RECORDING REQUESTED BY AND, WHEN RECORDED, MAIL TO:

City Clerk City of Orange 300 E. Chapman Avenue Orange, California, 92866

Exempt from recording fees pursuant to Gov. Code Sections 6103 and 27383

Property Address: 167 N. Little Main Street APN: 039-041-03 Mills Act Contract Number: 431.0-23

#### HISTORIC PROPERTY PRESERVATION AGREEMENT (MILLS ACT CONTRACT)

THIS HISTORIC PROPERTY PRESERVATION AGREEMENT ("Agreement") is made and entered into as of the date of execution by the City ("Effective Date"), by and between the CITY OF ORANGE, a municipal corporation ("City"), and MICHAEL J. KNIGHT and JERRICA E. KNIGHT, husband and wife as joint tenants ("Owner"), with reference to the following:

#### RECITALS

WHEREAS, the Mills Act (Government Code Section 50280 *et seq.*) provides cities with the opportunity to contract with owners of qualified historical properties whereby the owner promises to preserve and rehabilitate the property in return for a potential reduced property tax assessment; and

WHEREAS, the City of Orange has established Historic Districts consisting of the Plaza Historic District, listed in the National Register of Historic Places; the Old Towne Orange Historic District, listed in the National Register of Historic Places; the local Old Towne Orange Historic District, designated by the Orange City Council; and the local Eichler Fairhaven, Fairhills, and Fairmeadow Historic Districts, designated by the Orange City Council; and

WHEREAS the City desires to promote the character, quality of life, and historic features of said Districts for its residents and visitors; and

WHEREAS, the City is dedicated to the protection and stabilization of property values by maintaining and upgrading its older housing stock, through the use of incentives such as the Mills Act; and

WHEREAS, the Mills Act also has beneficial effects on City businesses, economic stability and community pride by preserving important neighborhood historic resources; and

WHEREAS, the use of the Mills Act will fulfill one of the goals of the City's 2010 General Plan Cultural Resources Element; specifically,

"Provide incentives and expand education efforts for historic preservation" (Goal 3.0, CR-22); and

WHEREAS, Owner possesses fee simple title in and to that certain real property, together with associated structures and improvements thereon, located at <u>167 N. Little Main Street</u> in the City of Orange, County of Orange, State of California, having Assessor's Parcel Number <u>039-041-03</u> and more specifically described in <u>Exhibit A</u>, which exhibit is attached hereto and made a part hereof ("Historic Property); and

WHEREAS, the Historic Property is a qualified historical property under the Mills Act in that it is privately owned property which is not exempt from property taxation and is either: individually designated or is a contributing property within a designated district which is listed in the National Register of Historic Places, California Register of Historical Resources or Register of Historical Landmarks, California Points of Historical Interest, or is a contributing property in a locally designated historic district; and

WHEREAS, Owner, in consideration for abiding by the terms of this Agreement shall be entitled to a reassessment of valuation of the Historic Property and any corresponding reduction in property taxes pursuant to the provisions of the California Revenue and Taxation Code; and

WHEREAS, it is the City's expectation that the Owner will use the property tax savings accrued under this Agreement for improvements (as defined below). to the "Historic Property" To that end, as a condition of renewal, the City will require a revised schedule of improvements every ten years showing a plan for improvements commensurate with the tax savings; and

WHEREAS, the City and Owner for their mutual benefit, now desire to enter into this Agreement to limit the use of the Historic Property to prevent inappropriate alterations, to ensure that characteristics of historic significance are preserved and maintained in an exemplary manner, and to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1, Part 1, Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code.

#### AGREEMENT

NOW, THEREFORE, both Owner and City, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. APPLICABLE LAWS. This Agreement is made pursuant to California Government Code Sections 50280 through 50290 and Article 1.9 (commencing with Section 439) of Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of those statutes. To the extent any of the provisions in this Agreement are inconsistent with the aforementioned provisions of the Government and Revenue and Taxation Codes, they are superseded by those Code Sections.

- 2. ASSESSMENT OF VALUATION. Property tax relief afforded to Owner pursuant to Chapter 3, Part 2 of Division 1 of the California Revenue and Taxation Code will be determined solely by the Orange County Office of the Assessor. City makes no representations regarding the actual tax savings any person may realize by entering into this Agreement.
- 3. PRESERVATION OF PROPERTY. Owner agrees to preserve and maintain the Historic Property and its character defining features. Character defining features include, but are not necessarily limited to, the general architectural form, style, materials, design, scale, details, mass, roofline and other aspects of the appearance of the exterior of the Historic Property. For purposes of identification of the Historic Property, the City's Official Historic Property Inventory Form (DPR 523) is attached as Exhibit E.

The Secretary of the Interior's Standards for Rehabilitation (Exhibit B) and City's minimum maintenance standards (Exhibit C), attached hereto and incorporated herein by reference, shall constitute the minimum standards and conditions for preservation and rehabilitation of the Historic Property, and shall apply to the Historic Property throughout the term of this Agreement. Owner shall, where necessary, rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the Secretary of the Interior's Standards for Rehabilitation, the California Historical Building Code, and the City of Orange's Historic Preservation Design Standards for Old Towne and Eichler Design Standards.

As consideration for the City to enter into this Agreement, the Owner agrees, at its own cost and expense, to complete, or cause to be completed, the work or improvements described in Exhibit  $\underline{D}$  within the times established therefore in Exhibit  $\underline{D}$ . The Owner shall secure any and all permits which may be required by the City or any other governmental agency affected by the construction of the work or improvements. The Owner accepts responsibility for and shall be responsible for identification of and compliance with all applicable laws pertaining to the construction and installation of the work or improvements described on Exhibit  $\underline{D}$  and the contract or contracts pertaining thereto. The Owner will neither seek to hold nor hold the City liable for, and will hold the City harmless with respect to, any consequences of any failure by the Owner to correctly determine the applicability of any such requirements to any contract he/she/they enter into.

In addition to the foregoing, the Owner hereby agrees to and will comply with all applicable local, state, and federal statutes, regulations, rules, codes (including building codes), ordinances, and other requirements of governmental authorities now or hereafter in effect ("Applicable Laws") pertaining to the use of the Historic Property. Owner must give the City immediate written notice on Owner's becoming aware that the use or condition of the Historic Property is in violation of any Applicable Laws.

4. INSPECTIONS AND ANNUAL REPORTING. Owner agrees to permit the examination, by prior appointment, of the interior and exterior of the Historic Property by the City at a minimum every five (5) years during the Agreement term to determine Owner's compliance with the terms and provisions of this Agreement. Owner agrees to provide the City with a report as to the status

of the Historic Property annually within thirty (30) days following each anniversary of the Effective Date of this Agreement. The annual report shall provide substantiation reasonably satisfactory to the City's Historic Preservation Planner or in his/her absence the Director of Community Development that Owner has completed the work required by Exhibit D for the twelve month period preceding each anniversary of this Agreement, and whether the Historic Property has undergone any changed conditions, and whether Owner has received any public funds from other sources designated for the preservation or maintenance of the Historic Property and from whom such funds have been received.

- 5. PAYMENT OF ANNUAL FEE. The Owner shall pay the City an annual fee to cover administrative costs associated with this Agreement, including but not limited to, the reasonable cost of monitoring the Historic Property, performing required inspections, and enforcement of the Agreement. Said fee shall be payable to the City of Orange and shall be remitted to the Planning Division upon demand and prior to any required inspection. The amount of the annual inspection fee shall be established by the City and may be revised from time to time, which fee shall be set forth in the City's Master Schedule of Fees and Charges. Failure to pay the required fee within 45 days of the due date will be considered a willful breach of this Agreement and may result in cancellation of the Agreement in accordance with the cancellation terms detailed below.
- 6. TERM. The term of this Agreement is for a period of ten (10) years. The initial term of this Agreement shall be from <u>November 14, 2023</u> to and including <u>November 14, 2033</u>.
- 7. AUTOMATIC RENEWAL. On each yearly anniversary of the Effective Date of this Agreement ("renewal date"), one year shall be added automatically to the initial term of this Agreement, unless notice of non-renewal is given as provided in this Agreement.
- 8. EFFECT OF OUTSIDE FUNDS. If Owner receives funds designated for the preservation or maintenance of the Historic Property from any other public agency, this Agreement shall not be renewed except upon the vote of the City Council.
- 9. NOTICE OF NONRENEWAL. If in any year either the Owner or City desires not to renew this Agreement, that party shall serve written notice of nonrenewal to the other party in advance of the annual renewal date. Unless the notice is served by Owner to City at least ninety (90) days, or by City to Owner at least sixty (60) days prior to the renewal date, one year shall automatically be added to the term of the Agreement. Within fifteen (15) days of receipt by Owner of a notice of nonrenewal from the City, Owner may make a written protest. Upon receipt of such a protest the City Council shall set a hearing prior to the expiration of the renewal date of this Agreement or toll the renewal date until such hearing can reasonably held. Owner may furnish the City Council with any information which the Owner deems relevant, and shall furnish the City Council with any information it may require. At any time prior to the renewal date, City may withdraw its notice of nonrenewal.
- 10. EFFECT OF NOTICE NOT TO RENEW. If in any year either party serves written notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period

remaining since the original execution date if not yet renewed, or the last renewal date of the Agreement, as the case may be.

11. UPDATE OF IMPROVEMENT SCHEDULE. At least ninety (90) days prior to the tenth (10<sup>th</sup>) anniversary of the Effective Date of this Agreement, and ninety (90) days prior to every tenth (10<sup>th</sup>) anniversary thereafter, Owner shall provide City with an updated schedule of rehabilitation maintenance items for the City's review and approval. Such updated schedule shall contain a list of proposed improvements and/or revisions to be accomplished during the next succeeding ten (10) years of the Agreement and a schedule for the construction of such improvements. Within thirty (30) days after the City's receipt of said updated schedule, the Director of Community Development shall either approve or disapprove such proposed improvements in the updated schedule, or shall respond in writing by stating what further information, if any, the City reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, the Owner shall promptly furnish to the City such further information as may be reasonably requested.

From time to time, at the request of the Director of Community Development (or his/her authorized representative), the Owner shall meet and confer with the City's Historic Preservation Planner or in his/her absence the Director of Community Development (or his/her designee) regarding matters arising hereunder with respect to the work and improvements and the progress in constructing the same.

12. DAMAGE. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owner shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owner shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owner shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits not less than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owner may mutually agree to terminate this Agreement. Upon such termination, Owner shall not be obligated to pay the cancellation fee set forth in Paragraph 15 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owner shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

- 13. INDEPENDENT ADVICE OF COUNSEL. The Owner, and each of them, represent and declare that, in executing this Agreement, he/she/they have relied solely upon his/her/their own judgment, belief and knowledge, and the advice and recommendations of his/her/their own independently selected counsel, concerning the nature, extent and duration of his/her/their rights and claims, and that he/she/they have not been influenced to any extent whatsoever in executing the same by the City or by any person representing the City.
- 14. ENFORCEMENT OF AGREEMENT. If the City determines the Owner has breached any of the conditions of the Agreement provided for or has allowed the property to deteriorate to the point it no longer meets the standards for a qualified historical property, the City shall either cancel the Agreement or bring any action in court necessary to enforce the Agreement including, but not limited to, an action to enforce the Agreement by specific performance to cure, correct or remedy any breach of the terms of this Agreement, to recover damages for any breach, or to obtain any other remedy consistent with the purpose of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner specifying the alleged grounds for the default. Said notice shall be given by registered or certified mail addressed to the address stated in this Agreement. If such violation(s) is not corrected to the reasonable satisfaction of the City within thirty (30) days from the receipt of the notice of violation, or within such reasonable time as may be required to cure the breach or default, provided that acts to cure, correct or remedy such breach or default are commenced within thirty (30) days and thereafter diligently pursued to completion, then City may, without further notice, institute legal action.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the City are cumulative, and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the Owner. Any failure or delay by the City in asserting any of its right and remedies as to a breach of any of the covenants, conditions or agreements set forth herein shall not operate as a waiver of such breach or of any such rights or remedies, or deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce such rights or remedies. A waiver by the City of a breach shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or agreements set forth in this Agreement.

- 15. CANCELLATION. In lieu of bringing an action to enforce the Agreement, City may cancel this Agreement if City determines Owner has breached any of the conditions or covenants of this Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historical property. City may also cancel this Agreement if it determines Owner has failed to rehabilitate the Historic Property in the manner specified in this Agreement.
- 16. NOTICE OF CANCELLATION. This Agreement cannot be canceled until after City has given notice and has held a public hearing as required by Government Code Section 50285. Notice of

the hearing shall be mailed to the last known address of each owner of property within 300 feet of the Historic Property and shall be published in accordance with Government Code Section 6061.

- 17. CANCELLATION FEE. If City cancels this Agreement in accordance with Section 15 above, Owner shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the Historic Property at the time of cancellation. The current fair market value shall be determined by the County Assessor as though the Historic Property were free of the restriction on the Historic Property imposed pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at such time and in such manner as the County Auditor shall prescribe.
- 18. NO IMPLIED WAIVER. No failure by the City to insist on the strict performance of any obligation of the Owner under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.
- 19. NOTICES. All notices required by or provided for in the Agreement shall be given in writing and may be mailed or delivered in person at the address of the respective parties as specified below or at any other address as may be later specified by the parties. Deposit of notice in the mail, postage prepaid, shall be deemed receipt of the notice.

City of Orange	Michael J. and Jerrica E. Knight
Attn.: City Clerk	
300 E. Chapman Avenue	167 N. Little Main Street
Orange, CA 92866	Orange, CA 92868

- 20. NO COMPENSATION. Owner shall not receive any payment from the City in consideration of the obligations imposed under this Agreement. The Owner acknowledges and agrees 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 Historic Property on account of the restrictions on the use and preservation of the Historic Property.
- 21. REMEDY IF AGREEMENT HELD NOT ENFORCEABLE. In the event it is finally determined this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, then this Agreement shall be null and void and without further effect and the Historic Property subject to this Agreement shall from that time be free from any restriction whatsoever under this Agreement without any payment or further act of the parties to this Agreement.
- 22. ACQUISITION OF PROPERTY BY EMINENT DOMAIN; CANCELLATION OF CONTRACT; INAPPLICABILITY TO DETERMINATION OF VALUE. In the event that the Historic Property is acquired in whole or part by eminent domain or other acquisition by any

entity authorized to exercise the power of eminent domain, and the acquisition is determined by the City to frustrate the purpose of the Agreement, the Agreement shall be canceled and no fee shall be imposed under Section 16, above. The Agreement shall be deemed null and void for all purposes of determining the value of the Historic Property so acquired.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency, the restrictions on the use of the Historic Property included in this Agreement shall, without further agreement of the parties, be reinstituted and the terms of this Agreement shall continue in full force and effect.

- 23. EFFECT OF AGREEMENT. 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 the parties hereto to be considered joint venturers or members of any joint enterprise.
- 24. SUCCESSORS AND ASSIGNS. The covenants, benefits, restrictions and obligations contained in this Agreement shall be deemed to run with the land and shall be binding upon and shall inure to the benefit of all successors in interest of the Owner, regardless of the tax exempt status of any subsequent owner. A successor in interest shall have the same rights and obligations under this Agreement as the original owner who entered into this Agreement.
- 25. REQUIREMENTS RELATED TO TRANSFER OF HISTORIC PROPERTY. In the event of any sale, transfer, assignment or conveyance of the Historic Property ("Transfer"), the Owner agrees that, at least thirty (30) days prior to such Transfer, it shall give written notice to the City of such proposed Transfer, including the name(s) of the transferee(s). In addition, the Owner and the proposed transferee(s) shall enter into and deliver to the City through the escrow for the Transfer of the Historic Property an assignment and assumption agreement in a form satisfactory to the City's Attorney or such other evidence as may be satisfactory to the City that the transferee(s) has (have) assumed the Owner's obligations set forth in this Agreement. Upon the Transfer of the Historic Property and the assumption of the obligations hereunder by the transferee(s), the Owner's liability for performance shall be terminated as to any obligation to be performed hereunder after the date of such Transfer.
- 26. INSURANCE. Owner shall secure adequate property insurance to meet Owner's' obligations under this Agreement and shall submit evidence of such insurance to the City upon request.
- 27. INDEMNIFICATION. The Owner shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "Indemnitees") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owner, their Agents or Invitees; (c) the condition of the Historic Property; or (d) any construction or other work undertaken by Owner on the Historic Property. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants,

and experts and related costs that may be incurred by City or Indemnitees and the City's cost of investigating any claim. In addition to Owner's obligation to indemnify City or Indemnitees, Owner specifically acknowledges and agrees that they have an immediate and independent obligation to defend City or Indemnitees from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owner by City or Indemnitees, and continues at all times thereafter. The Owner's obligations under this Paragraph shall survive termination of this Agreement.

- 28. RECORDATION. City shall record a copy of this Agreement with the Office of the County Recorder of the County of Orange.
- 29. AMENDMENTS. This Agreement may be amended, in whole or in part, only by a written and recorded instrument executed by the parties hereto, except that the Director of Community Development is authorized to amend the list of required projects in <u>Exhibit D</u>.
- 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and re-attached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.
- 31. ADMINISTRATION. This Agreement shall be administered by the Director of Community Development (or his/her designated representative) following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the Director of Community Development (or his/her authorized representative). The Director of Community Development shall have the authority to issue interpretations, waive provisions and enter into amendments of this Agreement on behalf of the City so long as such actions do not change the uses permitted on the Historic Property or the purpose of this Agreement. Such amendments may include extensions of time or amendments to the projects specified in Exhibit D. All other waivers or amendments shall require the written approval and consent of the City Council.

#### [Remainder of page intentionally left blank; signatures on next page]

#### IN WITNESS WHEREOF, the City and the Owner have executed this Agreement.

"OWNER"

Dated: \_\_\_\_\_, 2023

Michael J. Knight

Dated: \_\_\_\_\_, 2023

Jerrica E. Knight

"CITY"

CITY OF ORANGE, a municipal corporation

Dated: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Daniel R Slater Mayor

ATTEST:

APPROVED AS TO FORM:

Pamela Coleman City Clerk Melissa Crosthwaite Senior Assistant City Attorney

#### ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of \_\_\_\_\_

On \_\_\_\_\_\_ before me, \_\_\_\_\_\_, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

#### EXHIBIT "A"

#### **LEGAL DESCRIPTION OF HISTORIC PROPERTY**

## **REAL PROPERTY IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS:**

Lot 7, Tract 515, in the City of Orange, State of California, as per Map recorded in Book 18, Page 19 of Miscellaneous Maps, in the Office of the County Recorder of said County.

[APN 039-041-03]

#### EXHIBIT "B"

#### SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

- 1. Every reasonable effort shall be made to provide a compatible use for a property, which requires a 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, wherever 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 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 preserve archeological 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 the 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 were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

#### EXHIBIT "C"

#### <u>CITY OF ORANGE HISTORIC PROPERTY</u> <u>MAINTENANCE STANDARDS</u>

All buildings, structures, yards and other improvements shall be maintained in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:

- 1. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows.
- 2. Publicly visible storage of scrap lumber, junk, trash or debris.
- 3. Publicly visible storage of abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers or similar items.
- 4. Stagnant water or excavations, including pools or spas.
- 5. Any device, decoration, design, structure or vegetation that is unsightly by reason of its height, condition, or its inappropriate location.

### EXHIBIT "D"

## **REHABILITATION/MAINTENANCE SCOPE OF WORK**

[Attached.]

### EXHIBIT "D"

## **REHABILITATION/MAINTENANCE SCOPE OF WORK**

## 167 N. Little Main Street

Priority	Description of Work	Cost Estimate	<b>Completion Date</b>
1.	Restore original historic sconce features in the living room with historically appropriate sconces.	\$1,000.00	2023
2.	Replace the composition shingle roof on the house with a new shingle roof.	\$15,000.00	2024
3.	Repair and restore damaged fascia board around the house.	\$5,000.00	2024
4.	Preparation of an updated termite inspection report, termite treatment, and repair of termite dry rot damage as recommended in the report provided report dated 2/28/2023. Cost estimate for recommended work based on estimates provided in termite treatment report dated 2/28/2023.	\$2,170.00	2025
5.	Seismic retrofit of the house foundation.	\$10,000.00	2026
6.	Repair and restore all historic wood windows on residence and garage per the <i>Historic</i> <i>Preservation Design Standards</i> .	\$12,000.00	2027
7.	Replace non-original window/door at front elevation with historically appropriate door.	\$2,000.00	2028
TOTAL		\$47,170	

### EXHIBIT "E"

## HISTORIC PROPERTY INVENTORY FORM (DPR 523)

[Attached.]

	ne Resources Agency ARKS AND RECREATION CORD	Primary # HRI # Trinomial NRHP Status Code 5S1			
	Other Listings Review Code	Reviewer	Date		
Page 1 of 98 *Resource Name or #: <u>Mission Gardens Spec House/ William O. Hart House</u>					
P1. Other Identifier:	N/A				
P2. Location: 🗆 Not	for Publication 🛛 Unrestricted	*a. County: Orange			
*b. USGS 7.5' Quad	: Orange Date: 1923				
c. Address: 167 N	orth Little Main	City: Orange	Zip: 92868		
d. UTM: Zone 33; e. Other Locationa	78914 mE/ -117.86622 mN (G.P.S.) I Data:	)			
APN: 039-041 Legal Descript		ens, in the City of Orange, County of	Orange, State of California,		

as per map recorded in Book 18, page 19, of miscellaneous maps, in the office of the county recorder of said

county. \*P3a. Description:

167 North Little Main was built in 1923 in the Tudor Revival architectural style. Located in the Mission Gardens Subdivision of Orange, California, this 1,666 square foot, 1 ½ story, single-family house, faces west on a 6,050 square foot, rectangular lot. The lot is bound on the west by Little Main Street, and residential lots to the north, south, and east. Little Main Street runs north to south from West Chapman university, north until it intersects with North Main Street at the intersection of West Maple Avenue. (Continued Pg. 3)

#### \*P3b. Resource Attributes: HP2 - Single family property

\*P4. Resources Present: Building Structure Object Site District Element of District Other (Isolates, etc.)



Intensive/pedestrian

\*P11. Report Citation: 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 Other (List): Supplemental Attachments

**P5b. Description of Photo:** Main Elevation, Looking Northeast. Real Estate Listing 2020.

\*P6. Date Constructed/Age: ⊠ Historic □Prehistoric □Both 1923

\***P7. Owner and Address:** Michael and Jerrica Knight 167 North Little Main Orange, CA 92868

\***P8. Recorded by:** IS Architecture 5645 La Jolla Boulevard La Jolla, California 92037

P9. Date Recorded:May 2021\*P10.SurveyType:

# State of California — The Resources Agency Primary # DEPARTMENT OF PARKS AND RECREATION HRI# BUILDING, STRUCTURE, AND OBJECT RECORD

\*Resource Name: <u>Mission Gardens Spec House/ William O. Hart House</u> Page 2 of 98

\*NRHP Status Code: 551

- B1. Historic Name: N/A
- B2. Common Name: N/A
- B3. Original Use: Single Family Residence B4. Present Use: Single Family Residence
- \*B5. Architectural Style: Tudor Revival
- **\*B6.** Construction History:

The resource property was constructed in the "Old-English" style now known as Tudor Revival style between 1923-1924 and was one of the first homes built in the Mission Gardens tract. No exact date was recorded or discovered though tax assessor records. Newspaper articles indicate that a fire damaged a portion of the interior in July of 1924. This was repaired and did not damage the exterior of the home. (Continued Pg. 5)

\*B7. Moved? ⊠No □Yes □Unknown Date: N/A Original Location: N/A

\*B8. Related Features: N/A

B9a. Architect: Unknown.

b. Builder: Unknown.

\*B10. Significance Theme: Community Development, Residential Architecture Area: City of Orange

Period of Significance: 1923-1944 Property Type: HP2 - Single family property Applicable Criteria: A/1,C/3

167 North Little Main Street is significant at the local level of the National Register of Historic Places under Criterion A in the themes of community planning and social history for being associated with the westward expansion of the City of Orange, along with being associated with prominent businessmen of Orange, including William O. Hart. The property is also significant at the local level of significance with themes of architecture under Criterion C for its rare and intact Tudor Revival architecture within the City of Orange. (Continued Pg. 6)

**B11. Additional Resource Attributes:** N/A

**\*B12. References:** See endnotes and Attachment F.

B13. Remarks: None.

\*B14. Evaluator: IS Architecture

\*Date of Evaluation: May 2021

(This space reserved for official comments.)



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#### P3a. Description: Continued

North Little Main Street is a residential street, lined with mature trees and public sidewalks, along with dual sided street parking. The surrounding neighborhood has similarly scaled, single-family residences in a variety of styles.

The building construction is a standard wood frame on a concrete foundation, with stucco siding finish.<sup>1</sup> Overall, the condition is very good. The house demonstrates many character defining features of the Tudor Revival style including two-story stucco-clad structure, a prominent front gable, a steeply pitched cross gable main roof, along with clipped gable ends. There are decorative trim elements, elaborate arched windows, and a prominent stucco chimney.<sup>2</sup>

The front of the house faces west towards North Little Main, with a public sidewalk, curb, and gutter. From the public sidewalk, a gate provides egress onto the property. A Hollywood style concrete driveway leads to the south of the house. A wide front lawn consists of a mature orange tree and planting areas. A low stucco patio wall with two curved steps and a wooden rail detail surrounds the front patio. The front patio is accessed via a curved concrete step.

167 North Little Main is composed of numerous key Tudor Revival features: a steeply pitched side-gable main roof with clipped gable end, shingled roof, painted bargeboards, and fine-sand finish stucco. A detached garage with clipped gable roof is located to the southeast of the house accessed by the Hollywood-style driveway. The garage features a wood paneled sliding garage door on the west elevation. The north elevation features a door and double-hung window.

#### West (Main) Elevation

The western elevation of the dwelling faces Little Main Street with a cross-gabled roof. The front of the gable is clipped. The main entrance is accessed via the front patio surrounded by stucco walls. A curved concrete step leads to the concrete patio. The patio is set into the "L" of the dwelling's cross-gabled structure. A stucco chimney is located near the intersection of the gables and is visible projecting from the roofline. The dwelling has a fine-sand stucco finish and projecting roofline. The elevation visually consists of three bays, the northern gable end, the central side gable, and the projecting south bay.

The northernmost bay is the focal point of the elevation with a prominent clipped gable roof, dormer vent, and tripartite, divided lite, arched wooden windows with putty glazing. The windows have painted trim. The main entrance is located on the south side of the front gable end. The front door consists of a solid wood door with speakeasy and art deco style metal hardware, a metal security door, and 5-light divided wooden sidelights. A metal light fixture is affixed to the west of the sidelights.

The southern bay projects about five feet from the main wall of the side gable. Two 6-lite, wooden, casement windows are located on the west end of the projection. A single six-lite, wooden, casement window is located on

<sup>2</sup> Although there is no half timbering on this Tudor-revival structure, that is true of 2/3 of all Tudor Revival architecture (McAlester p449)

<sup>&</sup>lt;sup>1</sup> Visual observation of 167 North Little Main Street by IS Architecture.

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## **CONTINUATION SHEET**

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either side of the projection (north, south). The windows have painted wooden trim.

#### North Elevation

The north elevation is the clipped gable end of the crossed gable roofline. It is composed of fine sand finish stucco. The side of the projecting front gable has a 10 lite, wooden, casement window with protruding sill.

The elevation is dominated by four original, double-hung, six-over-one lite, wood windows. All the windows have wood sills, wood sashes and lugs, and exterior wooden stops.

#### East (Rear) Elevation

The rear elevation is visually dominated by the long side-gable elevation. The clipped gables on the north and south elevations are visible. A projecting wooden framed shed porch roof extends from the first level.

The second level of the elevation features two dormers. The southern dormer extends from the second level and features two wooden, six-lite, awning windows. The dormer has thin wood siding. The northern dormer was an addition. It protrudes further than the previous bay and features three, single lite, wooden windows. The dormer features a slight pitch, at less of an angle than the other dormer. A single-lite window is also located on the south elevation of the dormer.

The first level has mirrored bays. The south bay has a wooden 8-lite casement window with protruding sill. Centered in the bay is a wooden door with 8-lite inset and modern security hardware. A single concrete step and pad lead to the door. A square 9-lite casement window with protruding sill is located directly north of this. The second bay is a mirror of this, featuring the square 9-lite casement, then the door, and then the larger rectangular casement window.

#### South Elevation

The south elevation of the home is flanked by the concrete Hollywood style driveway. The south elevation is the clipped gable end of the primary cross gable of the home's massing. The south elevation features a centered second story window opening which consists of two, wooden, double-hung, 6-over-1 windows with decorative lugs and sill. An attic vent is located above these windows. Two larger vertical, louvered, vents are located to each side of the second story window between the first and second story levels.

The first level of the south elevation is split into three bays that are split by the central side entrance. The first bay, located to the west has a single 6-lite, wooden casement window with sill. This window is set into the slope of the gable. The second bay features a set of two, wooden, four-over-1, double hung windows with decorative lugs and sill. A metal security light hangs centered over the central side door, which is a wooden door with louvered panel. The third bay features two sets of dual, wooden, 6-lite casement windows. The modern utility box and metal pipes are also located on this façade.

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#### Site Features:

#### Front Yard

The front of the property is partially obscured by a hedge wall and a mechanized, wood and iron, gate that provides egress to the driveway. A wide front yard spans the full length of the property. A mature orange tree is located to the north of the main focal windows.

#### Rear Yard

The dwelling transitions from interior to exterior space with an exterior concrete flooring. The rear garden features a large grass area.

#### **Garage**

A detached two garage sits on the southwest corner of the property. The structure features a clipped gable roof with asphalt shingles and stucco siding. The garage doors are sliding wood paneled doors. A security light is secured to the center of the west elevation of the garage. The north elevation of the garage features a wood door with painted trim, and a double-hung wooden window with decorative lugs and painted trim.

#### **Interior Features**

The home features a Batchelder Tile Company fireplace. The tile pattern uses a variety of muted colors with geometric patterns. An inset center panel features birds and a floral pattern.

#### \*B6. Construction History: Continued

The home features a clipped gable roofline and focal arched windows and has a front entry courtyard. An original detached garage is located on the property.

#### Undated Changes:

At some point during the home's history, the front door was moved. Although this change occurred, the original front door can still be read as a historic opening through the use of a full-length window and side-lites.

A second story rear dormer addition was completed, most likely post 1970s. The addition is a partially projecting, partial width, second story addition on the rear. The siding and window types are differentiated from the rest of the historic fabric. The addition is not visible from any public right-of-way.

Other small changes include adding modern security screens to doors, and the addition of a second rear entrance door on the east elevation.

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#### \*B10. Significance: Continued

#### **HISTORIC CONTEXT**

The history and development of Orange is well-documented and several good summaries of its history have been prepared and are readily available. The following narrative contains consolidated sections of a history authored by notable local/regional historian Phil Brigandi for the Orange Public Library (2011). To read it in its entirety and with accompanying photographs, visit http://www.cityoforange.org/938/Introduction.

#### THE DEVELOPMENT OF ORANGE

The City of Orange was founded in 1871 on part of the old Rancho Santiago de Santa Ana. For generations, the land had been a cattle ranch, owned by the Yorba and Peralta families. In 1868, the rancho was divided among the many heirs and claimants, and towns and farms began to appear.

Two Los Angeles attorneys, Alfred Chapman and Andrews Glassell, bought up thousands of acres in the area, and received additional land in return for legal services during the partition of the rancho. In 1870, Chapman had his lands subdivided and began construction of an irrigation ditch down from the Santa Ana River. In 1871, a townsite was laid out. Since it was going to be a farming community, the new town was named Richland. Chapman and Glassell were busy with their law practice, so Glassell's brother, Captain William T. Glassell, was sent down to serve as tract agent. He surveyed the townsite, supervised work on the irrigation ditch, planted crops, and advertised and sold land.

The original townsite was just eight city blocks, stretching from Almond to Maple avenues, between Grand and Lemon streets, with a public plaza in the center. Around the townsite were 10-acre farm lots. In 1872 a school district was formed. 1873 saw the first general store, the first church (now the First United Methodist Church of Orange), and a post office. The citrus industry was only in its infancy in those days, but the name fit well with Southern California's image, and even then, there was already talk of creating a separate Orange County. At the time, the big crops in the area were grain and raisin grapes. The first orange grove here was planted around 1873, and the first local packing house opened in 1881.

The Southern Pacific built the first railroad through the area in 1877 but missed Orange by several miles. In 1887, the Santa Fe arrived, touching off a frantic real estate boom. Farmland was subdivided into residential lots, and several new towns were laid out around Orange. El Modena and Olive survived, but St. James and McPherson soon faded.

To beautify the town, a circular park was laid out in the center of the Plaza Square, and the women raised the money for an elegant fountain (now located outside the Orange Public Library & History Center).

In 1888, the City of Orange was incorporated, with a population of about 1,500. A year later, Orange County was formed out of the southern end of Los Angeles County. But by then, the real estate boom was winding down, and to make matters worse, a blight destroyed many of the local vineyards.

It was only then that oranges began to dominate the local economy. The railroads allowed fresh fruit to be shipped throughout the country. Local growers banded together to form cooperative packing houses, and the cooperatives formed the Southern California Fruit Exchange (now known as Sunkist Growers) to market their crop. By the 1920s, about a third of Orange's labor force worked in the citrus industry, and there were a dozen packing houses in the area. **DPR 523 (1/95) \*Required information** 

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The Santiago Orange Growers Association was the largest Valencia packing house in the world then. Their old packing house was later taken over by Villa Park Orchards and operated until 2006 – the last citrus packing house to close in Orange County.

Downtown Orange still reflects the success of the citrus industry in the early 1900s. Many of the business blocks around the Plaza were built between 1905 and 1930. There are also more than 1,400 pre-1940 homes in Orange, representing a wealth of architectural styles from Victorian to Streamline Moderne. Much of old downtown Orange is now listed on the National Register of Historic Places. The Depression of the 1930s, and the world war that followed, brought many challenges to Orange. The community struggled to take care of its own until Federal relief programs began. Government work programs such as the WPA also built several projects in town, including much of the original construction at the Orange City Park (now W.O. Hart Park). During World War II, hundreds of our young men and women served in the Armed Forces, while hundreds more worked in manufacturing plants, and purchased war bonds and saving stamps to support the war effort.

After the war, Southern California's population began to surge. It took a few years for the growth to reach Orange. The first large-scale subdivision (98 homes) was built in 1950. The first freeway (SR 55) came through town in 1962. Between 1950 and 1970, Orange's population jumped from 10,000 to 77,000.<sup>3</sup>

#### **Residential Development**

The development of Orange's early residential neighborhoods mirrored the growth of downtown in many ways. The earliest homes in Orange were built on the original eight-block townsite or were scattered across the outlying farm lots. It was not until the mid-1880s that the farm lots surrounding the townsite began to be subdivided for residential development. During the brief real estate "boom" of 1886-88, more than a dozen subdivisions were laid out downtown, but many of the lots were simply held for speculation, and when the boom died down, returned to agricultural use.

It was not until after 1900, when the citrus industry began to drive the local economy, that the downtown neighborhoods began to fill out. New tracts were subdivided, and old 1880s lots re-surveyed. Homes began appearing further and further from the Plaza, especially to the east, and to the south, where the new Nutwood Place tract near the Santiago Creek (1906) became a desirable place to live.

By the mid-1920s, almost all the land we now think of as Old Towne Orange had been subdivided, and residential neighborhoods were growing up more and more to the west, towards Main Street. Neighborhoods began to fill in, creating interesting assortment of styles on a single block. A two-story Victorian farmhouse on the corner might be surrounded by a mix of Bungalows and Mediterranean style homes, with a few Classical Revivals, or perhaps a Tudor style home tossed in here and there. As late as the 1970s, new homes were still being built on the few remaining vacant lots downtown.

Orange's historic residential districts reflect the economic life of the community. The area was very middle class, with individual ranchers working 10-20 acres, and local businessmen making up the backbone of the local economy. So

<sup>&</sup>lt;sup>3</sup> A Brief History of Orange, The Plaza City DPR 523 (1/95)

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instead of a few grand mansions, Orange has block after block of middle-class homes. More than 1,200 pre-1940 homes still survive in the downtown area.<sup>4</sup>

#### **Residential Styles**

In the days before tract homes, residential architecture in Orange and broader southern California showed great variety. Here are some broad categories; most had many variations and styles. Some homes combine elements from various styles, a reflection of the owner's tastes, or the builder's whims. Part of what gives these homes their charm is their individuality.

#### Settlement (Mostly Before 1910)

Simple in form and detail, these were some of the earliest homes in Orange. The smaller homes were often built with vertical board and batten walls. Sometimes there was a porch. Larger, two-story farmhouses might have a few Victorian details and clapboard siding. Most originally stood alone among orchards and fields.

#### Victorian (Popular, 1870-1900)

Known for their picturesque woodwork, steep roof lines, and ornate details, several Victorian styles were popular here including Eastlake, with its tall, vertical lines, and especially the Queen Anne, with its many decorative elements. Victorians demonstrated the increasing prosperity of the community. Many were large, but the style could also be adapted to smaller cottages.

#### Classical Revival (Most Popular, 1900-1910)

With their flowing lines, and columns borrowed from ancient Greek architecture, these homes became popular with the start of the new century. Many in Orange can be found on corners, with their curved porches wrapping around two sides. But they were soon passed in popularity by the Bungalow.

#### Bungalow (Most Popular, 1910-1920)

The first true California style, Bungalows grew out of the Arts and Crafts movement of the early 20th Century. The emphasis was on natural materials, simple woodwork, and sometimes stone pillars or porches. Most featured horizontal lines, and porches across the front. Inside was more woodwork, with built-in cabinets and hutches. Most were smaller, middle class homes. Plans, and even pre-cut kits could be bought through mail order houses such as Sears Roebuck and Montgomery Ward.

#### Craftsman (Popular in the 1920s and 1930s)

This style shares many of the naturalistic qualities of the Bungalows, but were larger, usually two stories, with expansive eaves and other details. Sometimes shingles replaced clapboards. They also displayed more individuality; there were no kits for Craftsmen home.

#### Mediterranean (Popular in the 1920s and 1930s)

Another style first popularized in California, the various Mediterranean styles took their inspiration from the state's

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Spanish and Mexican past. They could range from simple stucco homes accented with a little tile, to grand hillside mansions with glazed brickwork and arches. Some variations were briefly popular in the 1920s, include the flat-roofed Pueblo style, and the Prairie style, with its horizontal eaves. The Mediterranean style survives today in a modern form in the stucco and tile of many tract homes.

#### Period Revivals (Most Popular in the 1920s)

Along with Mediterraneans, a variety of Old World and colonial styles were constructed after World War I. These included Colonial Revival, English Tudor, Cotswald Cottage, Dutch Revival, French Provincial, and whimsical storybook cottages.

#### **Mission Gardens Subdivision**

The Mission Gardens neighborhood, also called the H.M Gail Tract was created in 1923 according to Map No. 25955 filed at the County.

The H.M Gail Tract, otherwise known as Mission Gardens, is Tract No. 515. The owners of the subdivision included Harry M. Gail and Edith M.T Gail, W.E Jewell and his wife Myrtle, along with Walter Herrington and his wife Mary. Although this part of Orange was annexed just prior to its development, it was still sort of "out on the fringes" and does not show up in early Sanborn Fire Insurance Maps. In the early years, that area was more closely related to the communities of Orange would necessitate development westward to accommodate growth and subdivided the Mission Gardens tract.

The Mission Gardens subdivision tract, planned for newly annexed land was approved by Orange City Council in July of 1923. By September of 1923, the first lots for sale were announced. Some homes of "Spanish" and "Old-English" styles were to be built on some of the lots by the subdivider. In October of 1923, the tract map (seen above) was filed with the County of Orange. Assessment records for 1923 do not provide conclusive evidence as to whether the first house was constructed by the end of that year.

Reportedly, 167 North Little Main was the first house constructed within the tract. On January 16, 1924, M.E Jewell sold Lots 1-14 to Harry M. & Edith Gail. Gail, who was involved in the regional real estate industry, would go on to become the main promoter of lot sales. (Deeds 505/130). Marketing for the subdivision promoted "home site beautiful lots and attractive homes" (Orange Daily News, 1923). The tract offices were advertised was being "always open" with Ray Sherwood being the sales manager. By 1925 advertisements for the tract included "complete with lawn, shrubs, sprinkling system, and double garage". "To those contemplating buying a New Home, it will pay to investigate the charming home just completed in this choice subdivision at the Western Gateway of Orange on Chapman avenue...An opportunity, don't wait. Drive out and investigate immediately...Watch Orange Grow West". (Orange Daily News, 1925).

Newspaper articles from 1923 reveal that the original subdivision owners fought to preserve the trees that lined the lots and streets. "Woodman, spare that tree' this plea, theoretically, was made before the city council late yesterday afternoon in the matter of laying sidewalks on 'Little Main' in the newly opened Mission Gardens tract, when Harry **DPR 523 (1/95) \*Required information** 

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Gail, who with W.A Jewell, Los Angeles, is opening the subdivision, appeared before the city solons in an effort to save a row of beautiful walnut trees bordering the tract. A fight to win the artistic value of the trees for his tract was waged by the local subdivider who plans to utilize their overspreading grandeur to enhance the beauty of the homesites"- Orange Daily News. 1927 saw a newspaper article claiming that the Mission Gardens lots had "future profits assured in Orange's new line of development".

Correspondence with the Orange County Tax Assessor's office revealed the following information about the lot on record with the County:

#### Lot History:

- 1924 Jan 16 -- Harry M. & Edith Gail sell Lot 7 to W.O. & Elsie M. Hart (Deeds 505/131)
- 1924 Jul—A fire partially damages the interior of the home.
- 1924 Dec -- Assessment records show that the house is already on the property. (\$1750 improvement) (OCA 1924 12/211)
- 1925 -- W. O. Hart lives at this address (Then called 167 N. Main)
- 1927 Dec 22 -- Hart sells to [Walter G. &] Clara M. Smith (OR 118/139)
- 1928-1930 -- C. C. Bonebrake gives this as his address.
- 1938 Apr 21 -- Smith sells to Elmer N. & Blenda J. Swift (OR 936/256)
- 1939 Feb 24 -- Alice K. Whitsell files a notice (OR 983/195)
- 1944 Mar 29 -- Elmer N. Swift sells his interest in the property to Blenda J. Swift (OR 1241/357)
- 1945 Nov 29 -- Blenda J. (Swift) McNamara sells to Kirschner & Elsie De Loge (OR 1372/130)
- 1946 Sept 3 -- De Loge sells to Carl E. & Lydia C. Schroeder (OR 1447/303) [Undoubtedly an investment property, as the Schroeders did not live there]
- 1953 Dec 15 -- Schroeder sells to Melvin & Georgia L. Manell (OR 2633/~275)
- 1965 Apr 12 -- The Manells still own the property.
- 1977 May 9 -- Melvin Manell sells his interest in the lot to Georgia L. Manell (OR 12194/109)
- 1981 Jan 1 -- Georgia Manell still seems to own the lot.
- 1997 Feb 27 -- Judith Butler and possibly Sunny Woodard give this as their address.
- 2014 Aug 14 -- Sold.
- 2018 Nov 16 -- Sold.

#### The Development of Orange

Where denoted, the following information was informed by the City of Orange Historic Context Statement compiled by Chattel Preservation Planning.

The City of Orange was centered around what is now called Old Towne Orange through the early 1920s.

#### Early Settlement (circa 1870 –1920)

When the Rancho Santiago de Santa Ana was subdivided in the late 1860s, a Los Angeles lawyer, Alfred B. Chapman, represented several parties in the partition suit. He took about four thousand acres as payment for his fees. From this acreage, farm lots, ranging in size from ten to forty acres, were first surveyed in the fall of 1870 and divided in

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Primary# HRI # Trinomial

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1871, under the supervision of lawyer William T. Glassell. Eight lots in the center of newly subdivided blocks of land were set aside for use as a public square, now known as Plaza Square, or simply "the Plaza." This square was bounded by Walnut Street (now named Maple Avenue) to the north, Grape Street (now called Grand Street) to the east, Almond Street to the south, and Lemon Street to the west. The two main streets, which intersected at the public square, were named Chapman Avenue (running east-west) and Glassell Street (north-south).

Like most Southern California communities, Orange was strongly affected by the Great Boom of the 1880s, when new settlers flocked to the state. The cross-country expansion of the railroad system and its inexpensive fares made the balmy climate in southern California even more attractive and accessible to Americans nationwide. New settlers arrived in Orange via the Santa Fe Railroad (later called the Atchison, Topeka & Santa Fe), which entered the city about four blocks west of the Plaza (currently the site of Depot Park/Veterans Park) in August 1887. According to one source, ...touched off by the railroad rate war, the boom of the 80s was built largely on speculation. Landowners subdivided their ranches to sell individual lots, which were often bought by speculators. In and around Orange, dozens of new subdivisions and four new townsites were laid out in 1886-1887. Promotional literature was sent out across the country extolling the virtues of Orange and its environs. Orange did its best to appear attractive, progressive, and promising to prospective buyers."2Transportation between neighboring communities was provided by two horse-drawn streetcar systems: the Orange, McPherson & Modena and the Santa Ana, Orange & Tustin lines.

#### Growing Up (1900-1920)

Orange's economy expanded rapidly in the early 20th Century, and downtown grew with it. Most of the landmark buildings around the Plaza were built during this period, and residential construction increased, spreading further and further out from the center of town. Instead of single store buildings, downtown businessmen and investors built "blocks" of connected storefronts, with the upper floors often reserved for apartments or meeting rooms. Among the major buildings that survive from this era are the Edwards Block and Cuddeback Building (both 1905), the Ainsworth Block (1907), which incorporated the 1888 Armor Building, the Ehlen and Grote Block (1908), Campbell's Opera House (1912), the Smith and Grote Building (1914), and the Kogler-Franzen Block (1916).

As downtown Orange grew up, residents no longer needed to go to Santa Ana or Anaheim for major shopping. Saturday nights, the streets around the Plaza would be crowded with people, doing their shopping for the week.

By the end of the First World War, most of the land around downtown Orange was subdivided for residential neighborhoods. After World War I, businesses began moving further and further west from downtown. State Highway 101 came down West Chapman as far as Main Street, before turning south towards Santa Ana. A little business district developed at the corner. Since it was midway between Orange and Santa Ana, it was dubbed "Orana."

Orange also began to develop an industrial strip along either side of the Santa Fe railroad tracks. Local packing houses had always been close to the railroad, but now they were joined by several manufacturing plants, most notably Anaconda Wire and Cable.

In the late 1920s Orange's first Planning Commission proposed that all of downtown should be done over in the thenpopular Mission Revival style. The buildings on the south side of the first block of East Chapman Avenue were

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remodeled in that style in 1928, complete with red tile and stucco arches, but the coming of the Depression put an end to that project.

Residential development continued in the downtown area. New homes were built, filling in the vacant lots on many blocks, and the last few downtown subdivisions were laid out in the 1920s

#### **Tudor Revival Style Architecture for Residences**

Tudor style architecture was a dominant style in many suburban neighborhoods during the early twentieth century. It was particularly popular during the 1920s and early 1930s, but fell out of fashion by the late 1930s. Early Tudor style houses from the late nineteenth century tended to be high styled and architect designed, but in the early twentieth century these high-style designs became more muted with steep gables and half-timbering. These early models tended to have walls clad in stucco, weatherboard or shingles rather than customary solid masonry. From the 1920s and 1930s, brick veneering techniques became widely used and allowed for even the most modest Tudor houses to mimic the masonry exteriors found on English prototypes.

#### **Batchelder Tile Company**

Ernest Allan Batchelder was born in Francistown, New Hampshire in 1876. After the death of his mother in his childhood, he was sent to live with his uncle in the small industrial city of Nashua. His uncle was a carpenter and school him in the art of craftsmanship. When he reached college age, Ernest raised enough money to enter the Massachusetts Normal Art Institute in Boston where he studied to become a teacher of drawing and manual training in the public schools.

After graduation in 1899, Batchelder was employed in the Boston area and in 1901 was picked by Denman W. Ross, a professor of art at Harvard, to be an instructor in Ross's Harvard Summer School of Design. Ross was an enormous influence on Batchelder's intellectual development and seems to have stimulated his ambition, for that same year he moved to California, eventually settling in Pasadena where he got a job at the Throop Polytechnic Institute teaching design and manual training.

During his eight years at Throop, Batchelder established his reputation in the field of Arts and Crafts. Always ambitious, he looked to activities that would promote his interests outside the confines of Southern California. Concerned that the Arts and Crafts movement in the southwestern United States was not going to be represented at the Louisiana Purchase Exposition in St. Louis in 1904 he organized an exhibit of the work of California and Native American craftsmen. He also broadened his knowledge of the work of British and European craftsman by going on two European tours. IN the summers he was a mainstay of the summer school of the Handicraft Guild in Minneapolis and at the same time began writing articles for Gustav Stickley's *The Craftsman* and for other journals. This writing formed the background for two books, The Principles of Design (1908), and Design in Theory and Practice (1910), both of which were based on the "pure design" theory of Denman Ross. In 1909 he bought property on Pasadena's Arroyo Seco and built a house and studio where he and a few students from Throop would found a school of handicrafts. Primary# HRI # Trinomial

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As early as 1910, the school became a shop to produce decorative tile. Precisely what made Batchelder turn from general manual training to a specialization in tiles is not known. His only avowed source of inspiration was Henry Mercer's Moravian tile, although he never adopted Mercer's high glazes or his sometimes-bizarre ornament. Batchelder chose more subtle, controlled imagery.

Batchelder's own decorative vocabulary often involved designs based on the illustrations in his two books- Viking ships, medieval castles, musicians, paired birds, and abstractions. The tiles were cast into key molds from which production molds were made. In the early years, the clay was hand-pressed into the molds and then air-dried. Some were bisque-fired then hand-colored and refired. Others were colored first and then fired. These were the trademark Batchelder tiles with the characteristic's matte or engobe finish, the understanded look appropriate for Craftsman architecture.

After 1920 with the coming of the Spanish Revival and the change in taste, Batchelder's color palette would pick up with the use of glazes and bright colors, largely due to the expertise of Ivan Branham, a graduate in ceramic engineering from the University of Illinois, whom he employed in 1922. Batchelder also liked Branham's ventures in Spanish-Moresque designs and Mayan glyphs; he even added Art Deco tiles to Batchelder's inventory.

There were other hands besides Branham's in the design of the tiles- almost from the beginning. One of his early students, Anne Harnett, for example, was chiefly responsible for the wonderful panels of scenes from Holland that were once the pride of the Dutch Chocolate Shop (1914) on Sixth Street in downtown Los Angeles. Undoubtedly there were others.

In the early years of his tile making, Batchelder bought bags of already mixed clay. Later his chief source was in the Alberhill-Corona area of Southern California. In the twenties he bought raw materials from the Lincoln Clay Products Company in Placer County and a small amount from Santa Monica. Bentonite came from near Amboy in San Bernardino County. Probably the finest display of Batchelder's tiles is in the lobby of the Fine Arts Building (1925) on Seventh Street in Downtown Los Angeles, but there are many competitors for this title. His largest commission was for the interior of the chapel at the College of St. Catherine's (1923) in St. Paul, Minnesota. Indeed, Batchelder's popularity extended far beyond Southern California. His fountains, fireplaces, bathrooms, swimming pools, and other installations can be found across the United States.

Batchelder never developed a strong talent for business. Presumably, that is why he took on Frederick L. Brown in 1912 and Lucian H. Wilson in 1920 as partners. Since Batchelder's factory records have bever been found, we do not really know what their duties were, but they seem not to have had any part in the design process or in the actual production of the tiles.

After his business failed in 1932, Batchelder applied himself to many civic duties in Pasadena. In 1938, as the Depression was ebbing, Batchelder, under the influence of a former employee, William Manker, turned to the making of slip-cast ware. Although successful at this totally different ceramic enterprise, Batchelder's greatest accomplishments were in tile making. He designed and produced vast amounts of tiles, employing at the height of

Property Name: Mission Gardens Spec House/ William O. Hart House Page 14 of 98

production, almost 175 workers. The tiles value lies in the fact that they brought beauty to so many American houses and institutions.

#### Significance Analysis: National/State Level

The City of Orange has criteria for evaluating historic districts, but not for evaluating individual resources, such as buildings. While there is potential for this resource to contribute to a Mission Gardens Historic District if the City deems that feasible in the future, this report focuses on the individual significance of the property. Therefore, no further consideration of the City's criteria is provided in this report.

To establish the significance of the home, the National Register of Historic Places, and California Register of Historical Resources criteria can be applied.

#### National Register of Historic Places (NRHP) Criteria

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess at least one of the following:

- A. that are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. that are associated with the lives of persons significant in our past; or
- C. that embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master or that possess high artistic values or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. that have yielded, or may be likely to yield, information important in prehistory or history.

#### California Register of Historical Resources (CRHR) Criteria

- 1. Associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States.
- 2. Associated with the lives of persons important to local, California or national history.
- 3. 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.
- 4. Has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California or the nation.

For the purposes of this report, the evaluation of significance under NRHP and CRHR are combined. This is denoted as A/1, B/2, C/3, and D/4.

In summary, the resource property consists of a single parcel developed in 1923-1924 with a single-family residence in the Tudor-revival style. The property was one of, if not the first, property developed in the new Mission Gardens subdivision, which was a speculative development west of developed Orange at the time. The first owner of the resource property was William O. Hart, notable Orange citizen and newspaper magnet. Future owners C.C Bonebrake State of California & Natural Resources Agency DEPARTMENT OF PARKS AND RECREATION Primary# HRI # Trinomial

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 15 of 98

and Elmer Swift were also noteworthy business owners in Orange.

**Criterion A/1:** Historic Contexts: Growth of Orange, Mission Gardens, Orange Business Development (William O. Hart, CC Bonebrake, Elmer Swift).

Under Criterion A/1, this building was constructed in the early part of the 20<sup>th</sup> century during the transition between "growing up" and "growing out". After World War I, businesses began moving further and further west from downtown. State Highway 101 came down West Chapman as far as Main Street, before turning south towards Santa Ana. This corner is where subdivision developers focused their Mission Gardens neighborhood at. Since this was midway between Orange and Santa Ana, it was dubbed "Orana". In the early part of the 20th century, the resource property and surrounding lands were mostly developed with groves. Aerial photography shows that the subdivision was developed on the edge of numerous acres of orange groves. Historic aerial photographs from 1946 show that there was a residence, an outbuilding, and groves in the project area and nearby properties were similarly developed (County of Orange var.). An aerial photograph from 1960 confirm the fast westward expansion of Orange, and also shows that considerable development had taken place on the surrounding properties.

As the first completed house in the Mission Gardens subdivision, this resource is indicative of a historically significant event in Orange, the westward expansion of the original business and residential district. As a residence constructed with a timely style and craftsmanship, draws a link between the early success of businesses in Orange, and the need for westward expansion and growth.

Further, this resource is tied to significant business owners within the City of Orange.

#### William O. Hart

Born in Iowa, William Ord Hart in 1885, Hart would become one of Orange's most revered residents. The publisher of the Orange News and the postmaster of the town, Hart arrived in Orange from Berkeley in 1910 and would go on to marry Elsie M. Clough. They would have five children together, all of whom lived in the resource property. Hart purchased the home for 167 North Little Main from Harry Gail, one of the subdivision developers, who had been advertising his Mission Gardens development in Hart's newspaper. The house was built in 1923 and the family moved in shortly thereafter.

#### Casey and Cecil Bonebrake

Casey (C.C) Bonebrake and his family moved into the resource property in 1929, but his connection with Little Main goes back to its origins. The city planner for both Santa Ana and Orange, Bonebrake's signature can be found on the original tract drawings for Mission Gardens as the City Engineer. While CC was an important figure at City Hall, his wife Cecil, was the president of the Women's Club and active in society events. They raised three children and would see their daughter Margaret get married at the resource property. The family rented the home at 167 North Little Main from Clara and Walter Smith, and a cancelled check found in the resource property attic, the rent was \$35/month in 1930.

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## **CONTINUATION SHEET**

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#### Elmer Swift

The owner of Orange Pharmacy, Elmer Swift purchased 167 North Little Main in April 1938 with his wife Blenda. The family appears in the newspapers for minor injuries to their children during their residency.

Orange Pharmacy was originally located at 106 North Glassel Street (extant).

167 North Little Main Street is significant on the local level of significance for its association with the growth of Orange, and for its association with the development of Orange's business affiliations.

**Criterion B/2**: Not significant. Although William O. Hart and C.C Bonebrake, along with Elmer Smith were all prominent Orange businessmen, their association falls under Criterion A.

#### Criterion C/3: Historic Contexts: Residential Development/Styles of Orange, Batchelder Tile Company

167 North Little Main is significant on the local level of significance for its unique and rare Tudor revival style and for its associated craftsmanship as seen through the use of Batchelder tiles.

The subject property at 167 North Little Main is a 1 ½ story single family home constructed in 1923 in the Tudor Revival style and features a front facing gable with wing, one of the subsections of Tudor Revival according to Virginia McAlester.<sup>5</sup> The residence features steeply pitched cross-gable roofs; stucco over wood frame construction; a primary focal window; and a concrete foundation. The residence also features a stucco chimney with interior fireplace ornamentation.

The main façade prominently features a prominent front-facing clipped gable that is steeply pitched. The southern façade is dominated by a gable end, also steeply pitched and clipped. The entry porch features a solid wood door. Fenestration of the primary façade consists primarily of arched, wooden frame and sash, divided light windows, along with casement windows. Modifications to the resource are minimal and consist of the replacement of a southern façade entry door, the alteration of location of the front door, and a small dormer addition on the rear façade. There was also the application of a top-coat of fine sand finish stucco across all surfaces in a historically appropriate finish.<sup>6</sup>

The Tudor Revival style of architecture rose to prominence in the early 20<sup>th</sup> century. It was a dominant style of domestic building for a wide range of American cities.<sup>7</sup> Popular in Orange in the 1920s and 1930s, Tudor Revival architecture is loosely based on a variety of late Medieval English styles and influences, but unlike some English prototypes, Tudor Revival style houses exhibit steeply pitched gable roofs that dominate the facades. Other character defining features include the use of stucco as well as wood cladding and veneer, along with tall wood windows. Decorative half-timbering is only present in about 1/3 of Tudor examples.<sup>8</sup> The style is defined by its decorative use of multiple materials – including brick, stone, and/or stucco – as well as its use of casement windows, irregular massing, and the use of the Tudor arch.<sup>9</sup> The style's flexibility allows for great variation of expression and the

- <sup>8</sup> Ibid.
- <sup>9</sup> Ibid.

<sup>&</sup>lt;sup>5</sup> Virginia McAlester, 458

<sup>&</sup>lt;sup>6</sup> Verified through original stucco sample.

<sup>&</sup>lt;sup>7</sup> Mcalester, 454

Property Name: Mission Gardens Spec House/ William O. Hart House Page 17 of 98

individualization of each house's plan and decor to the builder or owner.<sup>10</sup>

In its current appearance, 167 North Little Main features several character defining features that support the Tudor Revival style of architecture. These include two-story stucco-clad structure, a prominent front gable, a steeply pitched cross gable main roof, and the arched focal windows on the front facade. The clipped gable ends are also character defining, along with the arched front perimeter wall. The resource also retains its original wooden windows, including the arched windows that exists on the main façade. According to Virginia McAlester, American Tudor homes commonly use a combination of casement and double-hung windows, and typically had one or more groupings of these wooden or metal windows. Focal windows, such as what is seen on the main elevation of this residence, were a typical elaboration. All of these elements showcase that 167 North Little Main is an good, intact example of Tudor Revival style architecture remaining in the City of Orange.

**Criterion D/4**: The resource was constructed using common materials and methods for the time. No evidence was found that suggested the property may yield important information in prehistory or history. 167 North Little Main is not significant under Criterion D with the current research and knowledge.

Significance Statement: The house continues to convey the historic significance of custom ranch architecture by embodying the historic characteristics associated with the style, and for being associated with a Master Architect, Thomas Shepherd.

#### **INTEGRITY EVALUATION**

To be eligible for designation under any Significance Criteria, a resource must retain integrity. According to the National Park Service (NPS), the integrity of a resource is determined by "the ability of a resource to convey its significance." In this case, the house is significant under Criteria A/1 and C/3 for its association with the westward expansion of Orange along with its business development, along with its rare Tudor Revival style, respectively. In the context of these areas of significance design, workmanship, and association should be considered closely.

What follows is an evaluation of integrity only; see the preceding section for an evaluation of significance and the following section for a final eligibility conclusion.

**Location: The place where the historic property was constructed or the place where the historic event occurred.** The house <u>does</u> retain sufficient integrity of location to convey its significance. 167 North Little Main was constructed in the Mission Gardens subdivision. The house has not been moved since its construction, retaining integrity of location.

#### Setting: The physical environment of a historic property.

167 North Little Main has been sited on the same parcel its original construction in 1923. Although the surrounding areas were originally orange groves, the single-family residence setting of the property has not changed.

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 18 of 98

The house's setting within the physical environment of Orange and the surrounding single-family residence neighborhood in the Mission Gardens subdivision remains intact. Some homes in the neighborhood have been constructed or remodeled since 1923, which does not adversely impact the setting. The surrounding areas have been developed since the construction of the home- which does degrade the integrity of the broader setting but not the immediate setting.

## Design: Design is defined as the combination of elements that create the form, plan, space, structure, and style of a property.

The house <u>does</u> retain sufficient integrity of design to convey its significance. The Tudor Revival house retains integrity of design as it contains elements distinctive to the Tudor Revival style. Character defining features such as steeply pitched roofs with a dominating clipped front gable, multi-pane windows, stucco, and focal arched windows are present on this house. These character defining elements, coupled with the general form, plan and massing of the Tudor Revival style, display the integrity needed to support designation under Criterion C.

Having been modified very little since the time of construction, the residence expresses a high degree of design integrity and demonstrates eligibility for designation under Criterion C – Architecture for embodying the distinctive characteristics of an architectural style, type and period. No large additions have been made to the original building and the only addition was an addition to an original dormer.

The changes that were made, such as the replacement of the front door, side door, and new rear door follow the Secretary of Interior Standards for Rehabilitation by being made in-kind and are reversible. These changes do not impact the integrity of design, as they do not impact the form, plan, space, structure, or Tudor Revival Style. The modifications, summarized in the construction history, follow the Secretary of Interior Standards for the Treatment of Historic Properties. The property is able to continue to convey the original design to those observing it, and remains eligible for designation under Criterion C.

## Materials: The physical elements that were combined or deposited during a particular period of time and in a pattern or configuration or form a historic property.

The house <u>does</u> retain sufficient integrity of materials to convey its significance. The *vast majority* of the fabric appears original throughout the house. The house retains all original wood windows, it retains it's original front door, and original chimney. The alterations to materials that were made complement the original structure with in-kind or compatible materials. The wooden windows have been repaired and are in good condition. The skim coat of stucco was done in the historically accurate finish- also improving the integrity of materials. Overall, the structure demonstrates a level of integrity that strongly supports designation under Criterion C.

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Workmanship: Workmanship is defined as the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

The house <u>does</u> retain sufficient integrity of workmanship to convey its significance. The high integrity of workmanship is demonstrated in the high standard of construction. Original construction designs, fabrication, and finishing details, such as the front elevation focal windows and clipped gable ends, support integrity of workmanship and designation under Criterion C.

#### Feeling: The property's expression of the aesthetic or historic sense of a particular period of time.

The house <u>does</u> retain sufficient integrity of feeling to convey its significance. The property still reflects the customranch aesthetic design and the setting of the original design and location. Additionally, since few modifications have been made, the house retains and expresses integrity of feeling and supports designation under Criterion C.

#### Association: The direct link between an important historic event or person and a historic property.

The house <u>does</u> retain sufficient integrity of association to convey its significance. The property has not been significantly altered, retaining the original designed elements.

#### **Eligibility Conclusion:**

167 North Little Main Street is significant at the local level of the National Register of Historic Places under Criterion A in the themes of community planning and social history for being associated with the westward expansion of the City of Orange, along with being associated with prominent businessmen of Orange, including William O. Hart. The property is also significant at the local level of significance with themes of architecture under Criterion C for its rare and intact Tudor Revival architecture within the City of Orange.

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/William O. Hart House Page 20 of 98

#### REFERENCES<sup>11</sup>:

Ancestry.com. United States Federal Census, 1900-1940 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2004. Accessed March 2021

- Ancestry.com. U.S. City Directories, 1822-1995 [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2011. Accessed March 2021.
- City of Orange. Planning Department. Digitized Permit Records. Accessed March 2021.

County of Orange, Office of the Recorder, Plat Map Records.

GoogleMaps. Accessed March-July 2021.

McAlester, Virginia Savage. A Field Guide to American Houses: The Definitive Guide to Identifying and Understanding America's Domestic Architecture. New York: Alfred A. Knopf, 2013.

Sanborn Fire Insurance Maps, Orange, CA. Sanborn.umi.com. Accessed April 2021.

<sup>&</sup>lt;sup>11</sup> For further references see Attachment F- Works Cited **DPR 523 (1/95)** 

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#### **CONTINUATION SHEET**

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# **ATTACHMENT A**

#### **Building Development Information**

- A.1 Historic Aerials
- A.2 Site Plan with Building Footprint

## **CONTINUATION SHEET**

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#### A.1 – Historic Aerials (1946)



1946 Aerial showing West Chapman Avenue on the south. The image shows that Mission Gardens subdivision was still relatively "westward" expansion of Orange, surrounded by agriculture land. Courtesy of Historic Aerials.

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/William O. Hart House Page 23 of 98

#### A.1 – Historic Aerials (1963)



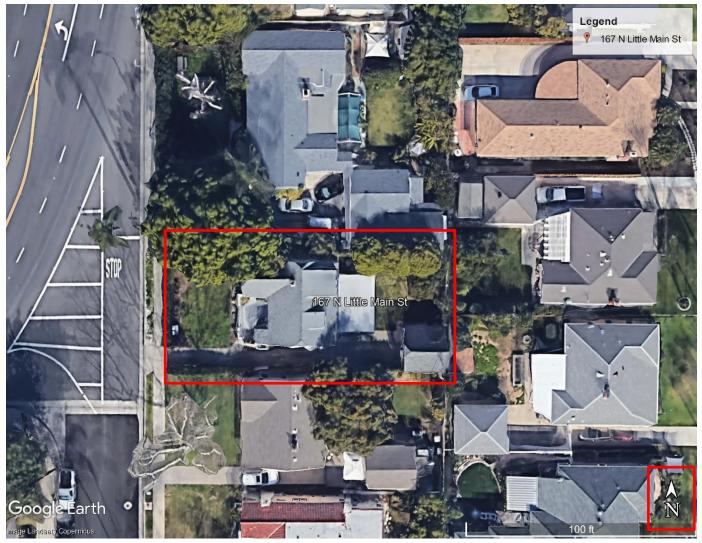
1963 Aerial showing West Chapman Avenue on the south and West Maple in the center. The rapid development of Main Street, leading to the renaming of Main Street to Little Main Street is shown. Courtesy of Historic Aerials.

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## **CONTINUATION SHEET**

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#### A.2 – Site Plan with Building Footprint



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#### **CONTINUATION SHEET**

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# **ATTACHMENT B**

#### **Ownership and Occupant Information**

- B.1 Chain of Title
- B.2 City Directory Listing of Occupants
- B.3 Deed from Time of Construction

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#### **CONTINUATION SHEET**

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of

# – Chain

Title

#### California Lot Book, Inc. *dba California Title Search Co.* P.O. Box 9004 Rancho Santa Fe, CA 92067 (858) 278-8797 Fax (858) 278-8393 <u>WWW.LOTBOOK.COM</u>

#### **Chain of Title Report**

CTS Reference No.: 0421155

IS Architecture 5645 La Jolla Blvd. La Jolla, CA 92037 Attn: Kelsey Kaline

Title Search Through:	March 26, 2021
Property Address:	167 North Little Main Street Orange, CA 92868
Assessor's Parcel No.:	039-041-03
Assessed Value:	\$729,300
Exemption:	None
	<b>Property Characteristics</b>
Use:	SFR
Improvements:	1,666 square feet

#### Legal Description

LOT 7, TRACT 515, MISSION GARDENS, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 18, PAGE 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 27 of 98

#### California Lot Book, Inc., dba California Title Search Co. CTS Reference No.: 0421155

Chain of Title (January 16, 1924 through March 26, 2021)

M. E. Jewell Harry M. Gail and Edith M. T. Gail January 16, 1924, #35921, Deed Book 505, Page 130
Harry M. Gail and Edith M. T. Gail W. O. Hart and Elsie M. Hart January 16, 1924, #35922, Deed Book 505, Page 131
W. O. Hart and Elsie M. Hart Clara M. Smith December 22, 1927, #40958, Official Records Book 118, Page 139
Clara M. Smith Elmer N. Swift and Blenda J. Swift April 21, 1938, #8882, Official Records Book 936, Page 256
Elmer N. Swift Blenda J. Swift March 29, 1944, #9076, Official Records Book 1241, Page 357
Blenda J. McNamara, who acquired title as Blenda J. Swift Kirschner J. De Loge and Elsie De Loge November 29, 1945, #42846, Official Records Book 1372, Page 130

Please be advised that this is not Title Insurance. The information provided herein reflects matters of public record which impart constructive notice in accordance with California Insurance Code 12340.10

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 28 of 98

7. Grant Deed	Kirschner J. DeLoge and Elsie DeLoge
Grantor:	Carl E. Schroeder and Lydia C. Schroeder
Grantee:	September 3, 1946, #43820, Official Records Book 1447,
Recorded:	Page 303
8. Grant Deed	Carl E. Schroeder and Lydia C. Schroeder
Grantor:	Melvin Manell and Georgia Manell
Grantee:	December 15, 1953, #85724, Official Records Book 2633,
Recorded:	Page 272
9. Grant Deed	Melvin Manell
Grantor:	Georgia Manell
Grantee:	May 13, 1977, #23078, Official Records Book 12194,
Recorded:	Page 109
<ul><li>10. Judgment Settling First Compensation for Ordinary Estate of: Distributed to:</li><li>Recorded:</li></ul>	and Final Account and Report of Administrator Allowing y Services and of Final Distribution Georgia Lucille Manell Melinda Ann Nelson, 1/4 interest; Susan Helen Smith, 1/4 interest; Michael Vold Manell, 1/4 interest; and James Mark Manell, 1/4 interest January 11, 1983, Recorders File No. 83-014435
<ul><li>11. Quitclaim Deed</li><li>Grantor:</li><li>Grantee:</li><li>Recorded:</li></ul>	Michael Vold Manell Darrell E. Nelson and Melinda A. Nelson February 10. 1983, Recorders File No. 83-066772
12. Quitclaim Deed Grantor: Grantee: Recorded:	Susan Helen Smith Darrell E. Nelson and Melinda A. Nelson February 10. 1983, Recorders File No. 83-066773

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#### **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 29 of 98

13. Quitclaim Deed Grantor: Grantee: Recorded:	James Mark Manell Darrell E. Nelson and Melinda A. Nelson February 10. 1983, Recorders File No. 83-066774
14. Grant Deed Grantor:	Darrell E. Nelson and Melinda A. Nelson, aka Melinda Ann Nelson
Grantee: Recorded:	Darrell Eugene Nelson and Melinda Ann Nelson April 19, 1983, Recorders File No. 83-162205
15. Grant Deed Grantor:	Darrell E. Nelson and Melinda A. Nelson, aka Melinda Ann Nelson
Grantee: Recorded:	John Norman Kanaster and Harry Lance Kanaster May 20, 2009, Recorders File No. 2009000255325
16. Interspousal Transfer	Grant Deed
Grantor:	Kiersten Dianne Kanaster
Grantee:	John Norman Kanaster
Recorded:	August 14, 2014, Recorders File No. 2014000329522
17. Grant Deed	
Grantor:	John Norman Kanaster and Harry Lance Kanaster
Grantee:	Thomas Heffernan
Recorded:	August 14, 2014, Recorders File No. 2014000329523
18. Grant Deed Grantor: Grantee: Recorded:	Thomas Heffernan Michael J. Knight and Jerrica E. Shearn November 15, 2018, Recorders File No. 2018000430685
19. Grant Deed Grantor: Grantee:	Michael J. Knight and Jerrica E. Shearn Michael J. Knight, Jerrica E. Shearn and Stephen H Shearn and Lani K. Shearn, Trustees
Recorded:	January 9, 2019, Recorders File No. 2019000008151

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#### CONTINUATION SHEET

Property Name: Mission Gardens Spec House/ William O. Hart House Page 30 of 98

20. Affidavit Change of Th	rustee
Trustees:	Stephen H Shearn and Lani K. Shearn
Successor Trustee:	Stephen H Shearn
Recorded:	April 17, 2020, Recorders File No. 2020000174288
21. Grant Deed	
Grantor:	Michael J. Knight and Jerrica E. Knight, who acquired title as
	Jerrica E. Shearn, and Stephen H Shearn, Successor Trustee
Grantee:	Michael J. Knight and Jerrica E. Knight
Recorded:	April 17, 2020, Recorders File No. 20200000174289

- End of Report -

Note: We find no recorded evidence of a Notice of Completion.

\*\*\*\*\*

Please be advised that this is not Title Insurance. The information provided herein reflects matters of public record which impart constructive notice in accordance with California Insurance Code 12340.10. Note that we are not a Title Insurance Company, and that no express or implied warranty as to the accuracy or completeness of the information provided herein is granted. Our work has been performed under short time constraints with a quick turn around, and is based in part on the use of databases outside of our control. The recipient hereby acknowledges that California Lot Book, Inc. assumes no liability with respect to any errors or omissions related to the information from the property owners, and if a search was performed for liens recorded against owner names, we cannot be sure that the information provided relates to the actual property owners, or is complete with respect to the property owners. In any event, our liability is limited to the amount of fees collected for the information provided herein.

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 31 of 98

## B.2 – City Directory Listing of Occupants

<u>Year</u>	<u>Name(s)</u>
1923-1928	William O. Hart, Elsie M. Hart
1929-1937	Casey Bonebrake, Cecil Bonebrake
1928-1944	Elmer N. Swift, Blenda J. Swift

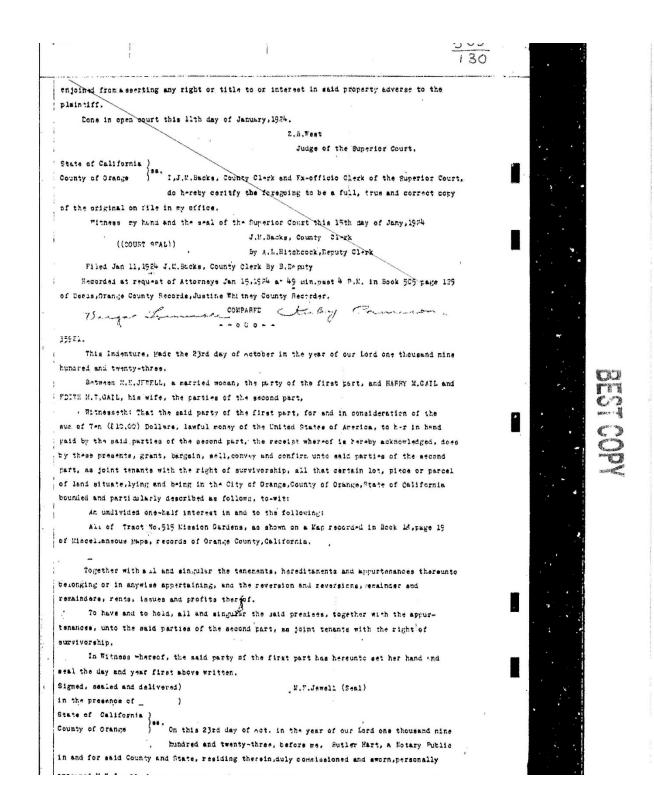
	De 11		67 N. Little Main St			Address Name
1020	Resident	Spouse	Kid	Kid	Kid	
1920 1921						
1922						
1923 1924						
1924	William O. Hart - 40	Elsie M XX				467.01.04.1
1926	William O. Hart - 40	LISIE IVI XX				167 N. Main
1927	William O. Hart - 41					167 N. Main
1928	Casey Bonebrake - 42	Cecil P 39	Margaret V 16	Robert L 11	Lieuward Mar. 0	167 N. Main
1929	Casey Bonebrake - 43	Cecil P 40	Margaret V 17	Robert L 11 Robert L 12	Howard W 9	167 N. Main
1930	Casey Bonebrake - 44	Cecil P 40 Cecil P 41	Margaret V 17 Margaret V 18	Robert L 12 Robert L 13	Howard W 10	167 N. Main
1930	Casey Bonebrake - 45	Cecil P 41 Cecil P 42	Margaret V 18 Margaret V 19	Robert L 13 Robert L 14	Howard W 11	167 N. Main
1932	Casey Bonebrake - 46	Cecil P 42 Cecil P 43	Margaret V 20	Robert L 14 Robert L 15	Howard W 12	167 N. Main
1933	Casey Bonebrake - 40	Cecil P 43 Cecil P 44	Margaret V 20 Margaret V 21	Robert L 15 Robert L 16	Howard W 13 Howard W 14	167 N. Main
1934	Casey Bonebrake - 48	Cecil P 44 Cecil P 45	Margaret V 22	Robert L 16 Robert L 17		167 N. Main
1935	Casey Bonebrake - 49	Cecil P 45 Cecil P 46	Margaret V 22	Robert L 17 Robert L 18	Howard W 15	167 N. Main
1936	Casey Bonebrake - 50	Cecil P 48 Cecil P 47	-	Robert L 18 Robert L 19	Howard W 16	167 N. Main
1937	Casey Bonebrake - 51	Cecil P 47 Cecil P 48	Margaret V 24	Robert L 19 Robert L 20	Howard W 17	167 N. Main
1938	casey bolleblake - 51	Cecii F 40	Margaret V 25	Kobert L 20	Howard W 18	167 N. Main
1939	Elmer N. Swift - 34					
1940	Elmer N. Swift - 35	Blenda J 30	Lois - 8	Norman - 3	Della Marthau La L	
1941	Linter N. Switt - 55	Blenda J 30	LUIS - O	Norman - 3	Della Mother In L	aw
1942		Blenda J 31				
1943		Blenda J 33				
1944		Blenda J 34				
1945	-	Blenda J 35				
1946		Dienua J 35				
1947	C. E. Schroeder - Ben 4					
1948	C. E. Schroeder	t Carha				
1949	C. E. Schroeder					
	C. E. Schroeder					49-167 6444 Main
1951	C. E. Schroeder					in a citad
1952	C. E. Schroeder					Mein
1953	C. E. Schroeder					
1954	C. E. Schroeder					
1955						
1956						
1957						
1958	Melvin Manell					
1959	Melvin Manell					
1960	Melvin Manell					
1961	Melvin Manell					
1962	Melvin Manell					
1963	Melvin Manell					
1964	Melvin Manell					

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#### **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 32 of 98

#### B.3 – Deed From Time of Construction



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#### CONTINUATION SHEET

Property Name: Mission Gardens Spec House/ William O. Hart House Page 33 of 98

#### B.3 – Hart Family Acquisition Deed

505/131 .h. wishin instrument, and she acknowledged to me that she executed the same. In Sitness Thereof, I have bereunto art my hand and affixed my official seal the day and year in this certificate first above written. ((SEAL)) Butler Hart Notary Public in and for said County and State Filed for record at the request of Grantes Jan 16,1526 at 30 minutes part & o'clock A.F. and recorded in Volume 505 of Deels, rage 130 Orange County Records, Justine Whitney Recorder By Hattie Powers, Deputy Recorder. CORPARED + tracking - Francisco war Verga tumpe ...... 35922. This Indenture, Made the 6th day of December in the year of our Lord one thousand nine hundred and twenty-three. Between HARRY M.GAIL and EDITH M.T.GAIL, his wife, the parties of the first part, and W.O. HART and ELSIE M. HART, his wife, the parties of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Bollars, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto said parties of the second part, as joint tenants with the right of survivorship, all that certain hot, piece or parcel of land situate, lying and being in the City of Orange, County of Orange, Stare of California counted and particularly described as follows, to-wit: Lot Seven (7) of Tract No.515 Eission Gardens, as shown on a kap recorded in dook id." I page 19 of Miscellaneous Kaps, pecords of Orange County, California. Subject to the conditions, reservation and restriction that no residence shall be precised on sold premiases which shall upst lean than \$5000.00 and that no part thereof shall be closer than 35 feet from the front street line; that no building shall be erected on said lot other than a single private dwelling or private garage; and that said precises shall not be occupied by, rented or leased to any person other than of the "hite or Caucasian . Race. Provided further, that a breach of any of the foregoing conditions shall cause the title to said premises to revert to the said Grantors, their successors, devisies or assigns such of whom respectively shall have the right of immediate re-entry upon said presises in the event of any such breach. Reserving a right of way over the rear three fest to pince and maintain pol-s for telephone, electric light and power. U.S.I.R.S.19.00 Together with all and singular the tensments, hereditaments and appurtenances thereunta belonging or in anywise appartaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To have and to hold, all and singular the said presides, together with the appurtonanced, unto the said parties of the second part, as joint tenants with the right of survivorship. In Witness Thereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written. . Signed, sealed and delivered) Harry 2,Oail (Seal) Edith F.T.Gail (Seal) in the presence of \_\_\_\_\_)

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### **CONTINUATION SHEET**

Property Name: Page <u>34</u> of 98\_

# **ATTACHMENT C**

Maps

C.1 USGS Maps

1896

1932

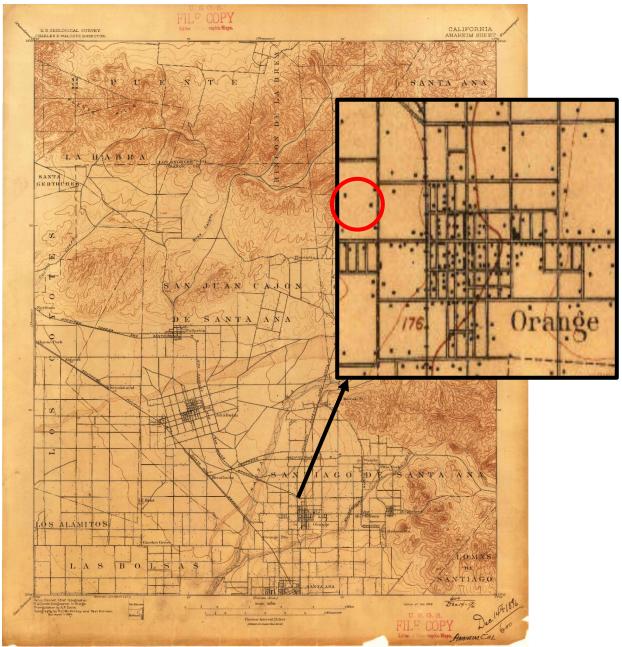
- 1949
- C.2 Subdivision Map (1,2)

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/William O. Hart House Page 35 of 98

#### C.1 – USGS Map (1896)

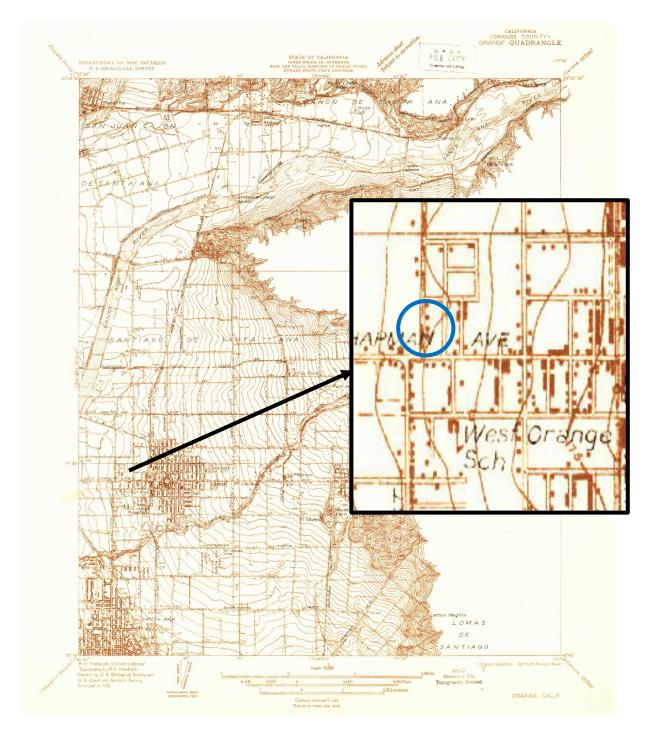


Courtesy of USGS.gov

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 36 of 98

### C.1 – USGS Map (1932)

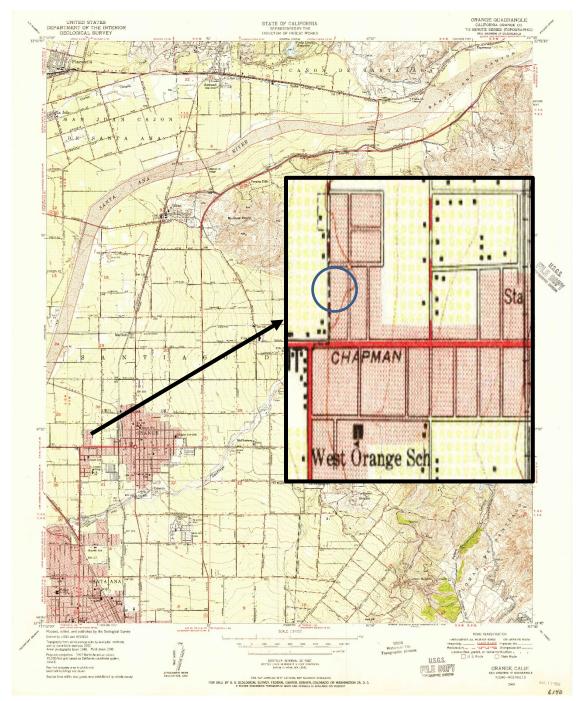


Courtesy of USGS.gov

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 37 of 98

#### C.2 – USGS Map (1949)



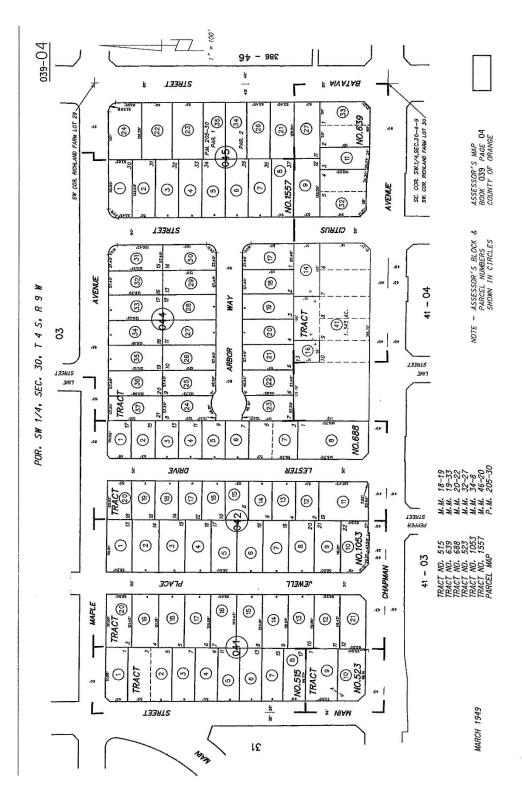
Courtesy of USGS.gov

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 38 of 98

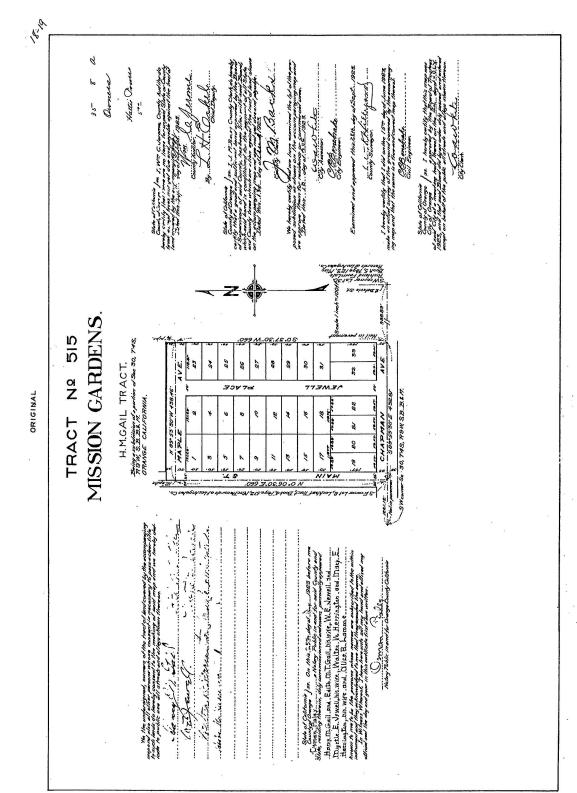
#### C.3 – Subdivision Map (Sheet 1 of 2)



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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 39 of 98



## C.3 – Subdivision Map (Sheet 2 of 2)

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 40 of 98

# **ATTACHMENT D**

#### Photographs

- D.1 Current Photographs West (Main) Elevation
- D.2 Current Photographs North Elevation
- D.3 Current Photographs East (Rear) Elevation
- D.4 Current Photographs South Elevation
- D.5 Current Photographs Site Features
- D.6 Current Photographs Interior Features

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 41 of 98

#### D.1 – Current Photographs (West (Main) Elevation)



D.1-1. Main Elevation Context View Looking East, Real Estate Listing 2018.



D.1-2. Main Elevation, Front View looking Northeast. IS Architecture, 2021. DPR 523 (1/95)

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 42 of 98

D.1 – Current Photographs (West (Main) Elevation)



D.1-3. Main Elevation, Focal Window. IS Architecture, 2021.

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 43 of 98

D.1 – Current Photographs (West (Main) Elevation)



D.1-4. Main Elevation, Front Door and Patio. Real Estate Listing, 2018.



D.1-5. Main Elevation, Front Façade, Patio, and Perimeter Wall. Real Estate Listing, 2018. PPR 523 (1/95)
\*Re

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 44 of 98

D.1 – Current Photographs (West (Main) Elevation)



D.1-6. Main Elevation, Front Door Detail. IS Architecture, 2021.

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 45 of 98

D.1 – Current Photographs (West (Main) Elevation)

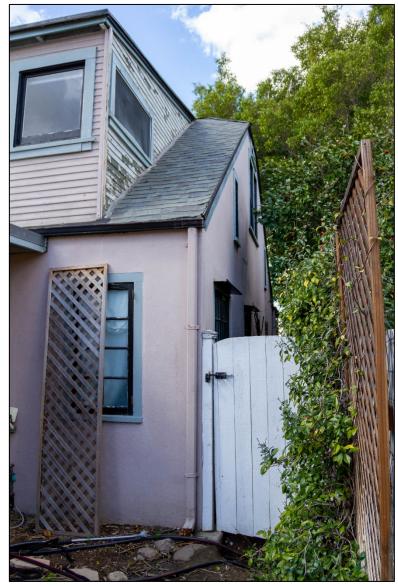


D.2-5. Main Elevation, Central Windows Detail. IS Architecture, 2021.

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/William O. Hart House Page 46 of 98

### D.2- Current Photographs (North Elevation)



D.2-1. North Elevation, Looking West. IS Architecture, 2021

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Property Name: Mission Gardens Spec House/ William O. Hart House Page 47 of 98

D.2- Current Photographs (North Elevation)



D.2-1. North Elevation, Looking East. IS Architecture, 2021

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 48 of 98

D.3 – Current Photographs (East (Rear) Elevation)



D.3.1. Rear Elevation, Looking West. Dormer addition visible. IS Architecture, 2021.



D.3.2. Rear Elevation, Looking Southwest. Dormer addition and garage visible. 2018. DPR 523 (1/95)

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 49 of 98

D.3 – Current Photographs (East (Rear) Elevation)



D.3-3. Rear Elevation window detail. IS Architecture, 2021.

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 50 of 98

#### D.3 – Current Photographs (North Elevation)



D.3-4. Rear Elevation Overview. IS Architecture, 2021.



D.3-5. Rear Elevation Original Dormer vs Addition. IS Architecture, 2021. DPR 523 (1/95)

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 51 of 98

D.3 – Current Photographs (East (Rear) Elevation)



D.3-6. Rear Elevation window detail. IS Architecture, 2021.

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 52 of 98

#### D.4 - Current Photographs (South Elevation)



D.4-1. South Elevation Overview. IS Architecture, 2021.



D.4-2. South Elevation Context. IS Architecture, 2021. DPR 523 (1/95)

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 53 of 98

#### D.4 - Current Photographs (South Elevation)



D.4-3. South Elevation Window Detail. IS Architecture, 2021.



D.4-4. South Elevation Second Level Window Detail. IS Architecture, 2021. DPR 523 (1/95)

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 54 of 98

#### D.5 – Current Photographs (Site Features)



D.5.1. Looking southeast to garage. Real Estate Listing 2018.



D.5-2. Garage side entry detail. IS Architecture, 2021. DPR 523 (1/95)

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## **CONTINUATION SHEET**

Property Name: Page <u>55</u> of 98\_

## D.5 – Current Photographs (Site Features)



D.5.3. Public Right of Way and Driveway Gate. Real Estate Listing 2018.



D.5-4. Public Right of Way and Driveway Gate. Real Estate Listing 2018.

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 56 of 98

D.5 – Current Photographs (Site Features)



D.5-5. Secondary Wooden Driveway Gate. IS Architecture, 2021.

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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 57 of 98

#### D.6 – Current Photographs (Interior Features)

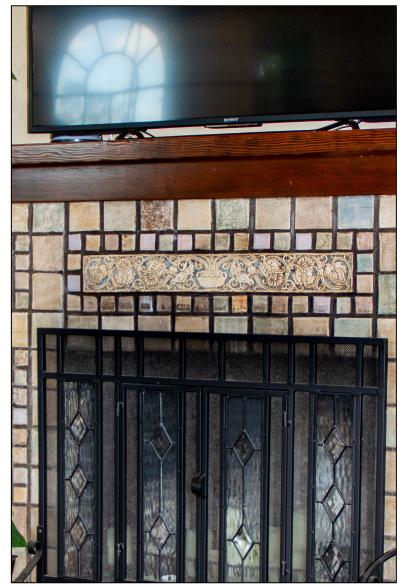


D.6.1. Original Batchelder Tile Fireplace. Real Estate Listing 2018.

## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 58 of 98

D.6 – Current Photographs (Interior Features)



D.6.2. Original Batchelder Tile Fireplace Detail. IS Architecture, 2021.

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## **CONTINUATION SHEET**

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# **ATTACHMENT E**

#### **Supplemental Documentation**

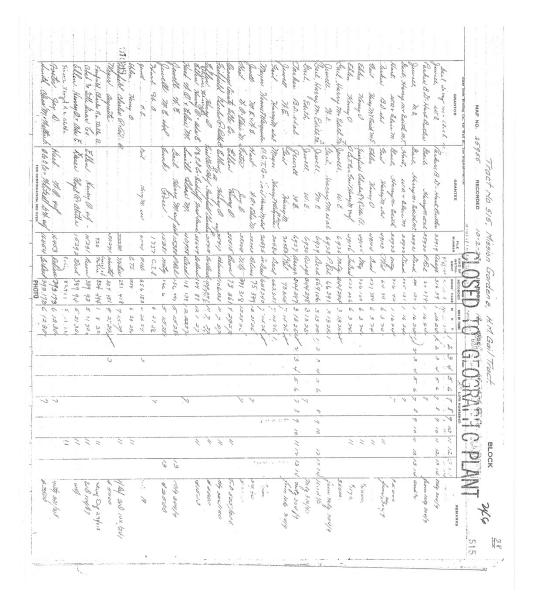
E.1 Criterion A Documentation

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### **CONTINUATION SHEET**

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#### E.1 Criterion A Documentation

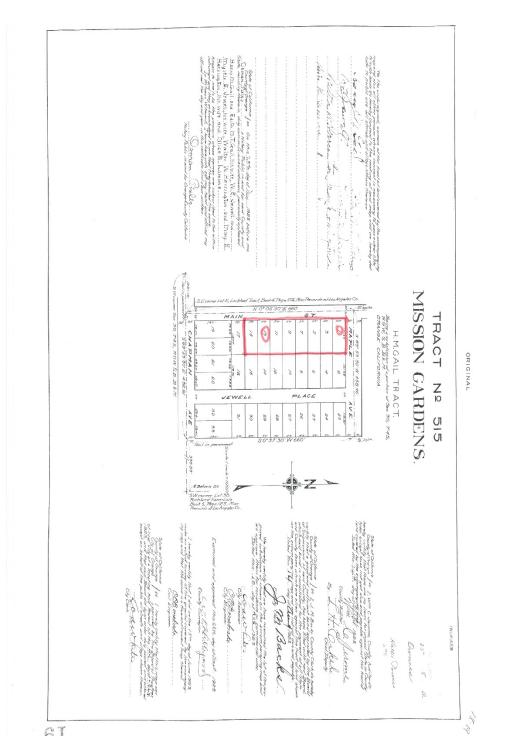


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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 61 of 98

#### E.1 Criterion A Documentation



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## **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/ William O. Hart House Page 62 of 98

#### E.2 Criterion B Documentation



E 2-1. Photo of William Hart.

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#### **CONTINUATION SHEET**

Property Name: Mission Gardens Spec House/William O. Hart House Page 63 of 98

# ATTACHMENT F

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