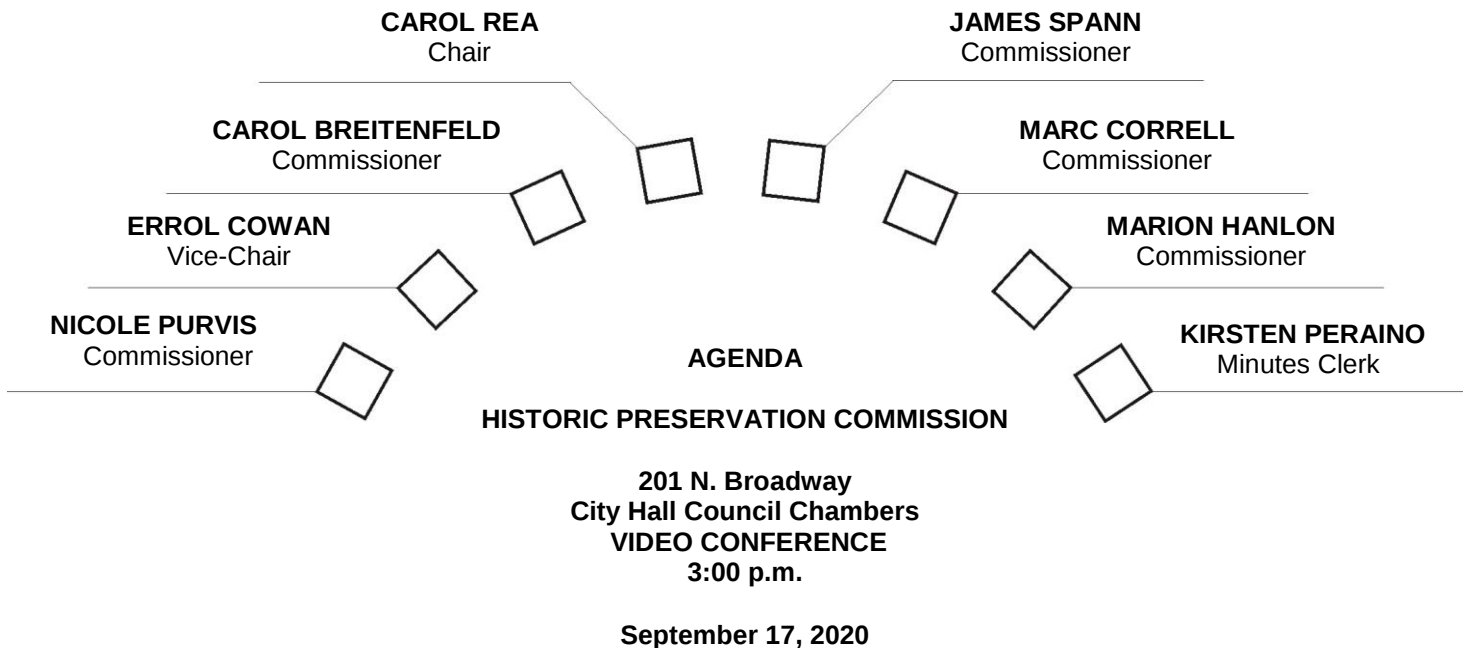


CITY OF ESCONDIDO

Historic Preservation Commission and Staff Seating



- A. CALL TO ORDER
- B. FLAG SALUTE
- C. ROLL CALL
- D. REVIEW OF MINUTES: **July 16, 2020**

The Brown Act provides an opportunity for members of the public to directly address the Commission on any item of interest to the public, before or during the Commission's consideration of the item. If you wish to speak regarding an agenda item, please fill out a speaker's slip and give it to the minutes clerk who will forward it to the Chairman.

Pursuant to Governor Newsom's Executive Orders, including N-25-20 and N-29-20: Certain Brown Act requirements for the holding of a public meeting have been temporarily suspended and members of the Zoning Administrator and staff will participate in this meeting via teleconference. In the interest of reducing the spread of COVID-19, members of the public are encouraged to submit their agenda and non-agenda comments online at the following link <https://www.escondido.org/public-comment-form.aspx>. Council Chambers will be closed, no public allowed.

Public Comment: To submit comments in writing, please do so at the following link: <https://www.escondido.org/public-comment-form.aspx>. If you would like to have the comment read out loud at the meeting (not to exceed three minutes), please write "Read Out Loud" in the subject line. All comments received from the public will be made a part of the record of the meeting. The meeting will be available for viewing via public television on Cox Communications Channel 19 (Escondido only). The meeting will also be live streamed online at the following link: <https://www.escondido.org/> and click on the graphic showing "live stream - meeting in progress".

To watch the archived Planning Commission meeting(s) please visit:
<https://escondido.12milesout.com/presentations/boards-and-commissions-and-state-of-the-city-videos>

Availability of supplemental materials after agenda posting: Any supplemental writings or documents provided to the Historic Preservation Commission regarding any item on this agenda will be made available for public inspection in the Planning Division located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

The City of Escondido recognizes its obligation to provide equal access to public services to individuals with disabilities. Please contact the A.D.A. Coordinator, (760) 839-4643, with any requests for reasonable accommodation, at least 24 hours prior to the meeting.

E. WRITTEN COMMUNICATION:

"Under State law, all items under Written Communications can have no action and will be referred to the staff for administrative action or scheduled on a subsequent agenda."

F. ORAL COMMUNICATION:

"Under State law, all items under Oral Communications can have no action and will be referred to the staff for administrative action or scheduled on a subsequent agenda." This is the opportunity for members of the public to address the Commission on any item of business within the jurisdiction of the Commission.

G. PUBLIC HEARINGS: None

H. CURRENT BUSINESS:

1. [MILLS ACT – Case No. PL 20-0562](#)

REQUEST: Local Register and Mills Act request for a 1964 Adobe known as "The Castle"

ZONING/LOCATION: RE-30 / 2775 Las Palmas Avenue

APPLICANT: Camille Helminski

STAFF: Paul Bingham, Assistant Planner II

STAFF RECOMMENDATION: Approval

2. [AD HOC SUBCOMMITTEE REPORT – Downtown Specific Plan Amendment related to design review requirements for construction activities](#)

REPORT BY: Chairperson Carol Rea

Note: Current Business items are those that under state law and local ordinances do not require either public notice or public hearings. Public comments may be limited to a maximum time of three minutes per person.

I. ORAL COMMUNICATION:

"Under State law, all items under Oral Communication can have no action, and will be referred to the staff for administrative action or scheduled on a subsequent agenda." This is the opportunity for members of the public to address the commission on any item of business within the jurisdiction of the Commission.

J. COMMISSIONER COMMENTS

K. ADJOURNMENT TO NEXT REGULARLY SCHEDULED MEETING ON NOVEMBER 19, 2020

CITY OF ESCONDIDO

**ACTION MINUTES OF THE REGULAR MEETING OF THE
ESCONDIDO HISTORIC PRESERVATION COMMISSION**

July 16, 2020

The regular meeting of the Historic Preservation Commission was called to order at 3:00 p.m. by Chair Rea in Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Carol Rea, Chair; James Spann, Vice-Chair; Carol Breitenfeld, Commissioner; Errol Cowan, Commissioner; and Marion Hanlon, Commissioner.

Commissioners absent: Marc Correll, Commissioner; and Nicole Purvis, Commissioner.

Staff present: Mike Strong, Director of Community Development; Adam Finestone, Principal Planner; Kurt Whitman, Senior Deputy City Attorney; Jay Paul, Senior Planner, Paul Bingham, Assistant Planner II; and Kirsten Peraino, Minutes Clerk.

SELECTION OF CHAIR & VICE-CHAIR:

ACTION:

Commissioner Cowan nominated Commissioner Rea for Chair. Moved by Commissioner Cowan, seconded by Commissioner Hanlon to nominate Commissioner Rea as Chair, Motion carried. Ayes: Cowan, Breitenfeld, Rea, Spann and Hanlon. (5-0) 2 absences - Commissioners Correll and Commissioner Purvis.

ACTION:

Chair Rea nominated Commissioner Cowan for Vice-Chair. Moved by Chair Rea and seconded by Commissioner Breitenfeld to nominate Commissioner Cowan as Vice-Chair, Motion carried. Ayes: Cowan, Breitenfeld, Rea, Spann and Hanlon. (5-0) 2 absences - Commissioners Correll and Commissioner Purvis.

MINUTES:

Moved by Commissioner Cowan, seconded by Commissioner Spann, to approve the minutes of the January 16, 2020 meeting. Motion carried (5-0) 2 absences - Commissioners Correll and Commissioner Purvis.

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION: None.

PUBLIC HEARINGS:

1. NON-EMERGENCY DEMOLITION PERMIT – PHG19-0050, SUB19-0010, ENV19-0007

REQUEST: Non-Emergency Demolition Permit for the demolition of an adobe, Spanish Colonial Revival-style structure known as Hacienda de Vega.

ZONING/LOCATION: S-P – South Centre City Specific Plan (Southern Entry District)

APPLICANT: Brian Jenkins, Forsite Commercial Property Advisors

STAFF: Jay Paul, Senior Planner

STAFF RECOMMENDATION: Recommend City Council approval of the Non-Emergency Demolition Permit
PUBLIC SPEAKERS (SUBMITTED PUBLIC WRITTEN COMMENTS)

Amie Hayes, submitted comments and has no position on project.
Bruce Coons, submitted comments and has no position on project.
Victoria Tenbrink, submitted comments in opposition of the project.
Alexa Clausen, submitted comments in opposition of the project.
Diana Bartletti, submitted comments in opposition of the project.
Shaunte' Johnson, submitted comments and has no position on project.
Katherine Fromm, submitted comments in opposition of the project.
Robin Fox, submitted comments in opposition of the project.
Traci Bass, submitted comments in opposition of the project.
Lucy Berk, submitted comments in opposition of the project.
Maria Weir Werth, submitted comments in opposition of the project.
Jenny Hove, submitted comments in opposition of the project.
Erik Zedelmayer, submitted comments in opposition of the project.

COMMISSIONER ACTION: Moved by Commissioner James Spann, seconded by Commissioner Carol Breitenfeld to approve staff's recommendation. Motion denied (2-2; Chair Rea recused herself and Commissioners Correll and Purvis were absent).

2. NON-EMERGENCY DEMOLITION PERMIT – SUB18-0011, PHG18-0049, ENV18-0009

REQUEST: Non-Emergency Demolition Permit for the demolition of an International-style medical office building

ZONING: S-P – Downtown Specific Plan (SPA-9).

LOCATION: 121 – 141 N. Fig Street (APN 230-163-02-00)

APPLICANT: Ninia Hammond, Integral Communities

STAFF: Adam Finestone, Principal Planner

STAFF RECOMMENDATION: Recommend City Council approval of the Non-Emergency Demolition Permit

COMMISSIONER ACTION: Moved by Commissioner James Spann, seconded by Commissioner Marion Harlon to support staff's recommendation. Motion approved (4-0; Chair Rea recused herself and Commissioners Correll and Purvis were absent).

CURRENT BUSINESS:

1. DISCUSSION ITEM – DOWNTOWN SPECIFIC PLAN AMENDMENT RELATED TO REQUIREMENTS FOR GROUND FLOOR RESIDENTIAL USES

REPORT BY: Mike Strong, Director of Community Development

2. DISCUSSION ITEM – CERTIFIED LOCAL GOVERNMENT ANNUAL REPORT

REPORT BY: Paul Bingham, Assistant Planner II

COMMISSIONER ACTION: Moved by Commissioner Errol Cowan, seconded by Chair Carol Rea to authorize staff to submit the annual report to the Office of Historic Preservation. Motion approved (5-0; Commissioners Correll and Purvis were absent).

ORAL COMMUNICATION: None.

COMMISSIONER COMMENTS: None.

ADJOURNMENT: The meeting was adjourned at 5:24 p.m. until the next regularly scheduled HPC Meeting on September 17, 2020.

Kirsten Peraino, *Administrative
Coordinator* Minutes Clerk

Adam Finestone, *Principal Planner*
Witness

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: September 17 2020

TO: Historic Preservation Commission
FROM: Paul Bingham, Assistant Planner II
REQUESTS: Residence addressed as 2775 Las Palmas Avenue (case number PL20-0562)

1. Local Register listing request,
2. Mills Act contract request and
3. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendations of approval to the City Council

BACKGROUND:

City of Escondido Historical/Cultural Resources Survey

A City of Escondido Historical/Cultural Resources Survey was completed in 1990 (Agis, May 1990). Close to 1,000 resources were inventoried in the survey for their significance. The Survey of 1990 was conducted in compliance with procedures established by the U.S. Department of the Interior, National Park Service and the State Office of Historic Preservation. A Historical/Cultural Resources Survey is a collection of information that identifies documents and describes the historical resources in the community. The survey also associates the resources with historical events and/or people. Among other preservation programs, the survey serves as the basis for historic preservation plans. The survey also fulfills a higher level of historic nomination requirements (Local, State and National), it allows for the applicability of Historic Building Code in regard to rehabilitation/renovation of structures, and justifies local, state and federal funding assistance.

Local Register of Historic Places Listing

The City of Escondido's zoning code Article 40 (Historical Resources), Section 33-794 identifies the process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require approval by the Historic Preservation Commission at a public meeting. The historic resource is evaluated against seven criteria and must meet at least two of the seven.

Mills Act Contract and Property Applying

The Mills Act is a state law that enables owners of designated historic properties to enter into a preservation contract with their local legislative body and receive a substantial reduction in the property taxes. One of the incentives for the preservation of historic and/or cultural resources, approved in 1989, allows property owners of designated historic resources to enter into a Mills Act contract with the City. City Council Resolution 92-409, adopted on October 28, 1992, clarified that a property owner may apply for a Mills Act contract if the resource has been listed as a Local Register property. The current owner is requesting that the subject property be approved for Local Register listing.

The subject property at 2775 Las Palmas Avenue (APN 239-181-07-00) consists of 1.63 acres with a single story Weir Brothers Adobe residence, detached 2-





story adobe garage and serpentine garden walls displaying distinctive artisan craftsmanship. The residence was originally built in 1964 as part of Longview Acres, a subdivision of adobe homes. This property was on the San Diego County Adobe Home Tour in 2014. In 2015 it was presented with a Preservation Award by the City's Mayor recognizing its importance in Escondido's history. The current owner desires to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation.

ANALYSIS

Escondido Historical/Cultural Resources Survey

The applicant has conducted the required historic research and data collection, and has provided the information on the required State Department of Parks and Recreation forms (attached). The information provided by the applicant, including historical background and descriptive analysis of the architectural style, is adequate for the purpose of determining the appropriateness of adding the structures to the survey.

Local Register of Historic Places Listing

This request by the current owner, Camille Helminski, is to consider placing this resource on Escondido's Local Register of Historic Places. At least two of seven criteria identified in Article 40 of the Escondido Zoning Code must be met in order to be listed on the Register. The property meets the following three of the criteria, as described below.

Criterion 5 – Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years.

The existing one story Adobe residence was built in 1964 and is currently 56 years old.

Criterion 6 – Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district.

This residence would be one of several similar adobe properties in the Longview Acres subdivision which have already been listed on the City's Local Register.

Criterion 7 – Escondido historical building that is one of the few remaining examples in the city possessing distinguishing characteristics of an architectural type.

Only a limited number of adobe structures were built in Escondido, and can no longer be built based on current California Building Code requirements. This residence is one of a few remaining examples of Adobe architecture in the City.

Mills Act Contract

The Mills Act contract is for a minimum of ten years, automatically renewed each year unless a notice of non-renewal is filed. The terms of the contract require that the property owner make a commitment to maintain the structure and surrounding property, per a maintenance schedule that has been included with this report (see attached). All improvements must be performed to the Secretary of the Interior Standards. In addition, the applicant has been informed that all exterior modifications require staff review. Staff feels that the proposed Mills Act Contract is appropriate since the property meets the established criteria for a historic resource, and appropriate improvements have been listed.

Respectfully Submitted,

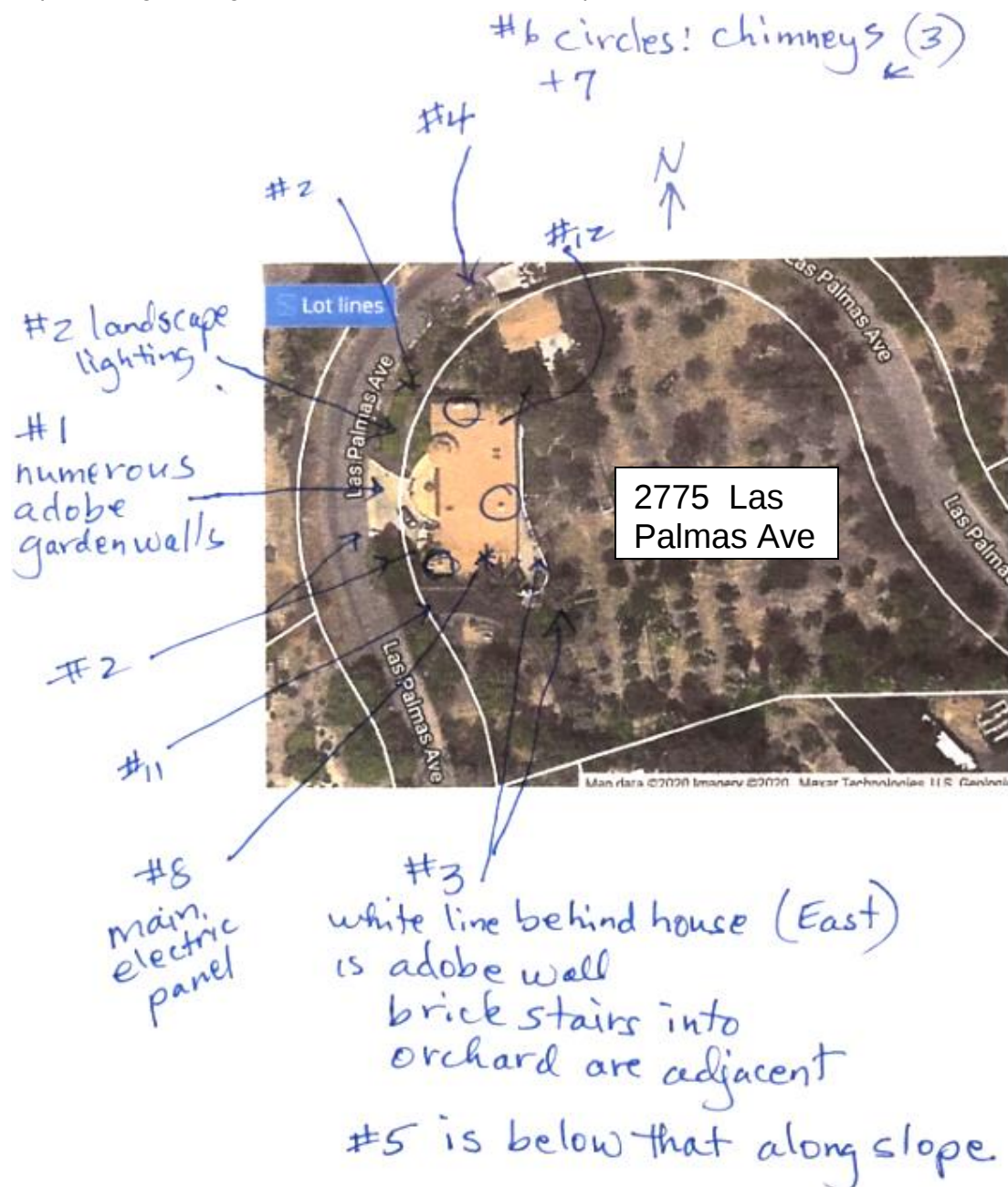
Paul K. Bingham

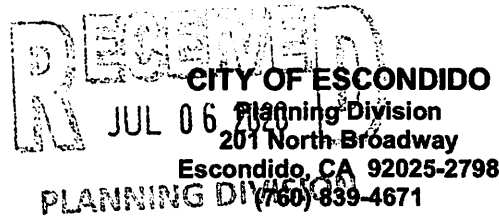
Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Property Address: 2775 Las Palmas Avenue
Property Owner: Camille Helminski

1. Repair and repaint adobe garden wall in front of house
2. Upgrade landscape lighting around the house
3. Repair and repaint adobe garden wall along rear patio and repair brick stairs behind the house
4. Repair retaining wall near garage, install weep holes and repaint
5. Repair retaining wall below house and re-landscape to prevent erosion
6. Upgrade chimney caps
7. Repair adobe on chimneys and repaint them
8. Repair/replace broken tiles in front patio courtyard
9. Repair/replace screening on custom exterior master bedroom doors
10. Reseal garage doors
11. Increase berm along southwest edge of driveway and adjacent southern neighbor's driveway to prevent further storm water runoff into driveway.
12. Repair wrought iron gate at northwest corner of back patio





FOR INTERNAL USE ONLY	
Case No.:	PL 20-0562
Date Received:	7/6/20
Received By:	P.B.
Fees Received:	NA
Date Approved:	
Application:	☐ Incomplete
	☐ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

Applicant: Camille Helminski
Address: 1288 Cherokee Road
City/State/Zip: Louisville, KY 40204
Phone No.: (H) 831 234 9248 (W) _____

Present Property Owner: Camille Helminski
Address: 1288 Cherokee Road
City/State/Zip: Louisville, KY 40204
Phone No.: (H) 831 234 9248 (W) _____

Address of Site/Structure: 2775 Las Palmas
Assessor Parcel No.: 239-181-07-00

Present Land Use: E2: Estate II
General Plan Designation: _____
Tier/Neighborhood: _____

Common Name/
Historic Name: The Castle
Architural Style: Adobe

Zoning: RE 30
Related Case File: _____

Put answers to questions 1-3 on the reverse side of this form.

1. Please describe historical aspects of the site or structure as well as any other significant factors which may determine this as an Historic Resource (i.e., special aesthetics; cultural, architectural, or engineering factors; and any dates, events, or persons associated with the site or structure).
2. Has the site or structure been altered in any way from its original design? Explain.
3. Are there any known threats to the site or structure? (i.e., private development, zoning, vandalism, public works, structural damage, etc.)

SUBMITTAL REQUIREMENTS:

- ☒ Complete legal description of property
- ☒ List of past and present occupants/owners
- ☐ 1 copy of site plan
- ☒ Photos of exterior of structure/site
- ☒ Evidence that the property owner has consented to designating the Historic/Cultural Resource as an Historic Landmark/Local Register Property
- ☒ Chain of Title
- ☒ State of California Department of Parks and Recreation Forms 523a & b (attached)

Camille Helminski 6/29/20
Applicant Signature (Date)

Camille Helminski Trustee 6/29/20
Property Owner Signature (Date)

Historic 2775 Las Palmas, Escondido

1. Please describe historical aspects of the site or structure as well as any other significant factors which may determine this as an Historic Resource (i.e., special aesthetics; cultural, architectural, or engineering factors; and any dates, events, or persons associated with the site or structure).

The Weir Brothers constructed this adobe home in 1964, in the "adobe only" neighborhood of Las Palmas. This home was featured on the 2014 San Diego County Adobe home Tour, and has been awarded a historic preservation award from the Escondido Historic Preservation Committee. Twenty years later, owner John Stires undertook the newer upgrades and remodels after 1991. Stires explained that because of the tall turret at the home entrance, the neighbors named it The Castle. When Stires purchased the property, it had a grove of 153 orange trees. Although upgrades have been made to the home, the original architecture remains. Features such as the curved-wall turret, the airy living room, brick fireplace, Saltillo tiles, true parquet flooring and heavy ceiling beams are strong contributors to the Weir construction style. In addition, there are custom hand-painted tiles and wrought iron work done by local Mexican artisans.

1. James V. Jackson and his wife, Gretchen
2. 1975: John W. and Elizabeth Stevens
3. 1991: John Stires
4. 1999: Thomas and Joanne Shapard

2. Has the site or structure been altered in any way from its original design? Explain.

The only change was the conversion by John Stires in 1991 of the attached garage into a master bedroom with arched windows and an outdoor patio.

It is our understanding that at that time the current three-car garage with studio space above was built.

3. Are there any known threats to the site or structure? (i.e., private development, zoning, vandalism, public works, structural damage, etc.)

We are aware of no significant threats to the structure.

To be added:

Complete legal description of property

LOT 19 OF BLOCK 12 UNIT NO. 3 OF LONGVIEW ACRES, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 3384, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 29, 1956.

↑
N



EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 19 OF BLOCK 12 UNIT NO. 3 OF LONGVIEW ACRES, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 3384, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 29, 1956.

APN: 239-181-07-00

2775 Las Palmas Avenue Chain of Title

Property Ownership title transfers:

1. 1964 James V. Jackson and his wife, Gretchen
2. 1970: Robert G. and Patricia Sims
3. 1989: John C Stires III and Patti
4. 1995: John C Stires TR
5. 1999: John C Stires III and Patti
6. 2002: Thomas Shapard and Joanne Shapard
7. 2014: T and J Shapard Family Trust
8. 2020: Camille Adams Helminski 2003 Trust

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

City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

THIS SPACE FOR RECORDER'S USE ONLY

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement is made and entered into by and between the CITY OF ESCONDIDO, a municipal corporation (hereinafter referred to as "the CITY") and [Insert Owners' Names] (hereinafter referred to as "the OWNERS").

Recitals

1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and

2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and

3. WHEREAS, both the CITY and the OWNERS desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and

4. WHEREAS, both the CITY and the OWNERS desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

Agreement

NOW THEREFORE, both the CITY and the OWNERS, 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. Applicability of Government Code and Revenue and Taxation Code. This Agreement is made pursuant to Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and is subject to all of the provisions of these statutes.

2. Preservation/Rehabilitation and Maintenance of Property. During the term of this Agreement, the PROPERTY shall be subject to the following conditions, requirements, and restrictions:

a. The OWNERS agree to preserve/rehabilitate and maintain the cultural, historical, and architectural characteristics of the PROPERTY during the term of this Agreement as set forth in the attached schedule of improvements identified as Attachment B.

b. The OWNERS shall maintain all buildings, structures, yards, and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. Prohibited property conditions include, but are not limited to:

- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
- iv. Stagnant water or excavations, including swimming pools or spas; and
- v. Any device, decoration, design, or structure, or vegetation which a reasonable person would determine to be unsightly by reason of its height, condition, or its inappropriate location.

c. All improvements and work performed on the PROPERTY shall meet, at a minimum, the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, the State Historical Building Code, and the applicable development codes of the City of Escondido.

d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNERS shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNERS within the last 24 months to accomplish items from the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Historic Property Preservation (Mills Act) Agreement. If the OWNERS perform

work on the PROPERTY, rather than contracting with a third-party, the value of their labor shall be calculated at the market rate for such work performed. The OWNERS shall be in substantial compliance with the scheduled improvements set forth in Attachment B when the expenditures incurred and work performed to accomplish the improvements are equal to or greater than the OWNERS' annual property tax savings for the last 24 months, as determined by the CITY, based upon the County Tax Assessor's valuation of the PROPERTY using the process set forth in Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

e. OWNERS shall, within thirty (30) days after written notice from the CITY, furnish the CITY with any information the CITY shall require to enable the CITY to determine (i) the PROPERTY'S present state; (ii) the PROPERTY'S continued eligibility as a qualified historic property; and (iii) whether the OWNERS are in compliance with this Agreement.

CAH _____ OWNERS' INITIALS

3. Inspections. The OWNERS agree to permit periodic examinations/inspections of the interior and exterior of the PROPERTY by the CITY, the County Assessor, the Department of Parks and Recreation, and the State Board of Equalization as may be necessary to determine the OWNERS' compliance with this Agreement.

CAH _____ OWNERS' INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1st of the year following the successful recordation of this document by the County Recorder's Office and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10th) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided in Paragraph 6 below.

6. Notice of Nonrenewal. If, in any year, either the CITY or the OWNERS desire not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNERS elect to serve a notice of nonrenewal, the notice must be served on the CITY at least ninety (90) days prior to the RENEWAL DATE, otherwise one (1) additional year shall automatically be added to the term of this Agreement. Conversely, if the CITY elects to serve a notice of nonrenewal, the notice must be served on the OWNERS at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1)

additional year shall automatically be added to the term of this Agreement. The CITY may issue a notice of nonrenewal if the CITY determines improvements, maintenance, rehabilitation, renovation, and/or restoration of the PROPERTY is required for the PROPERTY'S continued eligibility as a qualified historic property. Upon receipt by the OWNERS of a notice of nonrenewal from the CITY, the OWNERS may make a written protest of the nonrenewal. The CITY may, at any time prior to the RENEWAL DATE, withdraw its notice of nonrenewal.

7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since the last automatic renewal, whichever the case may be.

8. Cancellation. The CITY may cancel this Agreement if the CITY determines the OWNERS: (a) have breached any of the conditions or covenants of this Agreement; (b) have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property as defined in California Government Code section 50280.1; or (c) if the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

CAH _____ OWNERS' INITIALS

9. Notice of Cancellation. Notwithstanding the above, this Agreement cannot be cancelled until after the CITY has given notice and has held a public hearing as required by California Government Code section 50285.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the current fair market value of the PROPERTY, which is to be determined by the County Assessor as though the PROPERTY were free and clear of any of the restrictions pursuant to this Agreement. The cancellation fee shall be paid to the County Auditor at the time and in the manner that the County Auditor shall prescribe and shall be allocated by the County Auditor to each jurisdiction in the tax rate area in which the PROPERTY is located in the same manner as the County Auditor allocates the annual tax increment in that tax area that fiscal year.

CAH _____ OWNERS' INITIALS

11. No Compensation. The OWNERS shall not receive any payment from the CITY in consideration for the obligations imposed under this Agreement. The parties recognize and agree 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 the OWNERS as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. Enforcement of Agreement. As an alternative to cancellation of the Agreement for breach of any condition as provided in Paragraph 8, the CITY may, in its sole discretion, specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a default, under the provisions of this Agreement by the OWNERS, the City shall give written notice to the OWNERS by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendars days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNERS to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNERS growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

13. Indemnification. OWNERS shall indemnify, defend (with counsel reasonably acceptable to CITY) and hold harmless the City of Escondido, and all of its boards, commissions, departments, agencies, agents, officers, and employees from and against any and all actions, causes of actions, liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses (collectively the "Claims") incurred in connection with or arising in whole or in part from this Agreement, including without limitations:

- a. any accident, injury to or death of a person, loss of or damage to property incurring in or about the PROPERTY;
- b. the use or occupancy of the PROPERTY by the OWNERS,
their agents or invitees;
- c. the condition of the PROPERTY;
- d. any construction or other work undertaken by the OWNERS of the PROPERTY.

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNERS shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims

even if such Claim is groundless, fraudulent, or false. The OWNERS' obligations under this Paragraph shall survive termination of this Agreement.

CAH _____ OWNERS' INITIALS

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that 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, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

15. Condemnation Proceedings. If condemnation proceedings are filed against the PROPERTY, or if the PROPERTY is acquired by a public agency in lieu of condemnation proceedings, this Agreement shall be null and void. If the condemnation proceedings are subsequently abandoned or the acquisition rescinded, this Agreement shall be reactivated retroactively and shall be in full force and effect without the need for any further act by the parties.

16. Destruction of Property; Eminent Domain. If the PROPERTY is destroyed by fire or other natural disaster such that in the opinion of the CITY the historic value of the structure has been lost and a majority of the structure must be replaced, this Agreement will be cancelled. If the PROPERTY is acquired in whole or in part by eminent domain or other acquisition by an entity authorized to exercise the power of eminent domain, and the acquisition is determined by the CITY to frustrate the purpose of the Agreement, this Agreement shall be cancelled. No cancellation fee as set forth in Paragraph 10 above and pursuant to California Government Code sections 50280 et seq. shall be imposed if the Agreement is cancelled pursuant to this Paragraph.

17. Entire Agreement. This instrument and its attachments constitute the entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not contained in this Agreement. Each party hereby acknowledges that in executing this Agreement, the party has not been induced, persuaded, or motivated by any promise or representation made by the other parties, unless expressly set forth in this Agreement. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged in this instrument and are of no force and effect.

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, 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 its reasonable attorney's fees in addition to court costs and other relief ordered by the court.

19. Modification. No modification of this Agreement shall be valid or binding unless the modification is in writing, signed by all parties, and recorded with the County Recorder for the County of San Diego.

20. Binding Effect. This Agreement shall be binding on and inure to the benefit of all parties herein, their heirs, successors-in-interest, legal representatives, assigns and all persons acquiring any part or portion of the PROPERTY, whether by operation of law or otherwise, and that any such person(s) shall have the same rights and obligations under this Agreement.

21. Choice of Law and Forum. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding to enforce any provision of this Agreement shall be brought in the San Diego Superior Court, North County Division.

22. Sale. If the PROPERTY is sold, the OWNERS shall notify the CITY of the sale and present to the CITY a signed statement from the new owners indicating that a copy of this Agreement, the list of scheduled improvements for the PROPERTY as set forth in Attachment B of this Agreement, and any amendments to this Agreement were provided to them.

23. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

24. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

25. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.

26. Notices. Any notice, delivery or other communication pursuant to this Agreement shall be in writing and shall be given to:

CITY: City Clerk
City of Escondido
201 N. Broadway
Escondido, CA 92025

OWNERS: [Insert Owners' Names & Mailing Addresses]

Any party may change his/her/its address by giving written notice to the other parties in the manner provided in this paragraph. Any notice, delivery, or other communication shall be effective and shall be deemed to be received by the other parties within five (5) business days after the notice has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

27. Notice to Office of Historic Preservation. The OWNERS or an agent of the OWNERS shall provide written notice of this Agreement to the Office of Historic Preservation within six months of entering into this Agreement. A copy of this notice shall also be provided to the CITY.

(Remainder of page left intentionally blank.)

28. Counterparts. This Agreement may be executed in any number of counterparts or by facsimile transmission, each of which will be deemed an original with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the CITY and the OWNERS have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____

By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____

By: _____
Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: _____

By: CAMILLE HELMINSKI Trustee
[Insert Owner's Name]
(This signature must be notarized.)

Dated: _____

By: _____
[Insert Owner's Name]
(This signature must be notarized.)

Dated: _____

By: _____
[Insert Owner's Name]
(This signature must be notarized.)

Dated: _____

By: _____
[Insert Owner's Name]
(This signature must be notarized.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

State of California C 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 2

*Resource Name or #: (Assigned by recorder) _____

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☐ Unrestricted

*a. County Escondido and (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad _____ Date _____ T _____; R _____; _____ of _____ of Sec _____; _____ B.M.

c. Address 2775 Las Palmas Ave, City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone _____, _____ mE/ _____ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate)

APN 239-181-07-00

LOT 19 OF BLOCK 12 UNIT NO. 3 OF LONGVIEW ACRES, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 3384, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 29, 1956.

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

The Weir Brothers constructed this adobe home in 1964, in the "adobe only" neighborhood of Las Palmas. This home was featured on the 2014 San Diego County Adobe home Tour, and has been awarded a historic preservation award from the Escondido Historic Preservation Committee. Twenty years later, owner John Stires undertook the newer upgrades and remodels after 1991. Stires explained that because of the tall turret at the home entrance, the neighbors named it The Castle. When Stires purchased the property, it had a

P5a. Photograph or Drawing (Photograph required for buildings, structures, and objects.)

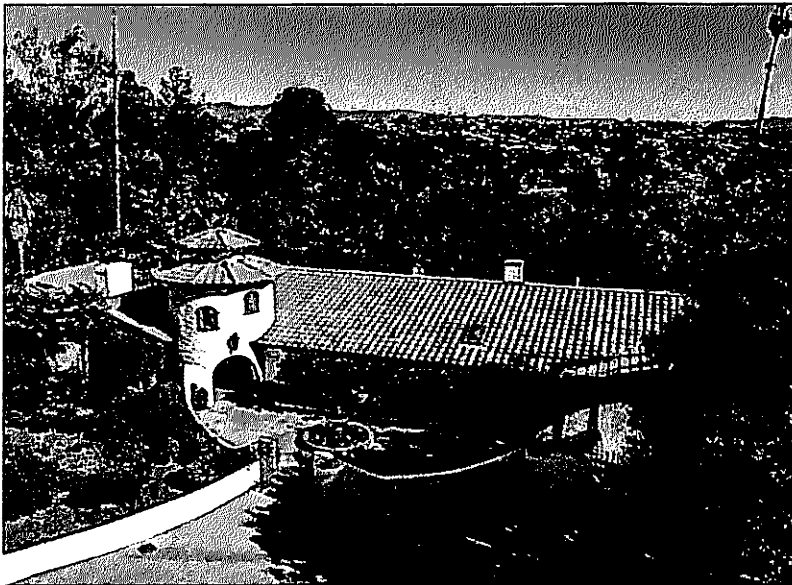
grove of 153 orange trees. Although upgrades have been made to the home, the original architecture remains. Features such as the curved-wall turret, the airy living room, brick fireplace, Saltillo tiles, true parquet flooring and heavy ceiling beams are strong contributors to the Weir construction style. In addition, there are custom hand-painted tiles and wrought iron work done by local Mexican artisans.

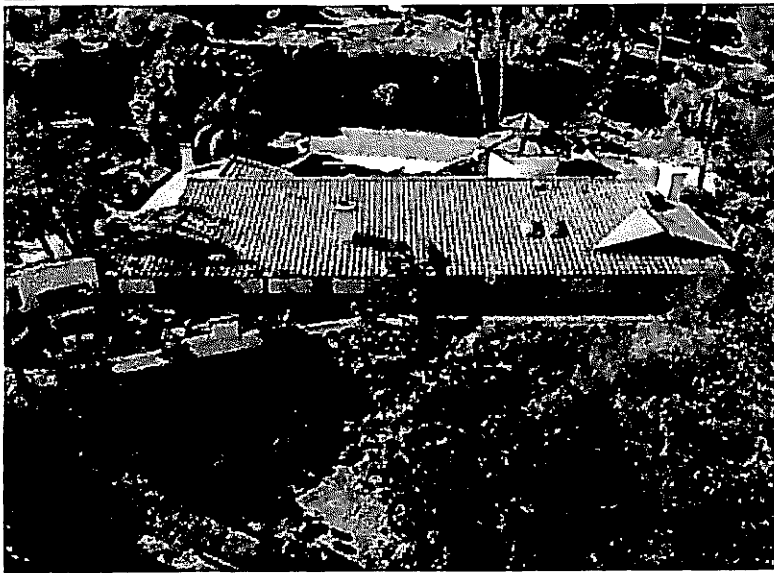
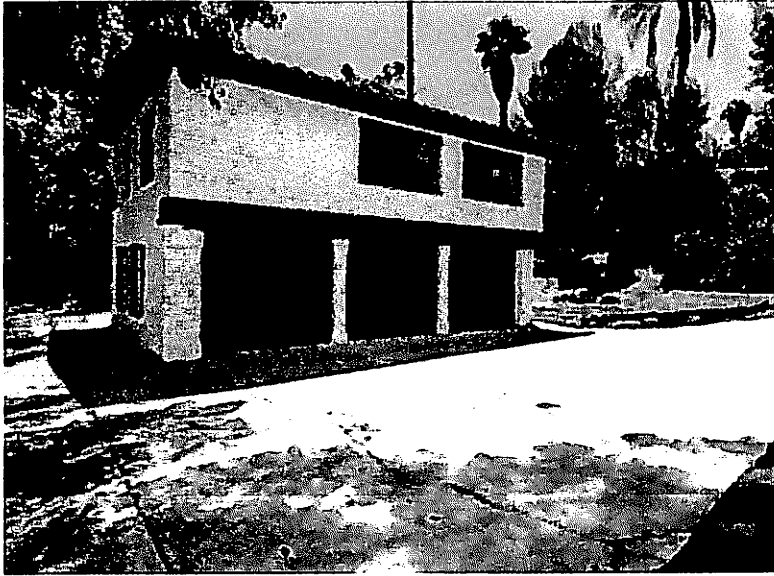
*P3b. Resource Attributes: (List attributes and codes) _____

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

P5b. Description of Photo: (view, date, accession #) _____

*P6. Date Constructed/Age and Source: * Historic ☐ Prehistoric _____





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

Primary #

HRI #

Trinomial

NRHP Status Code

Other Listings

Review Code

Reviewer

Date

Page 2 of 2

*Resource Name or #: (Assigned by recorder) _____

P1. Other Identifier: _____

☐ Both

*P7. Owner and Address:

Camille Helminski, 1288 Cherokee Rd., Louisville, KY 40204

*P8. Recorded by: (Name, affiliation, and address) _____

*P9. Date Recorded: _____

*P10. Survey Type: (Describe) _____

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

*Attachments: ☐ NONE ☐ Location 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 # (Assigned by recorder) _____ *NRHP Status Code _____
Page 1 of 2

B1. Historic Name: _____
B2. Common Name: The Castle
B3. Original Use: Residence B4. Present Use: Residence
*B5. Architectural Style: Adobe
*B6. Construction History: (Construction date, alterations, and date of alterations)

House Constructed in 1964 by Weir Brothers

John Stires in 1991 converted the attached garage into a master bedroom with arched windows and an outdoor patio.

It is our understanding that at that time the current three-car garage with studio space above was built downhill from the main house.

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

*B8. Related Features:
Garden walls and brick patio with adobe fireplace

B9a. Architect: Weir Brothers b. Builder: Weir Brothers
*B10. Significance: Theme Historic Adobe Area Escondido

Period of Significance _____ Property Type Residence Applicable Criteria _____
(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

2775 Las Palmas, Escondido. The Weir Brothers constructed this adobe home in 1964, in the "adobe only" neighborhood of Las Palmas. This home was featured on the 2014 San Diego County Adobe home Tour, and has been awarded a historic preservation award from the Escondido Historic Preservation Committee. Twenty years later, owner John Stires undertook the newer upgrades and remodels after 1991. Stires explained that because of the tall turret at the home entrance, the neighbors named it The Castle. When Stires purchased the property, it had a grove of 153 orange trees. Although upgrades have been made to the home, the original architecture remains. Features such as the curved-wall turret, the airy living room, brick fireplace, Saltillo tiles, true parquet flooring and heavy ceiling beams are strong contributors to the Weir construction style. In addition, there are custom hand-painted tiles and wrought iron work done by local Mexican artisans.

see attached

(Sketch Map with north arrow required.)

(This space reserved for official comments.)

N
↑





CITY OF ESCONDIDO
PLANNING DIVISION
201 NORTH BROADWAY
ESCONDIDO, CA 92025-2798
(760) 839-4671

Notice of Exemption

To: San Diego County Recorder's Office
Attn: Chief Deputy Recorder Clerk
1600 Pacific Highway, Room 260
San Diego, CA 92101

From: City of Escondido
201 North Broadway
Escondido, CA 92025

Project Title/Case No.: Local Register & Mills Act Request / PL20-0562

Project Location - specific: Addressed as 2775 Las Palmas Avenue (APN 239-181-07-00), located on the south side of Las Palmas Avenue just east of the intersection of Ross Lane and Las Palmas Avenue

Project Location - City: Escondido

Project Location - County: San Diego

Description of Project:

The project is a proposal to add the 1.63 acres property in the RE-30 (Residential Estates, Single-Family, 30,000 SF minimum lot size) zone, located in the E2 (Estate II) designation of the General Plan to the City's Local Register of Historic Places and to enter into a Mills Act contract for future preservation.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Name: Camille Helminski

Telephone: (831) 234-9248

Address: 1288 Cherokee Road, Louisville, KY 40204

☒ Private entity ☐ School district ☐ Local public agency ☐ State agency ☐ Other special district

Exempt Status:

Categorical Exemption: CEQA Section 15331 Class 31, "Historic Resources Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the RE-30 zone and the E2 designation of the General Plan and no variances are required.
2. The project will be consistent with the Secretary of Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating, restoring and reconstructing historic buildings.
3. The project will not be limited by the factors in section 15300.2 and will not adversely change the significance of a historical resource.

Lead Agency Contact Person: Paul K. Bingham

Area Code/Telephone/Extension (760) 839-4306

Signature: Paul K. Bingham
Assistant Planner II

September 17, 2020
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant