

REQUEST FOR Historic Resources Commission Action



HISTORIC RESOURCES COMMISSION MEETING DATE:

OCTOBER 29, 2020

TITLE:

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

HISTORIC RESOURCES COMMISSION SECRETARY

APPROVED

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

CONTINUED TO _____

Prepared by Jill Arabe, AICP

Executive Director

Planning Manager

RECOMMENDED ACTION

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

Request of Applicant

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

Project Location and Site Description

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

Analysis of the Issues

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

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


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

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

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

CEQA Compliance

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



Jill Arabe, AICP
Senior Planner

JA:sb

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

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

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

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the of the State of California (hereinafter referred to as “City”), and **888 TOWER APARTMENTS, LLC, a Delaware limited liability company**, (hereinafter collectively referred to as “Owner”), owners of real property located at **888 North Main Street, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **888 North Main Street, Santa Ana, CA, 92701** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

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

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

1. Effective Date and Terms of Agreement.

This Agreement shall be effective and commence on **November 18, 2020**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

2. Renewal.

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

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

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

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

3. Standards and Conditions for Historic Property.

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

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

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

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

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

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

4. Furnishing of Information.

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

5. Cancellation.

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

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

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

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

6. Enforcement of Agreement.

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

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

7. Binding effect of Agreement.

a. Owner hereby subjects the Historic Property, located at **888 North Main Street**, Assessor Parcel Number, **005-185-30**, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed,

delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

8. No Compensation.

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

9. Notice.

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

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

Owners: 888 TOWER APARTMENTS, LLC, a Delaware limited liability company
888 North Main Street
Santa Ana, CA 92701

10. General Provisions.

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

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

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

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

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

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

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

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

11. Recordation.

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

12. Amendments.

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

13. Effective Date

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

{Signature page follows}

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

OWNER

Date: _____

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

APPROVED AS TO FORM:

SONIA CARVALHO
City Attorney

By: _____
LISA STORCK
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

MINH THAI
Executive Director
Planning and Building Agency

**EXHIBIT A
LEGAL DESCRIPTION**

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

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

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

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

Assessor's Parcel Number: 005-185-30

EXECUTIVE SUMMARY

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

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

Location: Not for Publication Unrestricted

Prehistoric Historic Both

ARCHITECTURAL STYLE: New Formalism

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

SUMMARY/CONCLUSION:

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

EXHIBIT B

EXPLANATION OF CODES:

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

3S: Eligible for the National Register.

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

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

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

Other Listings _____
 Review Code _____ Reviewer _____ Date _____

Page 1 of 6 Resource name(s) or number (assigned by recorder) *Security Bank Building*

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County *Orange County*

*b. USGS 7.5' Quad *TCA 1725*

Date: *August 28, 2017*

*c. Address *888 North Main Street*

City *Santa Ana*

Zip *92701*

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

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

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

(See Continuation Sheet 3 of 6.)

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

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

P5a. Photo



P5b. Photo: (view and date)

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

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

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

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

*P9. Date Recorded:
August 28, 2017

*P10. Survey Type:
Intensive Survey Update

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

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

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

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or #: *Security Bank Building*

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

(See Continuation Sheet 3 of 6.)

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

B9a. Architect: *Welton Becket and Associates*

b. Builder: *Carter Company*

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

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

(See Continuation Sheet 3 of 6.)

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

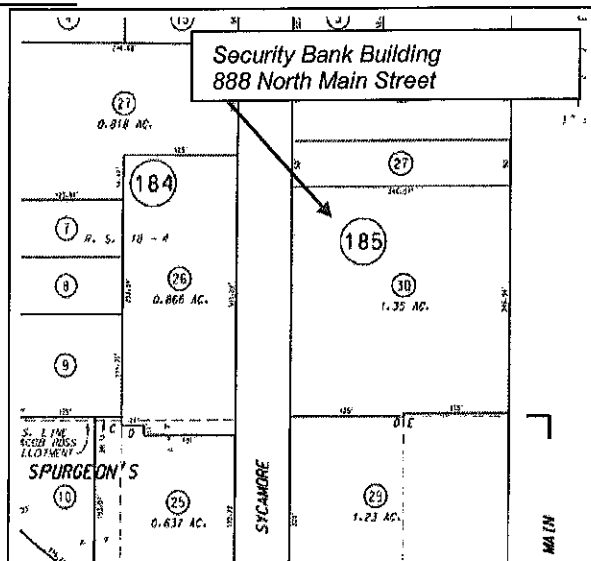
*B12. References:

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

B13. Remarks:

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

(This space reserved for official comments.)



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

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

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

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

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

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

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

Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Early growth was stimulated by the arrival of the Southern Pacific Railroad in 1878 and the Santa Fe Railroad in 1886. Also in 1886, Santa Ana incorporated as a city, and in 1889, the city was selected as the seat of the newly created County of Orange. The city grew outwards from the core, with residential neighborhoods developing around the city center and agricultural uses predominating in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Primary # _____
HRI # _____
Trinomial _____

Page 6 of 6

Resource Name: *Security Bank Building*

*Recorded by *Leslie Heumann*

*Date *August 28, 2017*

Continuation Update

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

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

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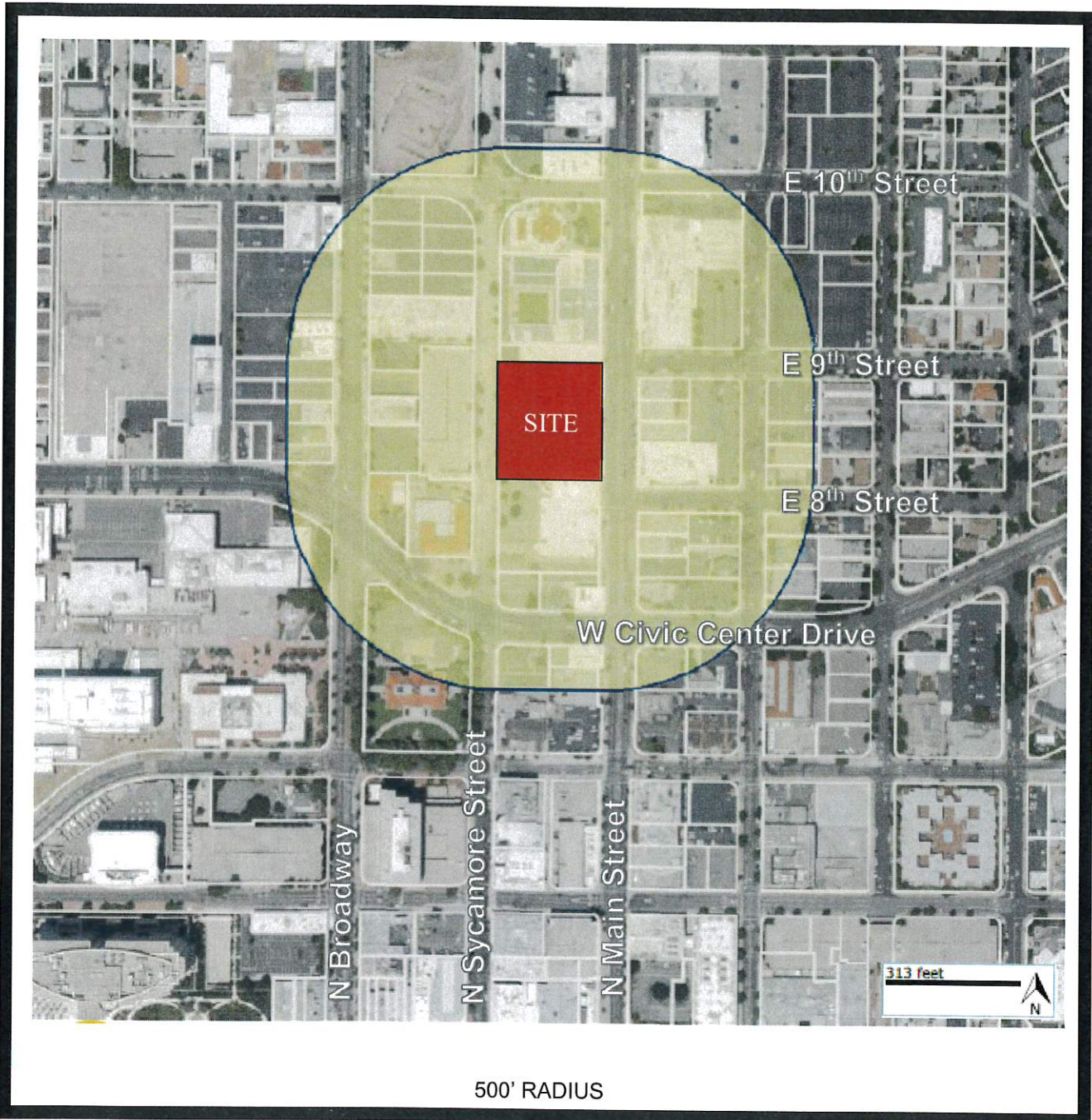
Exhibit C

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

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

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

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



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SITE PHOTOS
EXHIBIT 3