of Santa Ana as the financial headquarters of Orange County and association with Security Bank, a historical Southern California financial institution. Additionally, the building was categorized as Landmark for its "unique architectural significance" as an example of the New Formalism style of architecture designed by master architect Welton Becket and Associates.

The property has no identified unauthorized modifications. It is currently undergoing renovations for the adaptive reuse of the building for multifamily residential. Construction is anticipated to be completed before the end of the year. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

### **CEQA Compliance**

In accordance with the California Environmental Quality Act, the recommended action is exempt from further review under Section 15331, Class 31, as this action is designed to preserve a historic resource. Categorical Exemption No. ER-2020-76 will be filed for this project.

  
Jill Arabe, AICP  
Senior Planner

JA:sb

S:\Historic Resources Commission\2020\10-29-20\888 N. Main Street - Security Bank Building\Staff Report - 888 N Main Street.docx

Exhibits      1 - Mills Act Agreement  
                  2 - 500' Radius Map  
                  3 - Site Photos – 888 North Main Street

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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### 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 **888 TOWER APARTMENTS, LLC, a Delaware limited liability company**, (hereinafter collectively referred to as "Owner"), owners of real property located at **888 North Main 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 **888 North Main Street, Santa Ana, CA, 92701** 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 **888 North Main Street**, Assessor Parcel Number, **005-185-30**, 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: 888 TOWER APARTMENTS, LLC, a Delaware limited liability company  
888 North Main Street  
Santa Ana, CA 92701

**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**

***MILLS ACT AGREEMENT***  
***888 North Main Street***  
***Santa Ana, CA 92701***

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
888 TOWER APARTMENTS, LLC,  
a Delaware limited liability company

**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:

THAT PORTION OF THE LAND ALLOTTED TO JACOB ROSS, IN DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, RECORDED IN BOOK "B" OF JUDGMENTS OF THE 17TH JUDICIAL DISTRICT COURT OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF BLOCK "E" OF SPURGEONS ADDITION TO SANTA ANA, AS PER MAP RECORDED IN BOOK 1 PAGE 56 OF MISCELLANEOUS RECORD MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE WEST 250.00 FEET ALONG THE NORTH LINE OF SAID BLOCK, AND PROLONGATIONS THEREOF, TO THE EAST LINE OF SYCAMORE STREET, AS PER MAP RECORDED IN BOOK 1 PAGE 65 OF SAID MISCELLANEOUS MAPS; THENCE NORTH ALONG SAID EAST LINE TO THE LINE DESCRIBED IN BOUNDARY LINE AGREEMENT BETWEEN WAYLAND WOOD AND MARTHA M. MEDLOCK, AND OTHERS, RECORDED APRIL 11, 1936 IN BOOK 819, PAGE 197, OFFICIAL RECORDS OF SAID ORANGE COUNTY; THENCE EASTERLY ALONG SAID AGREEMENT LINE TO THE WEST LINE OF MAIN STREET, AS SHOWN ON SAID MAPS; THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT THE STRIP OF LAND LYING SOUTH OF THE DIVIDING LINE ESTABLISHED IN THE AGREEMENT BETWEEN LYDIA C. SMART AND THE FIRST NATIONAL BANK OF SANTA ANA, RECORDED DECEMBER 14, 1931 IN BOOK 522 PAGE 341, OF SAID OFFICIAL RECORDS, SAID STRIP TO TERMINATE WESTERLY ON A LINE PARALLEL WITH AND EASTERLY 125.00 FEET FROM SAID EAST LINE OF SYCAMORE STREET.

**Assessor's Parcel Number: 005-185-30**



## EXECUTIVE SUMMARY

**Security Bank Building**  
**888 North Main Street**  
**Santa Ana, CA 92701**

NAME	Security Bank Building			REF. NO.
ADDRESS	888 North Main Street			
CITY	Santa Ana	ZIP	92701	ORANGE COUNTY
YEAR BUILT	1964-1965		LOCAL REGISTER CATEGORY: Landmark	
HISTORIC DISTRICT	None		NEIGHBORHOOD	North Main Commercial Corridor
CALIFORNIA REGISTER CRITERIA FOR EVALUATION		A/1 & C/3	CALIFORNIA REGISTER STATUS CODE	3S

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

### **ARCHITECTURAL STYLE:** New Formalism

New Formalism began in the 1960s as a rejection of the strict Modernism that had stripped buildings of all ornamentation. New Formalism employed highly stylized forms based on Classical precedents in terms of building proportion and scale, and featured strict symmetry and the suggestion of columns and entablatures. Flat-roofed, frequently with a heavy, overhanging roof slab, New Formalist buildings featured smooth exteriors of concrete, stone, or marble. The usually single volume buildings were either rectangular or circular and often set on podiums. The use of a colonnade as a compositional device, the introduction of arches (often elliptical), and the use of ornamental screens of concrete, metal, and stone also characterize New Formalist buildings. At the same time, buildings designed in a New Formalist style made use of new technologies that allowed for a more plastic and fluid use of concrete. The style was popularized nationally by architects Minoru Yamasaki and Edward Durrell Stone, as well as by Southern California architects including Welton Becket and Associates and Pereira and Associates.

### **SUMMARY/CONCLUSION:**

The Security Bank Building qualifies for listing on the Santa Ana Register of Historical Properties under Criterion 4 for its embodiment of the post-World War II evolution of Santa Ana as the financial headquarters of Orange County and its historical association with a historical southern California financial institution, Security Bank. It also qualifies for listing on the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the New Formalism style of architecture and under Criterion 2 as the work in Santa Ana of a notable architect, Welton Becket and Associates, whose work influenced architectural development. Additionally, the property has been categorized as "Landmark" because "it has an historical/cultural significance to the city" for its role in the historical development of Santa Ana as a financial center and its association with Security Bank, and because "it has a unique architectural significance" as an example of the New Formalism style of architecture designed by master architect Welton Becket and Associates.

**EXHIBIT B**

**25C-471**

#### **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.)

**3S:** Eligible for the National Register.

- 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.

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 6 Resource name(s) or number (assigned by recorder) *Security Bank Building*

**P1. Other Identifier:**

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

\*b. USGS 7.5' Quad TCA 1725

\*c. Address 888 North Main Street

\*e. Other Locational Data: Assessor's Parcel Number 005-185-30

\*a. County Orange County

Date: August 28, 2017

City Santa Ana

Zip 92701

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

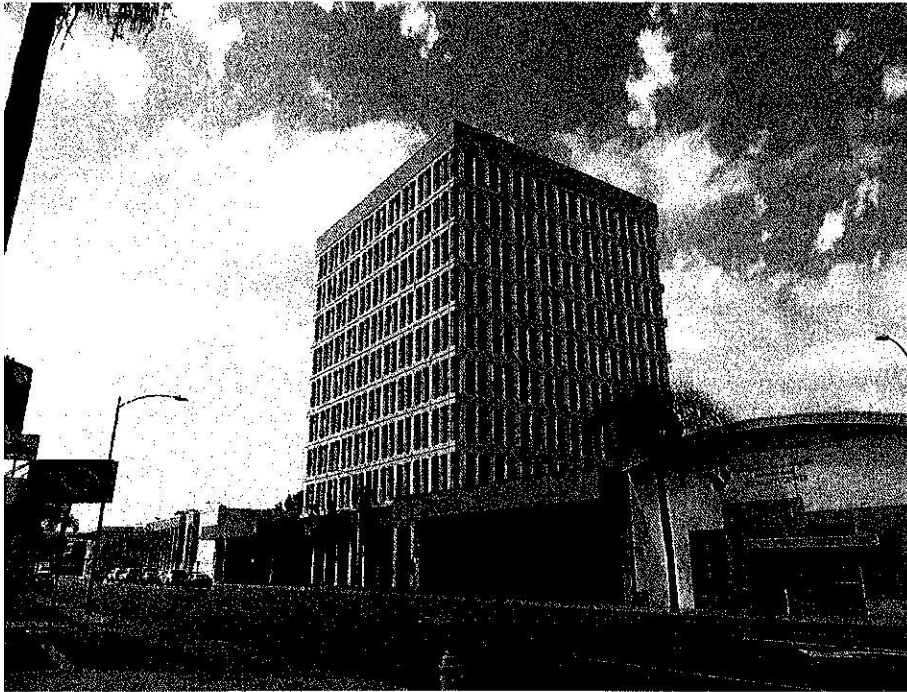
*The Security Bank building occupies several lots on the west side of North Main Street, between Civic Center Drive and 10<sup>th</sup> Street. The property extends west to Sycamore Street, where a surface parking lot is located. Designed in the New Formalism style, the ten-story building consists of an eight-story tower set upon an arcaded, two-story podium. The tower is flat-roofed with a broad fascia; a mechanical penthouse is set back from the roof edges and not visible from nearby streets. Of concrete construction, the exterior walls of the tower are characterized by bays of windows, deeply set within slightly segmental-arched openings, resulting in a honeycomb appearance. Each bay contains a pair of dark-tinted, anodized aluminum-framed windows, separated by a molded concrete mullion. Piers, distinguished from the mullions by their broader width, define ten bays on the east (façade) and west (rear) elevations and nine bays on the north and south (side) elevations. A single groove also marks each pier while similar grooves subtly define each story. The corners of the tower are fenestrated rather than defined by piers. Each elevation is symmetrical and nearly identical in appearance.*

(See Continuation Sheet 3 of 6.)

\*P3b. Resource Attributes: (list attributes and codes) HP7. 3+ story commercial building

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

P5a. Photo



P5b. Photo: (view and date)

View southwest (east and north elevations)  
August 23, 2017

\*P6. Date Constructed/Age and Sources: ☒ historic  
1964-1966/City of Santa Ana Building Permits

\*P7. Owner and Address:  
Eastcom Corp  
888 North Main Street  
Santa Ana, CA 92701

\*P8. Recorded by:  
Leslie Heumann/Chattel Inc., for the  
City of Santa Ana  
20 Civic Center Plaza M-20  
Santa Ana, CA 92702

\*P9. Date Recorded:  
August 28, 2017

\*P10. Survey Type:  
Intensive Survey Update

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

Kaplan Chen Kaplan. *Statement of Significance and Description of the Security Bank Building, 888 North Main Street.*  
No date (circa 2017).

\*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 6

\*NRHP Status Code 3S

\*Resource Name or #: *Security Bank Building*

- B1. Historic Name: *Security Bank Building*  
B2. Common Name: *Same*  
B3. Original Use: *Multi-story Commercial* B4. Present Use: *Vacant*  
\*B5. Architectural Style: *New Formalism*  
\*B6. Construction History: (Construction date, alterations, and date of alterations): Constructed 1964-1966  
October 14, 1964, #7744. [Building]. Carter Co., owner and contractor. \$2,700,00.  
August 12, 1964. #7295. Foundation only for office building. Carter Co. \$100,000.  
August 17, 1964. #7333. Shoring for basement. Carter Co. \$68,000.  
March 16, 1965. #926. Plastering.  
May 12, 1965. #9635. 2<sup>nd</sup> floor partitions. Carter Co. \$4,000.

(See Continuation Sheet 3 of 6.)

- \*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_  
\*B8. Related Features: *None.*

B9a. Architect: *Welton Becket and Associates*

b. Builder: *Carter Company*

- \*B10. Significance: Theme *Commercial Development and Commercial Architecture* Area *Santa Ana*  
Period of Significance: *1964-1966* Property Type: *Multi-story Commercial* Applicable Criteria: *A/1 and C/3*  
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

The Security Bank Building is historically significant for its association with post-World War II development of downtown Santa Ana as the financial headquarters of Orange County and for representing the history of Security Bank, a southern California financial institution for over 100 years. It is also architecturally significant for its New Formalist design by master architect Welton Becket and Associates. In October 1964, the Carter Company applied for a building permit to construct a ten-story bank and office building on Main Street with an estimated value of \$2,700,000. The Carter Company, based in Los Angeles and incorporated in 1956, initially functioned solely as a builder of office and industrial buildings, adding ownership and development to their portfolio in the 1960s. Other projects of the company included 3075 Wilshire Boulevard and the Wilshire Court Financial Center, both high-rise buildings in Los Angeles. Building permits for the Main Street property suggest that the shell of the building was completed first, and then as interior spaces were leased, interior partitions were added. The building was described by the *Los Angeles Times* as adding a "10-story sculptured profile to [the] Santa Ana skyline ("Sculptured Look," *Los Angeles Times*, April 3, 1966, page 120). When the building opened in November 1966, the value of the property was reportedly \$5,000,000. From 1967 through 1996, the building housed professional tenants, including attorneys, insurance agents, investigators, and accountants, as well as the bank. Orange County leased the entire building in 1996 from then owner Eastcom of Newport Beach for a variety of public services. Although numerous interior renovations

(See Continuation Sheet 3 of 6.)

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

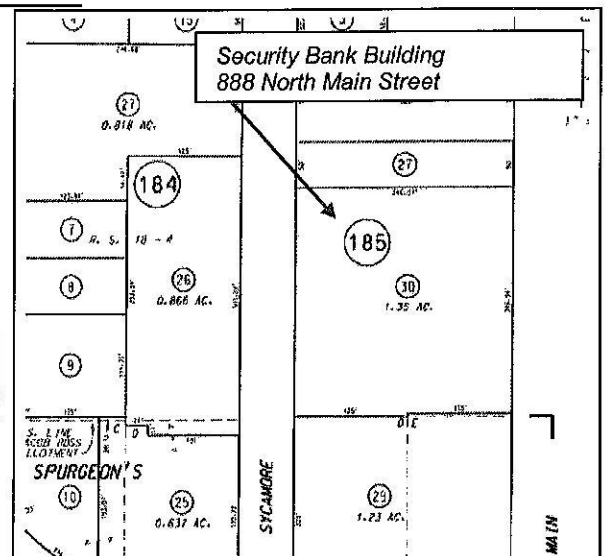
\*B12. References:

City of Santa Ana Building Permits  
Santa Ana History Room Collection, Santa Ana Public Library  
Sanborn Maps  
(See Continuation Sheet 4 of 6.)

B13. Remarks:

- \*B14. Evaluator: *Leslie Heumann*  
\*Date of Evaluation: *August 28, 2017*

(This space reserved for official comments.)



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

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

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\*Recorded by Leslie Heumann

☒ Continuation ☐ Update

Resource Name: Security Bank Building

\*Date August 28, 2017

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

*The ground level podium is divided into three parts: one-story, flat-roofed wings that extend beyond the tower on the north and south and the set-back, central base of the tower. The roofs of the side wings extend beyond the building to form a canopy over the sidewalk. A continuous arcade of segmental arches carried on broad piers spans the central section. Pebble-dash surfaces characterize the arcade, while the first floor of the building, including the side wings, consists almost entirely of window walls framed by anodized aluminum. Currently (2017), some of these windows are missing. The shallow courtyard created by the central setback is paved with large squares of cement or terra cotta tiles; some of these appear to have been replaced. Two young palm trees are planted within the courtyard and are the sole landscaping of the property. Other than the current construction, the property appears to be in relatively good condition and retains a high degree of integrity.*

**\*B6. Construction History (continued):**

August 19, 1965. #10472. Metal face sign for Pacific Southwest Realty. \$9,000  
August 27, 1965. #10562. 1 wall sign and 2 post signs for E. F. Hutton. \$1,500.  
September 1, 1965. #10582. Interior partitions and entrance door. Carter Co. \$5,000.  
October 20, 1965. 2 wall signs. \$2,400.  
November 25, 1965. #11250. Interior partitions, 3<sup>rd</sup> floor. Carter Co. \$2,000.  
December 8, 1965. #11332. Interior partitions, 9<sup>th</sup> floor. Carter Co. \$2,000.  
December 9, 1965. #11338. Interior partitions, 9<sup>th</sup> floor. Carter Co. \$1,400.  
January 12, 1966. #11529. Interior partitions, 3<sup>rd</sup> and 4<sup>th</sup> floors. Carter Co. for Telephone and Telegraph Co. \$20,000.  
January 14, 1966. #11546. Fire Sprinkler system for Security Bank. \$20,000.  
January 25, 1966. #11657. Interior alterations on 5<sup>th</sup> and half of 6<sup>th</sup> floor. Carter Co. \$5,000.  
February 15, 1966. #11762. Interior partitions, 8<sup>th</sup> floor. Carter Co. \$1,000.  
May 24, 1966. #12667. May 24, 1966. Interior partitions, basement. Carter Co. \$15,000.  
May 24, 1966. #12668. May 24, 1966. Interior partitions, 10<sup>th</sup> floor. Carter Co. \$2,000.  
May 25, 1966. #12684. Electric pole sign. Carter Co. \$2,000.  
June 21, 1966. #12878. Interior partitions. Carter Co. \$1,000.  
July 22, 1966. #13090. Interior partitions, 6<sup>th</sup> floor. Carter Co. \$2,000.  
September 19, 1966. #13479. Interior partitions. 9<sup>th</sup> floor. Carter Co. \$5,000.  
October 10, 1966. #13611. Interior partitions, 8<sup>th</sup> floor. Carter Co. \$3,000.  
October 20, 1966. #13667. Interior partitions, 1<sup>st</sup> floor. Carter Co. \$15,000.  
October 28, 1966. #13710. Interior partitions, 10<sup>th</sup> floor. Carter co. \$1,000.  
November 18, 1966. #13822. Wall signs for Transamerica Title. \$1,800.

*The building opened in November 1966. It had already been reported 70 percent occupied in July 1966. Nonetheless, work on interior partitions continued as various tenants moved into the building or required remodeling. Between January 1967 and August 1988, 22 building permits were issued for interior partitions. Between 1970 and 1993, another 38 permits were issued for various interior remodel and tenant improvements. The building permit files do not contain records for the period between 1994 and 2003. The building was partially re-roofed in 2003. There are currently several building permit applications pending for adaptive reuse.*

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

*were made over the years to accommodate a variety of tenants, the exterior of the building, with the exception of the removal of signage (and the current removal of ground floor windows), has remained remarkably unaltered, as photographs from 1966 and 2008 attest.*

*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. Early growth was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. Also in 1886, Santa Ana incorporated as a city, and in 1889, the city was selected as the seat of the newly created County of Orange. The city grew outwards from the core, with residential neighborhoods developing around the city center and agricultural uses predominating in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Security Bank Building is in the North Main Commercial Corridor, located between the French Park and Willard neighborhoods in the northwest quadrant of the city. The corridor area is bounded Interstate 5 on the north, the eastern property lines of Main Street on the east, Civic Center Drive on the south, and Broadway on the west. By the end of the*

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DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

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Trinomial \_\_\_\_\_

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Resource Name: *Security Bank Building*

\*Recorded by *Leslie Houmann*

\*Date *August 28, 2017*

☒ Continuation    ☐ Update

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

1880s, Santa Ana's downtown business district was defined by five city blocks of brick commercial buildings on Fourth Street. By 1906, commercial development had begun to spring up on surrounding and intersecting streets. The 1906 Sanborn maps of North Main Street show a handful of commercial buildings south of 10<sup>th</sup> Street, mostly in proximity to the Fourth Street corridor, plus a few churches and the high school, but the remainder of the buildings on the street at that time were single-family residences. During the 1920s new construction along north/south arterials such as Main Street and Broadway extended the footprint of downtown even further. The 1949 Sanborn maps illustrate a street well on its way to transforming from primarily residential to mostly commercial uses. While some formerly residential properties were reused as offices, clinics, and retail establishments, other commercial properties were built for the purpose. The west side of Main Street, between Church (Civic Center) and 10<sup>th</sup> Street was home to one-story buildings housing used car sales, a gas station and auto repair shop, and furniture shop.

The post-World War II years witnessed tremendous growth and prosperity in most southern California communities including Santa Ana, obliterating the remaining agricultural properties and cementing Main Street's new identity as a commercial thoroughfare. A late 1960s Santa Ana Chamber of Commerce annual report rhapsodized: "the striking new structures looming up out of the Civic Center and the handsome high-rises adding luster to the business districts are graphic testimony to Santa Ana's growing importance as the professional and financial center of Orange County." The Chamber of Commerce added, "modern high-rise buildings mushrooming on North Main Street and in other businesses point to Santa Ana's increasingly important position as a regional headquarters for major banking and insurance firms. Among the banks basing regional offices here are Bank of America, Bank of California, First Western, Security Pacific National, southern California First National, United California and Crocker Citizens." The report concludes that "Santa Ana's prominence as the financial center of Orange County and its housing of all the major county government and judicial offices are further positive reasons for its emergence as a 'headquarters city'" (Circa 1967 Chamber of Commerce Annual Report quoted in Kaplan Chen Kaplan, page 2).

The Security Bank Building in Santa Ana was constructed as the Orange County headquarters for the Security Bank. Security Bank was founded in 1889 by Joseph Sartori as the Security Savings Bank and Trust Company in Los Angeles. Its early growth was fueled by acquisitions of its competitors, six before World War I. By 1927, the bank began offering a new product, installment mortgage loans. With the 1929 merger with First National Bank, an immense new financial institution was born, Security First National Bank, with 157 branch offices and \$600 million in assets. Another competitor, the historic Farmers and Merchants Bank of Los Angeles, was acquired in 1956. The name of the bank had been shortened to Security Bank by 1966. Another merger, with the San Francisco bank Pacific National in 1968, resulted in a new name, Security Pacific National Bank. By 1989 the bank was the fifth largest in the United States. This era of growth was reversed in the following years as the bank dealt with setbacks by scaling back operations. In 1991-1992 Security Pacific merged with Bank of America and ceased to exist as an independent entity after 103 years of operation.

Architect Welton Becket and Associates, one of the most important architectural firms to emerge from southern California during the twentieth century, designed the Orange County Security Bank headquarters in Santa Ana. According to a recent historical report about the building (Kaplan Chen Kaplan, page 4):

Architect Welton Becket and his firm, Welton Becket and Associates, is credited with transforming the cityscape of postwar Southern California with their modern commercial and institutional designs. The Getty Institute describes Becket as "an acclaimed architect whose iconic designs defined the built environment of Los Angeles in the midtwentieth century."

As early as the 1930s, Becket embraced the philosophy of "total design," where the architect is responsible for all aspects of design including site planning, engineering, interior spaces and finishes, as well as landscaping.

Becket graduated from the University of Washington with a Bachelor of Architecture degree in 1927. The next year he studied in France at the Ecole des Beaux-Arts. His early positions included Chief designer for C. Waldo Powers (1929-1932); and partnerships including Plummer, Wurdeman & Becket, (1933-1938) and Wurdeman & Becket (1938-1949) located in Los Angeles. [Wurdeman and Becket were the designers of the Buffums Department Store, built across the street from the Security Bank site at 909 North Main Street in 1949-1950.]

Becket's prolific partnership with Walter Wurdeman ended due to Wurdeman's untimely death in 1949. In 1949 Becket established Welton Becket and Associates and grew the firm by designing for corporate and institutional clients. The firm was solely owned by Becket and



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DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

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\*Recorded by Leslie Heumann

☒ Continuation ☐ Update

Resource Name: Security Bank Building

\*Date August 28, 2017

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

became an example of the newly emerging corporate architectural firm. Before his death in 1969, Becket's firm was one of the largest in the country with around 500 employees. Becket met with all clients, checked all designs and plans and visited job sites. Becket attracted and retained skilled designers who he lead [sic] with his vision of architecture working along the continuum of Modern styles from Streamline Moderne, Later Moderne, and International Style.

By the 1960s Welton Becket and Associates was the nation's largest architectural office. Becket and his firm are responsible for dozens of Southern California's significant Modern structures of the postwar era, including the Capitol Records Tower (1956); the Cinerama Dome, the world's first concrete geodesic dome (1964); and the Los Angeles Music Center (1964-1969), Beverly Hilton Hotel (1953-55); Security Pacific National Bank, Westwood (1967); UCLA, various campus buildings (1959-1968); master plan for Century City.

In 1952 Becket was elected a Fellow of the American Institute of Architects. Becket and his firm received dozens of local, national and international awards for design and implementation of their designs.

The Security Bank Building is an example of one of the Modern architecture substyles that emerged in response to the perceived sterility and ahistoricism of the International Style. New Formalism began in the 1960s and employed proportions, massing, articulation, and detailing derived from Classicism, including symmetry and the suggestion of columns and entablatures. Flat-roofed, frequently with a heavy, overhanging roof slab, New Formalist buildings featured smooth exteriors of concrete, stone, or marble. The usually single volume buildings were either rectangular or circular and often set on podiums. The use of a colonnade as a compositional device, the introduction of arches (often elliptical), and the use of ornamental screens of concrete, metal, and stone also characterize New Formalist buildings. At the same time, buildings designed in a New Formalist style made use of new technologies that allowed for a more plastic and fluid use of concrete. The style was popularized nationally by architects Minoru Yamasaki and Edward Durrell Stone, as well as by Southern California architects including Welton Becket and Associates and Pereira and Associates.

The Security Bank Building qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 4 for its embodiment of the post-World War II evolution of Santa Ana as the financial headquarters of Orange County and its historical association with a historical Southern California financial institution, Security Bank. It also qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1, for its exemplification of the distinguishing characteristics of the New Formalism style of architecture and under Criterion 2 as the work in Santa Ana of a notable architect, Welton Becket and Associates, whose work influenced architectural development. Additionally, the property has been categorized as "Landmark" because "it has an historical/cultural significance to the city" for its role in the historical development of Santa Ana as a financial center and its association with Security Bank and because "it has a unique architectural significance" as an example of the New Formalism style of architecture designed by master architect Welton Becket and Associates. Character defining features of the Security Bank Building include: its massing, with a nearly square, tower set atop a podium with side wings; symmetrical composition; two and ten-story height; flat roofs, edged by broad fasciae; roof overhangs at the side pavilions; exterior materials and textures, including concrete skin of the tower, pebble dash finish of the arcade, anodized aluminum window, door and wall frames, and fluted surfaces along a portion of the first floor; organization and articulation of bays; ground floor arcade; and shallow front courtyard.

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

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

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

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

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

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\*Recorded by Leslie Heumann

☒ Continuation   ☐ Update

Resource Name: Security Bank Building

\*Date August 28, 2017

*Kaplan Chen Kaplan. Statement of Significance and Description of the Security Bank Building, 888 North Main Street.  
No date (circa 2017).*

*("Sculptured Look," Los Angeles Times, April 3, 1966, page 120*

*"Security Pacific: A History," Los Angeles Times, April 22, 1992.*

*Santa Ana Chamber of Commerce Annual Report 1967. Santa Ana Public Library, History Room Vertical Files.*

*"Welton Becket Architectural Drawings and Photographs, 1930-1969,"*

*[http://primo.getty.edu/primo\\_library/libweb/action/dlDisplay.do?vid=GRI&afterPDS=true&institution=01GRI&docId=GE\\_TTY\\_ALMA21134581100001551](http://primo.getty.edu/primo_library/libweb/action/dlDisplay.do?vid=GRI&afterPDS=true&institution=01GRI&docId=GE_TTY_ALMA21134581100001551).*

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



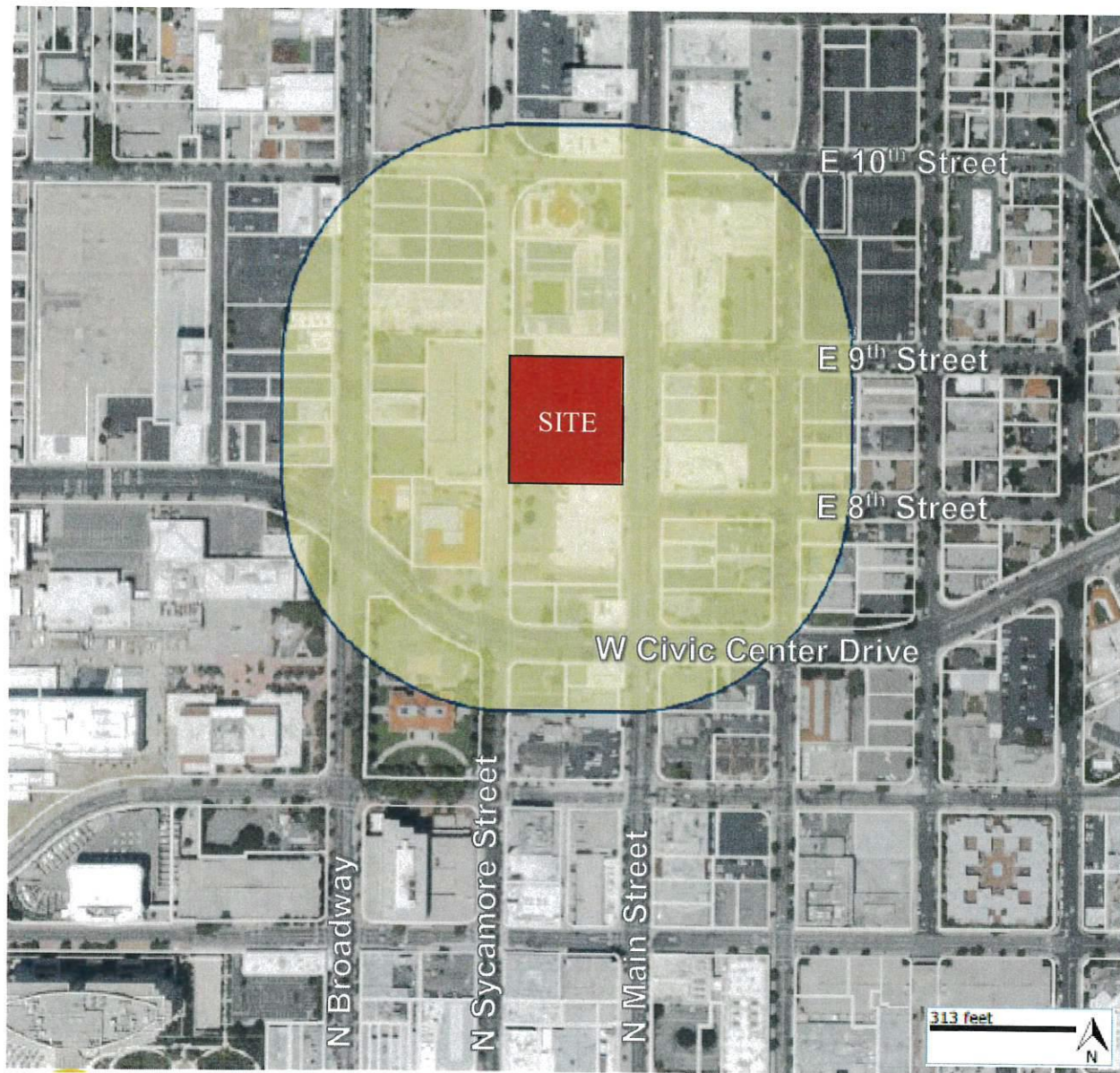
***MILLS ACT AGREEMENT***

***888 North Main Street***

***Santa Ana, CA 92701***

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

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



500' RADIUS

HPPA 2020-17  
888 NORTH MAIN STREET  
SECURITY BANK BUILDING

PLANNING AND BUILDING AGENCY





HPPA-2020-17  
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888 NORTH MAIN STREET  
SITE PHOTOS  
EXHIBIT 3  
**25C-482**