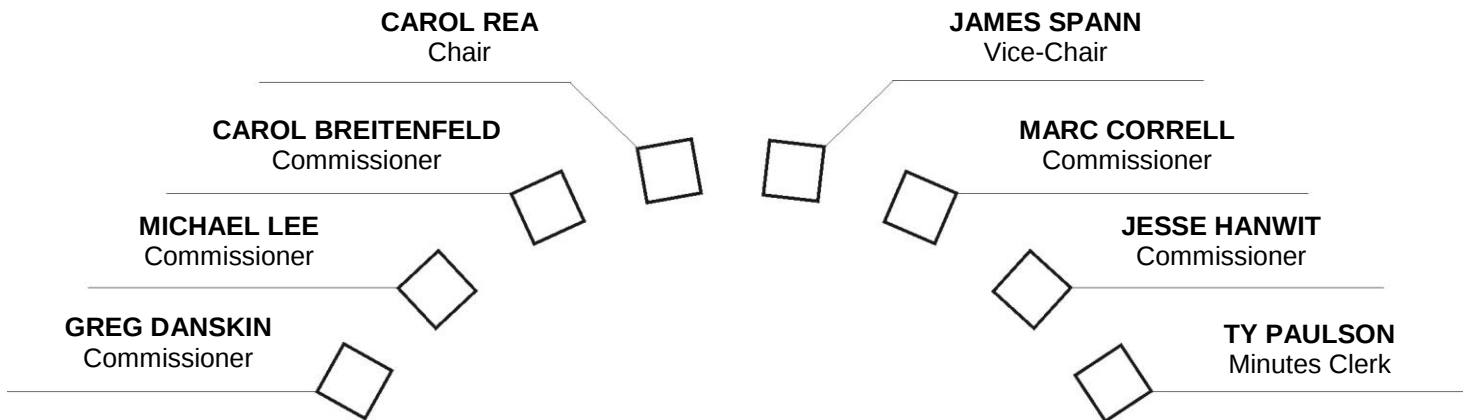


CITY OF ESCONDIDO

Historic Preservation Commission and Staff Seating



SPECIAL MEETING AGENDA

HISTORIC PRESERVATION COMMISSION

201 N. Broadway
City Hall Council Chambers

3:00 p.m.

October 19, 2017

- A. CALL TO ORDER 3:00 p.m.
- B. FLAG SALUTE
- C. ROLL CALL
- D. REVIEW OF MINUTES: [September 21, 2017](#)

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.

Electronic Media: Electronic media which members of the public wish to be used during any public comment period should be submitted to the Planning Division at least 24 hours prior to the meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Commission during the meeting are part of the public record and may be retained by the City.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications" which is listed at the beginning and end of the agenda. All persons addressing the Historic Preservation Commission are asked to state their names for the public record.

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. HP 17-0004:

REQUEST: Mills Act for Local Register Queen Anne Cottage in the OEN

ZONING/LOCATION: R-1-6 / 307 East 6th Avenue

APPLICANTS: Todd & Emily Price

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

2. LOCAL REGISTER/MILLS ACT – Case No. HP 17-0009:

REQUEST: Local Register & Mills Act for California Ranch Adobe

ZONING/LOCATION: RE-30 / 2630 Las Palmas Avenue

APPLICANT: Errol Cowan

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

3. LOCAL REGISTER/MILLS ACT – Case No. HP 17-0006:

REQUEST: Local Register & Mills Act for Mid-Century Modern "Brothers House" in the OEN

ZONING/LOCATION: R-1-6 / 625 South Juniper Street

APPLICANT: Larry Gonzales

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

4. LOCAL REGISTER/MILLS ACT – Case No. HP 17-0007:

REQUEST: Local Register & Mills Act for California Bungalow "Rombauer House" in the OEN

ZONING/LOCATION: R-1-6 / 152 East 11th Avenue

APPLICANTS: Tony Maccianti & Susannah Cooper

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

5. LOCAL REGISTER/MILLS ACT – Case No. HP 17-0008:

REQUEST: Local Register & Mills Act for Colonial Revival "Webb House" in the OEN

ZONING/LOCATION: R-1-6 / 514 East 6th Avenue

APPLICANT: Sharon Sanders

STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

6. LOCAL REGISTER/MILLS ACT – Case No. HP 17-0010:

REQUEST: Local Register & Mills Act for Suburban Mid-Century Ranch in the OEN
ZONING/LOCATION: R-1-6 / 323 East 10th Avenue
APPLICANT: Jason and Allison Vandewarker STAFF: Paul Bingham
STAFF RECOMMENDATION: Conditional Approval

7. ZONING CODE AMENDMENT TO REQUIRE SEVEN HPC MEMBERS INSTEAD OF NINE

REQUEST: Staff

8. MILLS ACT VISITS

REQUEST: Receive information from staff

9. SOUTH CENTRE CITY SPECIFIC PLAN

REQUEST: Provide input to staff

10. DISCUSSION OF CEQA SIGNIFICANCE RELATED TO HISTORIC RESOURCE DEMOLITION

REQUEST: Commission

11. AD HOC WORK GROUP REPORT ON UPDATING THE CITY'S HISTORIC GUIDELINES

Rea, Danskin, Hanwit)

REQUEST: Staff

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 & STAFF COMMENTS

K. ADJOURNMENT TO NEXT REGULARLY SCHEDULED HPC MEETING NOVEMBER 16, 2017.

CITY OF ESCONDIDO

**MINUTES OF REGULAR MEETING OF THE
ESCONDIDO HISTORIC PRESERVATION COMMISSION
September 21, 2017**

The regular meeting of the Historic Preservation Commission was called to order at 3:04 p.m. by Chair Rea in Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: Chair Rea, Commissioner Breitenfeld, Commissioner Danskin, and Commissioner Hanwit.

Commissioners absent: Vice-chair Spann, Commissioner Correll, and Commissioner Lee

Staff present: Paul Bingham, Assistant Planner II; Mike Strong, Assistant Planning Director; and Eva Heter, Assistant City Clerk.

MINUTES:

Moved by Commissioner Danskin, seconded by Commissioner Hanwit, to approve the minutes of the July 20, 2017 meeting. Motion carried unanimously.

WRITTEN COMMUNICATION:

Paul Bingham, Assistant Planner II, provided a National Preservation Institute handout pertaining to the 2017-2018 Professional Training Seminars.

ORAL COMMUNICATION: None

PUBLIC HEARINGS: None

CURRENT BUSINESS:

Chair Rea recused herself from Items H.1, H.3, H.4, and H.5 on the agenda. After determining that a quorum was not present, Items H.1, H.3, H.4, and H.5 were continued to a date uncertain.

H.1 MILLS ACT – Case No. HP 17-0004:

REQUEST: Mills Act for Local Register Queen Anne Cottage in the OEN

ZONING/LOCATION: R-1-6 / 307 East 6th Avenue

APPLICANTS: Todd & Emily Price; STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

ACTION:

Item continued.

H.2 LOCAL REGISTER/MILLS ACT – Case No. HP 17-0005:

REQUEST: Local Register & Mills Act for Clapboard Cottage in the OEN

ZONING/LOCATION: R-1-6 / 1150 South Juniper Street

APPLICANTS: Bret & Tennille Marshall; STAFF: Paul Bingham

STAFF RECOMMENDATION: Conditional Approval

Paul Bingham, Assistant Planner II, provided a brief overview of the property and the list of improvements. Staff recommended forwarding recommendations of conditional approval to the City Council.

Chair Rea requested that an item be added to include the replacement of the clapboard siding, and the wording for item number nine should clarify that the existing vinyl windows be replaced with appropriate wood windows.

Commissioner Hanwitt questioned the type of siding on the structure.

Bret Marshall, Applicant, stated that he was not certain of the type of existing siding on the structure; however, he was willing to restore the structure with the clapboard. He also stated that he wanted to clarify that there is no detached garage, which was incorrectly noted in the report.

Commissioner Breitenfeld stated that the proposed improvements list was extensive, and suggested that the list be prioritized to include electrical and plumbing first.

Chair Rea questioned the condition of the roof.

Bret Marshall, Applicant, stated that the roof had been inspected by a roofer, who had determined that the roof had some longevity, approximately five years.

Paul Bingham, Assistant Planner II, noted that applicants had been informed that the Mills Act lasts for ten (10) years. Thus, the prioritization of items is able to be extended as a result of the ten (10) year requirement.

Commissioner Danskin questioned if the applicant was working with a general contractor for the property improvements. Bret Marshall, Applicant, indicated that the only work that had been conducted at the location was the removal of a pepper

tree that was affecting the piping and lifting the driveway. He stated that he does not currently have a general contractor for the proposed improvements.

Commissioner Danskin suggested that the owner decide which items of priority (i.e., Improvement List items numbers 2, 4, 6, and 9) are most important and continue through the list of priorities accordingly. He further questioned the replacement of the driveway.

Bret Marshall, Applicant, stated that the portion of the driveway that had been lifted up by the pepper tree would become a priority at some point.

Commissioner Danskin questioned the order of business for the three Improvement List items presented for the project.

Paul Bingham, Assistant Planner II, stated that all three items could be voted on separately if the Commission so desired.

Chair Rea stated that the action for the three items would be combined into one vote.

ACTION:

Moved by Commissioner Danskin, seconded by Commissioner Rea, to approve staff's recommendation with the addition of replacing the siding with clapboard siding and revise wording on Improvement List item nine to read "replace existing windows with period appropriate wood windows." Motion carried. Ayes: Rea, Breitenfeld, Danskin, and Hanwitt. Noes: None. Abstained: None. (4-0-0)

H.3 LOCAL REGISTER/MILLS ACT – Case No. HP 17-0006:

REQUEST: Local Register & Mills Act for Mid-Century Modern "Brothers House" in the OEN

ZONING/LOCATION: R-1-6 / 625 South Juniper Street

APPLICANT: Larry Gonzales; STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

ACTION:

Item continued.

H.4 LOCAL REGISTER/MILLS ACT – Case No. HP 17-0007:

REQUEST: Local Register & Mills Act for California Bungalow “Rombauer House” in the OEN

ZONING/LOCATION: R-1-6 / 152 East 11th Avenue

APPLICANTS: Tony Maccianti & Susannah Cooper; STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

ACTION:

Item continued.

H.5 LOCAL REGISTER/MILLS ACT – Case No. HP 17-0008:

REQUEST: Local Register & Mills Act for Colonial Revival “Webb House” in the OEN

ZONING/LOCATION: R-1-6 / 514 East 6th Avenue

APPLICANT: Sharon Sanders; STAFF: Paul Bingham

STAFF RECOMMENDATION: Approval

ACTION:

Item continued.

H.6 DESIGN REVIEW – Case No. ADM 17-0138:

REQUEST: Proposed replacement of Historic Downtown storefront removed illegally

ZONING/LOCATION: Historic Downtown District/ 125 East Grand Avenue

APPLICANT: Michael Bao Xue; STAFF: Paul Bingham

STAFF RECOMMENDATION: Conditional Approval

Paul Bingham, Assistant Planner II, provided a brief overview of the property, which is a Code Enforcement case, and provided supplemental documentation to the Commission. That documentation showed the storefront removed was likely from the 1970’s and differed significantly from the original dating back to the 1930’s. Staff was requesting that the Commission provide direction on appropriateness of the replacement proposal and design recommendations for its eventual approval. Commissioner Breitenfeld requested clarification on the construction and design of the glass cases in the front of the building.

Business owner Linda Carpenter stated that there would be glass cases on both sides of the entry way.

Commissioner Hanwit questioned the applicant's plans for the existing front doors.

Ms. Carpenter stated that the existing doors were vintage doors that she had installed, prior to learning that City approvals needed to be obtained.

Chair Rea questioned if it was the applicant's intention to sand and repaint the front doors.

Ms. Carpenter stated that she had planned to sand and paint the front doors.

Discussion ensued between staff and the Commission regarding the need for a Certificate of Appropriateness.

Paul Bingham, Assistant Planner II, stated that plans would be required as part of the application for building permits, and the plans would contain additional details for review. He further stated that the Commission could request that the plans be brought back to the Commission for review.

Chair Rea requested plans be submitted for review.

Ms. Carpenter stated that after receiving direction from the Commission, she will be submitting plans for review.

Paul Bingham, Assistant Planner II, requested that the Commission provide design guidance and direction to the applicant.

Ms. Carpenter questioned if the Commission liked the newly installed doors.

Chair Rea stated that she likes the look of the doors, as long as they are sanded and painted.

Commissioner Hanwitt would like the building number, located on the front of the building, preserved.

Commissioner Danskin questioned the existing Code Enforcement charge on the property. He questioned the submittal of plans even though it had been determined that the façade was not determined to be "historic."

Paul Bingham, Assistant Planner II, stated that the building was within the Historic Downtown district, thus any design changes to the facade would require review by the Historic Preservation Commission. The Commission needed to be aware, however, that what was removed from the building was not the original, historical façade.

Commissioner Danskin stated that additional detail is required in order to review the design. He questioned if the exposed brick, shown on the rendering, was clean and stated that the structure holding the plate glass as shown would not work and that drywall would not be allowed in an exterior setting such as this. He also questioned any ADA issues with the property.

Ms. Carpenter stated that the brick had been previously covered by tiles, and required extensive work to clean them. She was not aware of any ADA compliance issues.

Chair Rea stated that she would like to see additional detail.

ACTION:

Moved by Commissioner Danskin, seconded by Commissioner Hanwit, to revise and add detail to the project, based on commissioner's comments, to ensure the new storefront design is appropriate. Motion carried. Ayes: Rea, Breitenfeld, Danskin, and Hanwitt. Noes: None Abstained: None. (4-0-0)

H.7 PROJECT INFORMATION ON RITZ THEATER:

REQUEST: Seeking comments on possible restoration/rehabilitation of Historic Downtown Ritz

Theater façade

ZONING/LOCATION: Historic Downtown District/ 309 East Grand Avenue

APPLICANT: June Rady; STAFF: Paul Bingham

STAFF RECOMMENDATION: Receive Comments

Paul Bingham, Assistant Planner II, provided a brief overview and supplemental documentation for the property, and requested Commission comments and direction.

Chair Rea stated that she was pleased with the plan to maintain the art deco detail.

Property owner Chuck Borough stated that the marque will be replaced to appear as it did historically.

Chair Rea questioned the layout of the site, and questioned if the plan was purely for the façade or if there were additional plans for the rest of the building.

Mr. Borough clarified the layout and condition of the property. He stated that this current plan was for the façade and could be used by the Escondido History Center

for displays. He added that any remaining plans for the building would have to be presented later. He felt that the site would be an anchor for East Grand Avenue.

Commissioner Danskin questioned the restructuring of the original marque.

Mr. Borough stated that the new marque would extend the entire width of the building.

Commissioner Danskin recommended that the original marque remain with the three tier design, as it had been historically. He also discussed keeping the art deco piece in the center of the marque and requested that additional attention be directed to the street scape. He recommended that the trash can, located at the front of the building, be relocated and replaced with a bike rack or benches. He also questioned the lighting beneath the marque.

Mr. Borough stated that the art deco element would essentially remain the same on the marque. He confirmed that there was an existing bench out front. He also stated that the proposed lighting would allow visibility through the glass to the interior of the building.

Commissioner Breitenfeld questioned the use of the building and Chair Rea questioned the habitability of the space.

Paul Bingham, Assistant Planner II, stated that the building will remain empty until a future tenant is approved to utilize the space.

Commissioner Danskin stated that the building would require a complete seismic retrofit, further stating that the building is not usable in its existing state.

Mr. Borough stated that the site construction is a steel frame building, which appears to be sound.

Commissioner Danskin stated that renovations would require the adherence to the existing Building Code.

Paul Bingham, Assistant Planner II, stated that the site was a historic building and that would certainly be considered when determining the requirements for the existing Building Code, but those considerations would be determined by the Building Department.

Lidy Connolly, representing John Paul the Great Catholic University, stated that the University was interested in the property. She stated that she was currently working with the property owner and a potential benefactor to raise funds for the further development of the site. The site was being considered for the

renovation/development of a theatre, complete with a stage for student acting programs.

H.8 PROJECT INFORMATION ON CENTRE CITY PKWY SPECIFIC PLAN

STAFF: Assistant Planning Director Mike Strong

REQUEST: Commission

Mike Strong, Assistant Planning Director, presented the project information on South Centre City Specific Plan with the use of a PowerPoint presentation. He reviewed the draft Specific Plan Concepts for Change, including the overview of concepts introduced into the Specific Plan. He also reviewed the components of the Phase II outreach, and the process for finding the Specific Plan information online for public review. He also reviewed the next steps in the process for plan development.

Commissioner Danskin stated that the presentation appears to outline a very thorough and comprehensive plan. He likes the idea of thinking outside the box with Pine Street, which he believes has been an underutilized amenity. He likes the cohesive plan.

Mike Strong, Assistant Director of Planning, stated that the project itself is very exciting because it is an opportunity to bring the public into the process and decision making. He stated that any new ideas for outreach, during this engagement period, would be welcomed.

Chair Rea suggested outreach to neighborhood groups, and suggested the online site "Nextdoor" as a great social media resource for outreach. Chair Rea stated that she had been very impressed with the incorporation of public concerns in the plan, and thanked staff for their work.

H.9 AD HOC WORK GROUP REPORT ON MILLS ACT PROPERTIES

(Breitenfeld, Rea, Spann)

Chair Rea provided a brief overview of the issue and supplemental documentation to the Commission. Chair Rea informed staff that the Commission had temporarily suspended Mills Act property visits/inspections until further research of the inspection process could be conducted. She provided two handouts for consideration, which included: (1) Mills Act Inspection standardized form, and (2) Mills Act Visits – Other Cities in California. She shared her concerns about inspections which do not include an inspection of the interior. She stated that her research included identifying the Mills Act inspection processes and procedures

within other cities. Findings included a variety of inspection processes she had found, some of which included or excluded interior inspections.

She stated that her intent was to recommend interior inspections, along with exterior inspections, as she felt consistency was necessary for the inspection process. She further stated that if an interior inspection is not conducted during the inspection process, there is a considerable risk of missing areas in disrepair. She requested comments with respect to maintaining consistency of the inspection process and including interior inspections with all Mills Act inspections.

Commissioner Breitenfeld stated that the Mills Act is based on the exterior of the house, which she felt may be a conflict.

Paul Bingham, Assistant Planner II, stated that staff typically looks at the exterior and structural requirements, which may impact the historical preservation of the property. Many of the structural inspections are all interior and may require crawl space inspection; these types of structural requirements would show up on the improvement list.

Commissioner Breitenfeld questioned the process for interior inspections.

Paul Bingham, Assistant Planner II, stated that building inspectors conduct the inspection for interior issues (i.e., plumbing, electrical, etc.). Permit history and documentation of these building inspections are documented for future reference. Furthermore, the City Attorney's Office would need to be consulted before any changes are made to Mills Act Contracts.

Chair Rea stated that everything that she has researched has indicated that the Mills Act is for the purpose of maintaining and preserving a home.

Commissioner Danskin questioned the legal scope of inspections. He understood that the inspection is based upon the agreement between the property owner and the City. He also questioned other mechanisms for identifying structural and/or interior issues.

Commissioner Hanwitt stated that the items on the checklist may require both interior and exterior inspections. She further stated that the Mills Act Contract requires that the applicant agree to an inspection.

Commissioner Danskin reviewed the language provided to the homeowners in the City of Escondido Historic Preservation Commission handout, which outlines frequently ask questions regarding the Mills Act visits. He further questioned the process of gaining access to the home if access were to be denied.

Paul Bingham, Assistant Planner II, stated that various groups within the City conduct building inspections (i.e. the Fire Department, Code Enforcement, and Building Division). Staff has noted the Commission's concerns. Staff offered to speak with the City Attorney's Office for further direction and get back to the Commission with additional information.

Chair Rea stated that she prefers that the City of Escondido goes beyond the minimal requirements and that homeowners need to be more accountable.

H.10 AD HOC WORK GROUP REPORT ON UPDATING THE CITY'S HISTORIC GUIDELINES (Rea, Danskin, Hanwit)

REQUEST: Staff

Chair Rea stated that the Ad hoc Work Group continues to work on the City's Historic Guidelines. She added that the new Secretary of Interior Standards for Treatment of Historic Properties has been released. She is hoping that the group will have something for consideration by the end of the year and/or by the beginning of next year.

H.11 REPORT ON CALIFORNIA PRESERVATION FOUNDATION 9/14/17 WEBINAR

REQUEST: Staff

Paul Bingham, Assistant Planner II, stated that there were multiple technical issues with the webinar, and staff was waiting to see if the webinar will be archived and posted online for further review. Staff would like to review the webinar and hopefully provide a summary review for the Commission at a later date.

ORAL COMMUNICATION:

June Rady spoke in favor of the Ritz Theater exterior renovation project. She stated that the Ritz Theater is near and dear to many residents who have been raised within the community. She stated that the proposed renovation is for the exterior facade and is distinctly separate from the interior renovation. She is excited about the two distinct projects. She stated that she would like to see a neon design for the Ritz Theater sign. She hopes that the Commission would support the exterior renovation along with the interior renovation to follow.

COMMISSIONER COMMENTS: None.

ADJOURNMENT:

The meeting was adjourned at 5:11 pm. The next regularly scheduled meeting was scheduled for November 16, 2017 at 3:00 p.m.

Mike Strong, Assistant Planning Director

Eva Heter, Assistant City Clerk

DRAFT

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: October 19, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 307 East 6th Avenue (case number HP17-0004)

1. Mills Act contract request and
2. Consideration of the proposed CEQA exemption

RECOMMENDATION: Forward recommendation 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. The subject property was placed on the Local Register May 5, 1992.

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 subject property was approved for listing on the City's Local Register on May 5, 1992. The current property owner is currently requesting to enter into a Mills Act contract.

The subject property at 307 East 6th Avenue (APN 233-283-0200) consists of a .14 acre lot with a single-story el-shaped Queen Anne cottage built circa 1889. There are indications that the house was moved to this lot from the neighboring lot on the southeast corner of South Juniper



Street and East 6th Avenue, although the City has no permit record of this move. A board-and-baton clad garage also exists in the rear off the alley. The main house with all of its Victorian ornamentation appears to have had no significant exterior alterations. Maintenance and repairs over the years appear to have been done in keeping with the Secretary of Interior Standards. Some of the original windows are painted shut, a problem which the current owners intend to address. (See attached List of Improvements.) Although the property was previously listed on the City's Local Register of Historic Places, the current owners have at the City's request supplied a complete chain of title to augment the original Local Register file (case 92-04-HP).

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 format State Department of Parks and Recreation forms (see attached). The information provided by the applicant, includes more complete historical background and descriptive analysis of the architectural style and will add substantially to what is currently included in the City's survey.

Local Register of Historic Places Listing

This resource was placed on the Local Register by previous Historic Preservation Commission and Council actions taken on or before May 5, 1992.

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 adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Property Address: 307 East 6th Avenue
Property Owners: Todd & Emily Price

1. Repaint main house and garage with period-appropriate colors (completed)
2. Reroof of main house with period-appropriate shingles, including removal of all old materials (completed)
3. Trimming of front palms (completed)
4. Upgrade and underground overhead wires to main house (completed)
5. Repair sagging front porch redwood deck (completed)
6. Repair/replace knobs and inner workings of original exterior doors (in process)
7. Repair all exterior door hinges (planned)
8. Repair/repaint all inoperable original windows (planned)
9. Treat two windows for termite infestation, repair and repaint (planned)
10. Repair siding as needed with spare milled materials (planned)
11. Install period-appropriate post lantern in front for added safety and security (planned)



AUG 14 2017

PLANNING DIVISION

CITY OF ESCONDIDO

Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

FOR INTERNAL USE ONLY	
Case No.	HP17-0004
Date Submitted:	8/14/17
Project Planner:	P.B.
Fees:	NA
Receipt No.:	NA
☐ Incomplete	Date of Notice
☐ Complete	Date

APPLICANT/CONTACT PERSON

Name (Print): TODD PRICE
Address: 307 E 6TH AVE
City, State, Zip: ESCONDIDO CA 92025
Phone: 760-583-4554
Fax: _____
E-mail: theprice@cox.net
Signature: [Signature]

SITE INFORMATION

Property Address: 307 E 6th Ave.
Assessor's Parcel Number: 233-283-02-00
Historic Name: _____

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): TODD & Emily Price
Address: 307 E 6th AVE
City, State, Zip: ESCONDIDO CA 92025
Phone: 760-583-4554
Fax: _____
E-mail: theprice@cox.net
Signature: [Signature]
(authorizing applicant to submit application)

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☒ Local ☐ State ☐ National
Date of Designation: MAY 5, 1992
Local Register Listing: ☒ Yes ☐ No
Date of Listing: MAY 5, 1992

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

SEE ATTACHMENT

PROPOSED IMPROVEMENTS ATTACHMENT

Proposed and recently completed improvements for 307 E 6TH Ave., Escondido 92025

1. Recently completed in 2015 by a licensed and professional painter at a cost of \$6450.00, painting the residence and carriage house in conformance with the goals and guidelines of the Historic Resources Ordinance and Guidelines. Paint was chosen to reflect a color scheme appropriate for a Queen Anne period home and approved by the City of Escondido Planning Division with a Certificate of Appropriateness.
2. Recently completed in 2015 at a cost of \$16,580.00 by LCA Roofing, in conformance with the goals and guidelines of the Historic Resources Ordinance and Guidelines. Roofing materials were chosen to reflect a color, form and materials scheme appropriate for a Queen Anne period home and approved by the City of Escondido Planning Division with a Certificate of Appropriateness. Existing layers of roofing were removed completely. 7/16" sheathing was added, as was an extra layer of insulation under the felt. This additional cost for the insulation was required by the city because the homeowners were adamant about the roof color/style being close to a cedar brown, while the city was requesting white/light colored roofing to reflect heat. The "architectural" style of asphalt shingles chosen are textured and varied in color, at an extra expense to the homeowner, to come as close to a cedar shingle in appearance as possible. Roof vents added are Low-profile, color match the shingles, and are not on the side of the house visible and facing the street.
3. Ongoing maintenance is required annually to trim the seed pods off of the 3 palm trees planted by the city in the parkway in front of the house. The trees are beautiful and add to the period California charm of the property. The sticky pods/fruits dropped stain the sidewalk and the cars parked on the street, they also are a hazard to the people who walk on the sidewalk. This expense is approximately \$80 per tree, for a yearly total of \$240.
4. All of the windows in the front and sides of the home are the original double-hung wood windows. Most of the windows have been painted shut and do not open. This repair will most likely be done by the owner if possible, or hired professional at a minor expense.
5. Work completed by the previous owners due to the windows and siding along the back being affected by wood dry rot. According to the previous owners, the work was in conformance with the goals and guidelines of the Historic Resources Ordinance and Guidelines. Windows and siding were chosen to reflect a Queen Anne period home and approved by the City of Escondido Planning Division with a Certificate of Appropriateness. Four windows at the back of the house were replaced with new double hung wood windows that were chosen to be as close to the original windows as possible. Siding was milled to match original siding removed. Extra siding was milled and left for the current homeowners in case of repairs needed.
6. Two original windows in the house appear to have some dry rot or termite damage. Current owners will hire a carpenter to repair existing windows. They will be repaired, not replaced.
7. In 2014, Unsightly electrical lines running from the alley, over the back yard, and into the roof of the house, were buried underground by a licensed electrician, permitted by the City of Escondido. The electrical panel was also replaced and upgraded by the same electrician. Axiom Electric Inc. Stephan Auvil, Lic. 881877. City of Escondido Building Permit # B14-2558

8. Exterior and interior doors appear to be original to the period. The current homeowner has purchased or restored and installed original inner workings for all of the door latches/handles. Period reproductions were purchased and installed for all of the door knobs and handles, with the exception of the dealt on the front door (for safety). Home owner intends on removing and restoring all exterior and interior door hinges. They appear to be original with many decades worth of paint covering them.

9. In August of 2017, the homeowner completed repairs of the front porch, which had some soft and sagging areas when stood upon. The deck was found to be sound. Joists hold up the deck were rotten and successfully replaced with redwood joists. cost was approximately \$200

10. Lighting needs to be added to the front of the house for beauty and for safety. An expensive period style post lantern is preferred by the current home owner and will be added when funds allow.

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

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

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3 *Resource Name or #: (Assigned by recorder) _____

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

*b. USGS 7.5' Quad _____ Date _____ T _____; R _____; _____ 1/4 of _____ 1/4 of Sec _____; _____ B.M.

c. Address 307 E 6th 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, etc., as appropriate) 233-283-02-00

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
SHINGLE SIDING COVERS THIS SINGLE STORY QUEEN ANNE W/ GABLED ROOF. THE GABLE AND FACING FRONT IS DECORATED WITH FANCY CUT SHINGLES UNDER A BOXED EAVE. BAY WINDOW IS TOPPED WITH A FLAT ROOF WITH DENTIL TRIM UNDER THE CORNICE. THREE LONG NARROW DOUBLE HUNG WINDOWS WITH CARVED LINDING PANE, CARVED WOODPOSTS, CAR SIDING OVER FOUNDATION

*P3b. Resource Attributes: (List attributes and codes) HP2 SINGLE FAMILY PROPERTY

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

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



P5b. Description of Photo:
(view, date, accession #) FRONT
7/18/17

*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both

C1889

*P7. Owner and Address:

TODD & EMILY PRICE
307 E 6th ESCONDIDO CA
92025

*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): _____

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____

HRI # _____

*NRHP Status Code _____

Page 2 of 3 *Resource Name or #: (Assigned by recorder) _____

B1. Historic Name: _____

B2. Common Name: NONE

B3. Original Use: SINGLE FAMILY HOME

B4. Present Use: SINGLE FAMILY HOME

*B5. Architectural Style: VICTORIAN, QUEEN ANNE COTTAGE

*B6. Construction History: (Construction date, alterations, and date of alterations) _____

*B7. Moved? ☐ No ☒ Yes ☐ Unknown Date: 1927 Original Location: BLOCK J LOT 21

*B8. Related Features: _____

B9a. Architect: _____

b. Builder: _____

*B10. Significance: Theme RESIDENTIAL ARCHITECTURE Area: OLD ESCONDIDO

Period of Significance: PRE 1900 Property Type: _____ Applicable Criteria: HP2

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

HOUSE WITH TWO TO THE EAST OF IT FORM A TRIO OF QUEEN ANNE COTTAGES WHICH BECAUSE OF THEIR ARCHITECTURE ARE SIGNIFICANT TO ESCONDIDO

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

*B12. References:

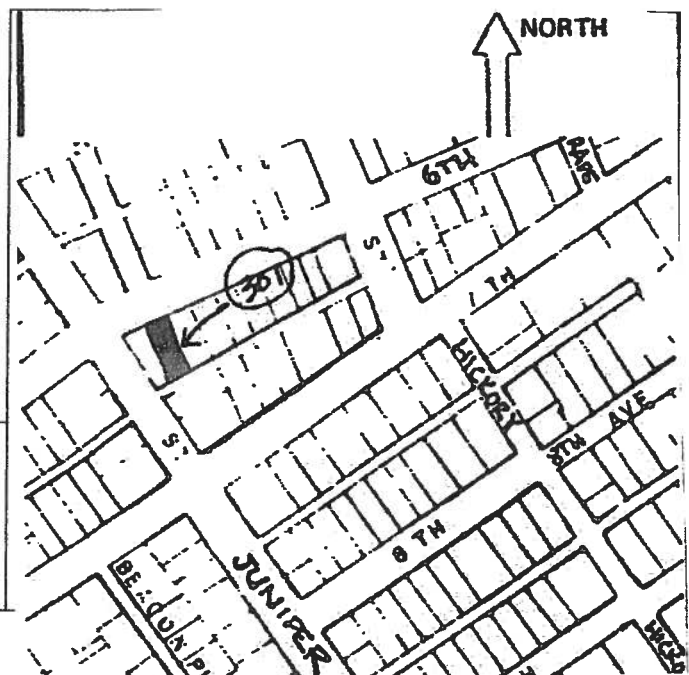
CITY OF ESCONDIDO HISTORIC RESOURCES INVENTORY

B13. Remarks: _____

*B14. Evaluator: _____

*Date of Evaluation: _____

(This space reserved for official comments)



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

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 3 *Resource Name or #: (Assigned by recorder) _____

Recorded by: _____ Date: _____

☐ Continuation ☐ Update





Chain of Ownership 307 E 6th Ave Escondido

<u>From</u>	<u>To</u>	<u>Name(s)</u>
2014	Present	Todd A. Price and Emily E Price
2007	2014	Daniel James Wright and Ana Frances Smith
2005	2007	Heather M Lynch
1994	2005	Bruce A Beers
1988	1994	Frank H Hoffa and Linda J Hoffa
1969	1988	Hilda J Bowden
1953	1969	Theodore Meyer
1928	1953	Helen M Hall and Frances L Hall
1924	1927	Arthur Kemper
1909	1924	Frank B Hunt Jr
1908	1909	Frank B Hunt
1903	1908	John Mason
1892	1903	Mellie Bradbury

City of Escondido
HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. Historic Name

2. Common or Current Name

3. Number & Street 301 (307) E. Sixth Avenue

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking indivld.signif

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone A E4930.60

B 36641.10

C Zone 11

D

5. Quad map No.

Parcel No. 233-283-02

Other

DESCRIPTION

6. Property Category

If district, number of documented resources

7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

Shiplap siding covers this single story ell-shaped Queen Anne with a gabled roof. The gable end facing front (north) is decorated with fancy cut shingles under a boxed eave. The slanted bay window is topped with a flat roof with dentil trim under the cornice. The three long narrow double-hung windows with decorative car-siding panes below form the bay. A shed roofed porch is located in the ell. Carved wood posts embellished with sawn work and a solid wood rail grace the porch. Two tall narrow windows are placed next to the front door and transom. The west gable is also covered with fancy cut shingles. Car siding covers the foundation.

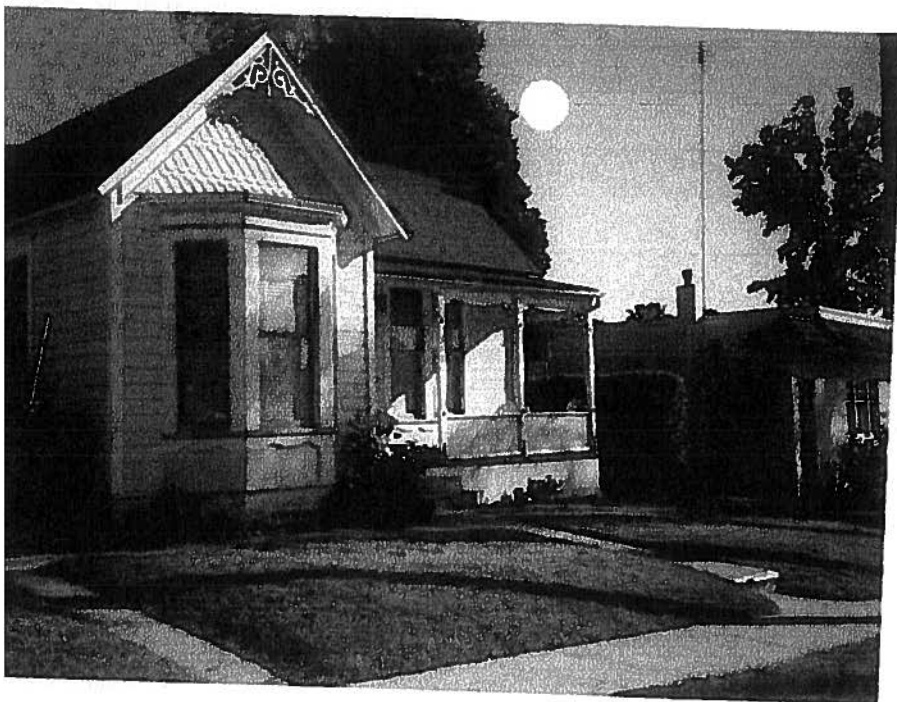
The architectural style is: Queen Anne cottage

The condition is:

The related features are: none

The surroundings are: residential

The boundaries are:



8. Planning Agency

City of Escondido

9. Owner and Address

Hilda J. Bowden

same

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

**NOMINATION REPORT FOR THE CITY OF ESCONDIDO
LOCAL REGISTER OF HISTORIC PLACES**

Address of Resource: 309⁷ East Sixth Avenue

Existing Use: Residential

Zoning: R-1-6

General Plan Designation: Urban 1

Tier Designation: Central/Tier 1

Construction Date: c1889

Meets Ordinance Criteria 2 and 5 for Local Register Listing.

Justification for Register Listing:

This Queen Anne cottage once sat on the corner of Sixth and Juniper, facing the corner; however, it was relocated to face Sixth Avenue. This house and the two to the east of it form a trio of Queen Anne cottages which, because of their architecture, are significant to Escondido history.

Shiplap siding covers this single-story ell-shaped Queen Anne with a gabled roof. The gable end facing front is decorated with fancy cut shingles under a boxed eave. The slanted bay window is topped with a flat roof with dentil trim under the cornice. The three long, narrow double-hung windows with decorative car-siding panes below form the bay. A shed roofed porch is located in the ell. Carved wood posts embellished with sawn work and a solid wood rail grace the porch. Two tall narrow windows are placed next to the front door and transom. The west gable is also covered with fancy cut shingles. Car siding covers the foundation.

Staff Recommendation:

Staff recommends this resource be placed on the Local Register.

Commission Action:

On May 5, 1992, the Commission voted unanimously to approve placing this resource on the Local Register.

**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.

TP EP 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.

TP EP 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.

TP EP 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.

TP EP 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.

TP EP 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: _____

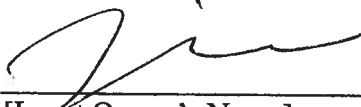
By: _____
Sam Abed, Mayor
(This signature must be notarized.)

Dated: _____

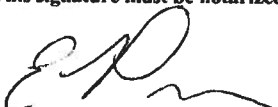
By: _____
Diane Halverson, City Clerk
(This signature must be notarized.)

OWNERS

Dated: 7/17/17

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

Dated: 7/17/17

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: _____



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.: HP 17-0004

Project Location - specific: Addressed as 307 East 6th Avenue (APN 233-283-0200), located on the south side of East 6th Avenue between South Juniper and South Hickory Streets.

Project Location - City: Escondido, **Project Location - County:** San Diego

Description of Project:

To approve a Mills Act contract for the 0.14 acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Todd & Emily Price

Telephone: (760) 583-4554

Address: 307 East 6th Avenue, Escondido, CA 92025

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 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

Sept. 12, 2017
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.2
Date: October 19, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 2630 Las Palmas Avenue (case number HP17-0009)

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 2630 Las Palmas Avenue (APN 238-160-4200) consists of 1.1 acres with a 3,364 SF whitewashed one story California Ranch Adobe residence and 620 SF attached carport completed in 1956. The residence includes four bedrooms, five bathrooms, a maid's room and two lanai rooms and was designed and built as part of L.R. Green's "Homeland Acres" subdivision by Weir



Brothers Adobe Company. With the CC&Rs requiring all residential construction be of adobe, the neighborhood has since become known as "Adobe Hills." The home was constructed using oversized 12" wide adobe blocks measuring 12" to 18" long and weighing 90 or more pounds each. Las Palmas Avenue was the tract's primary entrance and originally lined with palm trees. Eighteen of those original palms remain along the frontage of the subject property. The property's first resident was L.R. Green's daughter Mildreth Von Klein Smidt. In 1960 Ocsar and Agatha Seltzer moved in. Mr. Seltzer was a co-founder of nationally known *Roller Derby*. In 1977 Robert & Johana Maloney bought the house. Robert was a famous plastic surgeon. According to neighbors, Dr. Maloney let Hollywood stars recuperate at the residence. A swimming pool and external bathroom were added to the property in 1962. The 120' long main residence is much as was when built in 1956, although in the 1970's the highly flammable shake roof was replaced with barrel tiles. It still retains its original knotty pine ceilings and cabinetry inside, the original crank-out window frames and glass, and the exterior walkways and stairs paved with used brick scavenged from the old Escondido High School demolished in the 1980's. 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 format, State Department of Parks and Recreation forms (see 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, Errol Cowan, is to consider placing this resource on the Local Register.

The property meets the following four of seven criteria (*note that at least two are required for Local Register listing approval*):

1. Escondido historical resources that are strongly identified with a person or persons who significantly contributed to the culture, history or development of the City of Escondido, region, state or nation.

The existing property is identified with several important figures including L.R. Green, the Weir brothers, Oscar Seltzer and Dr. Robert Maloney.

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 California Ranch Adobe residence was built in 1956 and is currently 61 years old.

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 is one of a cluster of historic adobe properties within the original L.R. Green "Homeland Acres" subdivision, several of which have already been listed on the City's Local Register.

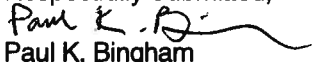
7. Escondido historical building that is one of a few remaining examples in the City possessing distinguishing characteristics of an architectural type.

This is a large, intact Weir Brothers adobe residence. California seismic building codes will no longer allow construction of this type of structure.

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 adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Property Address: 2630 Las Palmas Avenue
Property Owner: Errol Cowan

1. Repair concrete foundation cracks. (completed)
2. Replace non-functional bathroom sewer line. (completed)
3. Replace missing retaining wall segments. (completed)
4. Install new breaker box and upgrade electrical system. (completed)
5. Replace damaged master bedroom exterior French entry doors. (completed)
6. Replace or repair/refinish worn/weathered exterior front, maid's room and pool doors. (planned)
7. Remove and haul off extensive debris and possessions left by former owner. (planned)
8. Replace damaged and unsightly fiberglass pool fencing. (planned)
9. Replace damaged and weathered patio cover adjacent to lanai room. (planned)
10. Repair, replace or remove tool shed proximate to carport. (planned)
11. Repair and reseal or repave the entire long driveway damaged by tree roots. (planned)
12. Replace missing rain gutters and downspouts around entire house. (planned)
13. Clean and repaint adobe wall entry statement on street. (planned)
14. Replace weathered canopies over exterior windows. (planned)
15. Repair and seal adobe brick retaining walls around home. (planned)
16. Replace dead and dying shrubbery. (planned)
17. Install irrigation system to properly water vegetation. (planned)



CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

FOR INTERNAL USE ONLY	
Case No.:	HP 17-0009
Date Received:	9/26/17
Received By:	P.P.
Fees Received:	NA
Date Approved:	NA
Application:	☐ Incomplete ☐ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

Applicant: Errol Cowan
Address: 2630 Las Palmas Ave.
City/State/Zip: Escondido CA 92025
Phone No.: (H) 7609061966 (W) 7609061966

Present Property Owner: Errol Cowan
Address: 2630 Las Palmas Ave.
City/State/Zip: Escondido CA 92025
Phone No.: (H) 7609061966 (W) 7609061966

Address of Site/Structure: 2630 Las Palmas Ave.
Assessor Parcel No.: 238-160-42

Present Land Use: SFR
General Plan Designation: Ecote II
Tier/Neighborhood: Kitt Carson

Common Name/
Historic Name: Las Palmas
Architural Style: Adobe California Ranch

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)

[Signature] 27 Aug 17
Applicant Signature (Date)

[Signature] 27 Aug 17
Property Owner Signature (Date)

1.

See Attached Exhibit 'A'

2.

No

3.

No

Consent

I am the titled owner of 2630 Las Palmas Avenue AP 238-160-42-00. I hereby irrevocably consent to designating the referenced parcel as a Historic Landmark and/or Local Register Property



Errol Cowan, PhD

08/28/2017

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

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

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3 *Resource Name or #: (Assigned by recorder) _____

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☐ Unrestricted

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

*b. USGS 7.5' Quad _____ Date _____ T _____; R _____; _____ 1/4 of _____ 1/4 of Sec _____; _____ B.M.

c. Address 2630 Las Palmas Avenue City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone _____, _____ mE/ _____ mN
AP 238-160-42-00

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

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

SEE ATTACHED

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

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

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

P5b. Description of Photo:

(view, date, accession #) _____

*P6. Date Constructed/Age and Source:

☐ Historic ☐ Prehistoric ☐ Both

*P7. Owner and Address:

Errol Cowan
2630 Las Palmas Avenue
Escondido CA 92025

*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): title chain

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____

HRI # _____

*NRHP Status Code _____

Page 2 of 3 *Resource Name or #: (Assigned by recorder)

Las Palmas

B1. Historic Name: _____

B2. Common Name: 2630 Las Palmas Avenue

B3. Original Use: Residential

B4. Present Use: Residential

*B5. Architectural Style: California Adobe Ranch

*B6. Construction History: (Construction date, alterations, and date of alterations)

1955 start construction

1956 certificate of occupancy

1962 Pool 1970 replace roof

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

*B8. Related Features: adobe retaining

walls

Pool

33 Palm Trees

B9a. Architect: Weir

b. Builder: Weir

*B10. Significance: Theme Adobe ranch Area: "Adobe Hills"

Period of Significance: 1950s Property Type: Residential Applicable Criteria: _____

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

California revival adobe ranch style in an area originally restricted to only adobe This home is the foist after
the adobe residential district. To match the themes of the name of the entry road "Las Palmas" entire 200 foot
frontage

was planted with 18 palm trees that still stand. Walls are 12 inch thick adobe blocks that vary in length between 12 and
18 inches.

Each adobe block weighs over 90 pounds. Famous adobe home architect and designer the Weir Brothers.

This type of adobe block construction is no longer done because of new codes. A trace of a bygone era.

See attached for additional information.

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

*B12. References:

B13. Remarks:

*B14. Evaluator:

*Date of Evaluation: _____

(This space reserved for official comments)

Sketch Map with north arrow required.

attached

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

Primary # _____

HRI # _____

Trinomial _____

Page 3 of 3 *Resource Name or #: (Assigned by recorder) _____

Recorded by: _____

Date: _____

☐ Continuation

☐ Update

About 2630 Las Palmas Escondido

Entry statement theme property at the entrance to the "Adobe Hills" Residential District

The subject property is part of the group cited and awarded recognition in 2015 by the City of Escondido. See: Historic Preservation Adobe Presentation Awards May 2015.
<https://www.escondido.org/Data/Sites/1/media/pdfs/HistoricPreservationAwardsMay2015.pdf>

During WWII, Lawrence R. Green rancher and land developer acquired a large citrus grove on a tract of land originally called "Homeland Acres". It was located along south Escondido Boulevard. He subdivided and sold off individual lots. By May 1, 1949 the *San Diego Union* reported that ten homes were already under construction within Green's "Longview Acres" adobe only housing development. Local residents now refer to the as immediate area "Adobe Hills". This subdivision contained the subject property. Green established road easements and CC&Rs for his subdivision. One requirement therein was that all homes had to be of adobe construction. To support this and for additional revenue, Green purchased the previously Fresno based *Caladobe* brick manufacturing plant owned by Foster and Kleiser. This adobe brick factory was conveniently located nearby to supply home builders. The sales offices for the L.R. Green development were located very close to the subject property and are located off Citracado and Cranston. Today it is a private residence. Famed adobe master designers and builders the Weir Brothers also had their office with walking distance of the subject on Escondido Boulevard.

The primary entrance to Green's subdivision on the US 395 side was Las Palmas Avenue. Its name means "The Palms". The neighborhood became attractive as many theme-consistent palms and adobe homes slowly and surely sprang from the soil in Green's subdivision over the course of several decades. Because the subject was the first property on the north side after the corner at Cranston Street as one enters "Adobe Hills" the entire frontage of the subject was lined with 18 palm trees which act as the street's theme. They remain in place to this day. The balance of the property was augmented with another still-existing 15 palms. Such an entry and statement confirmed the slogan on the thematic sign that was erected many decades ago and still stands across from the subject on the Cranston corner that proclaims, "Beautiful Las Palmas".

As required by Green's subdivision regulations, the 1.1 acre subject was improved with an adobe home that was a showcase for Las Palmas at the time. At the time of its construction it surpassed most others as to size. It originally contained in excess of 3,364 square feet with 4 large bedrooms, 5 full bathrooms, maid's room and two lanai rooms. It still does to this day. Today some of the homes do match this size because of later day carport conversions. In addition to its atypically large and elongated living area, attached to the subject is an original 3-car 620 square foot Weir Bros. design of its adobe carport.

The home has been owned some notable people over its years including the daughter of LR Green the developer, the creator of Roller Derby and a plastic surgeon who often housed his Hollywood clients at the home to recover anonymously.

The construction of this home was started in 1955 and completed in 1956. It reflects a popular architectural style of its day sometimes called "California Ranch Adobe." This classic single story structure stretches more than 120 linear feet across the 200 foot wide upslope lot. The home with its abundant palms, very lush landscaping between retaining walls and house front has a large diving board depth freeform pool. There is a wrought iron entry gate, adobe entry statement, oleander hedges and 18 giant palms in a row guarding the front of its 1.10 acres. With design and construction was verified by the 95 year old former owner of 35 years to be the historically significant Weir Bros. Adobe Company. Its

livable interior is graced by signature Larry Weir hallmark accouterments, including massive living room picture window, original knotty pine cabinetry throughout the kitchen, dining areas, bedrooms and hallways, knotty pine ceilings, several adobe retaining walls together with a used brick fireplace and a sunken walk-down built-in tub in the master bathroom.

The home construction is of massive and heavy (over 90 pounds each) individual adobe bricks that are 12 inches thick and lengths that vary between 12 and 18 inches. The adobe survived the decades in good condition. Because of their weight, such bricks of this size are no longer made in production runs. The home is built on a concrete slab. The adobe bricks are whitewashed. In the 1970s a tile roof typical of the area replaced the original shakes with tile trim. The pool area added in 1962 is complemented with a diving board and a full external bathroom built-in to the side of the primary residence. The exterior walkways and stairs were paved with used bricks that remain to this day. The used brick in and around this home was scavenged from the tear-down of the old Escondido High School. Also original is the built-in and restored-to-original cabinetry as well as the crank-out original window frames and glass.

All of the above elements and the site landscaping work synergistically to imbue the property with a revivalist reference to an old California adobe ranch estate in the countryside. Photographs and a diagram are included with this recitation showing the 18 Palm theme placements along the entrance to Las Palmas, the remarkable width of the home augmented by the carport footage and pleasing upslope site placement of this single story home. This home never fails to elicit appreciative comments from those that visit this iconic property.

Appendix B

2630 LAS PALMAS AVENUE 92025

CHAIN OF TITLE GRANT DEED TITLE TRANSFER SUMMARY & OCCUPANCY DETAILS

BASED UPON CHICAGO TITLE COMPANY RESEARCH AUGUST 16, 2017

(COPIES OF ALL RECORDED TITLE CHAIN DOCUMENTS SINCE 1944 ATTACHED HERETO)

Pre-Oct 30 1944 Missouri Power Company vacant land

Oct 30 1944 Lawrence H Green vacant land

Mar 05 1955 Title of land to and home construction starts for Mildreth Von Klein Smidt -*daughter of L H Green & Helen H Bannister a previous Weir client and original owner of home built in 1951 by the Weir Bros at 2985 Su Siempre Escondido*, which is also on the Local Register

May 06 1960 Robert M & Hattie B Bay interim investors or straw title holders

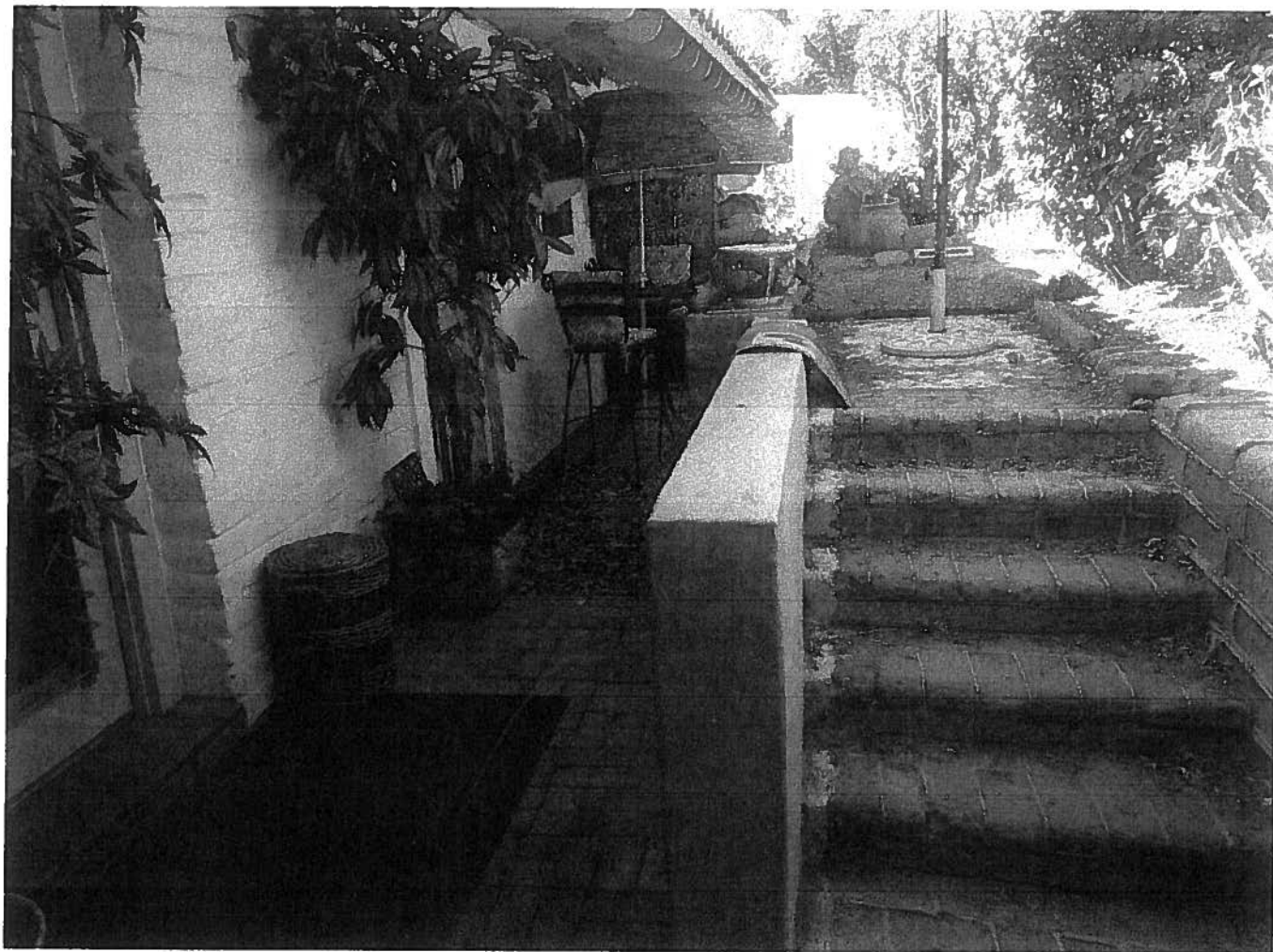
May 06 1960 Oscar & Agatha E Seltzer occupant and industrialist. With his brother Mr. Seltzer was the founder of the popular and nationally known *Roller Derby*.

Oct 09 1967 Walter W De Lear non owner occupant property was vacant at time that his subsequent sale occurred to Maloney according to Maloney

Oct 24 1977 Robert S & Johana Maloney shows on title documents (original grant deed not found per Chicago Title Co. research.) Title is never-the-less insured to present owner) Sale occurred in 1970 according to Mrs. Maloney. Maloney family occupied the subject for approximately 35 years. *Older long-time neighbors report that Robert Maloney was a plastic surgeon and at times he had his Hollywood patients recuperating at the subject property. Dr. Maloney passed away at the subject property in 2014. Maloney daughter reportedly held physical training classes in the carport during 2013-mid 2014. Johana Maloney was born and raised in Indonesia and speaks Dutch and English*

Sep 31 1996 Johana Maloney Revocable Trust later transferred to Maloney Family Trust 2 - Property was vacant after death of Dr. Maloney from mid 2014 to when it sold to Dr Cowan in 2015.

Oct 27 2015 Errol Cowan, PhD former professor at SDSU, partner of the Sanford R Goodkin Research Company and professor at the University of Virginia was and is the present owner and occupant. At the time of sale to Dr. Cowan, Mrs. Maloney was 92 years old and in a care facility. She has since recovered and alternately lives with family members in Valley Center and Hawaii.



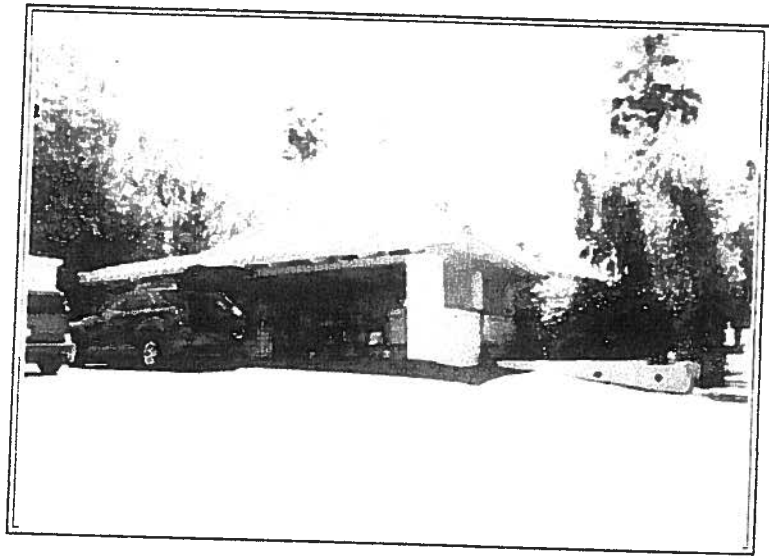
Back of house
note 36" x 12" adobe block
note adobe steps to garden.



Front of house

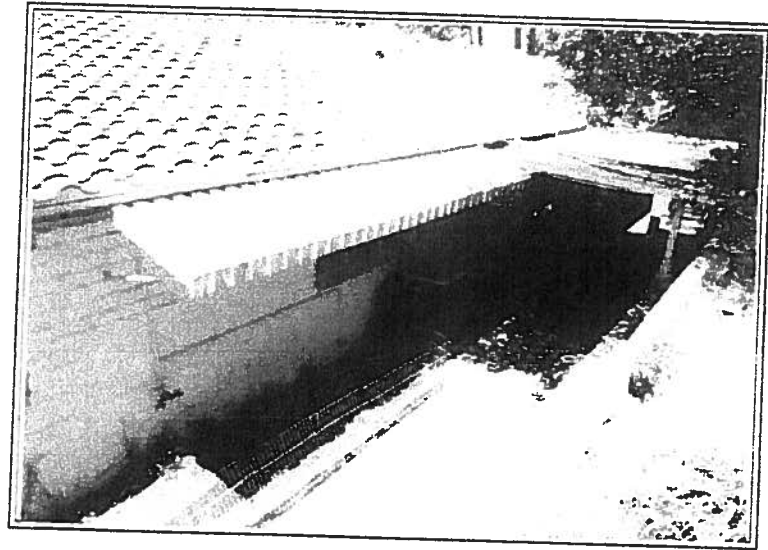
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Errol Cowan		File No.: 0343co17
Property Address: 2630 Las Palmas Ave		Case No.: 044-5747248
City: Escondido	State: CA	Zip: 92025
Lender: Reverse Mortgage Funding LLC		

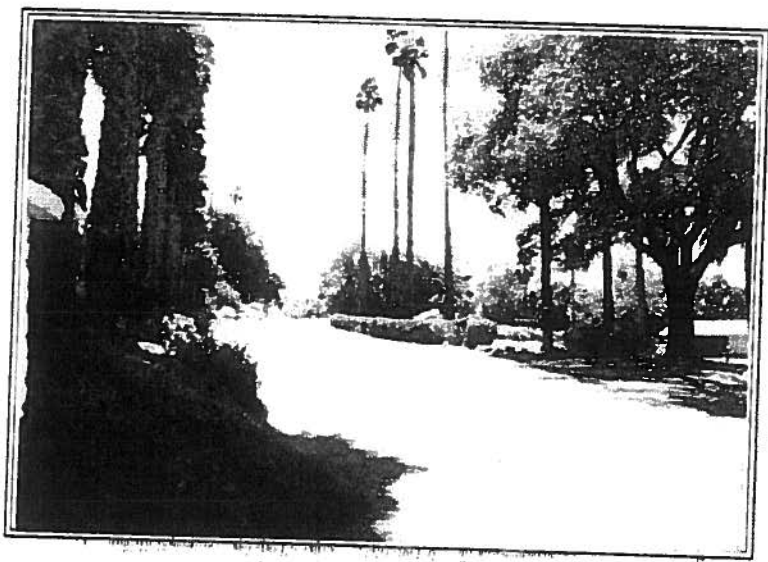


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: June 27, 2017
Appraised Value: \$ 715,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE



*Attached Carport
Typical Weir Bros Feature*



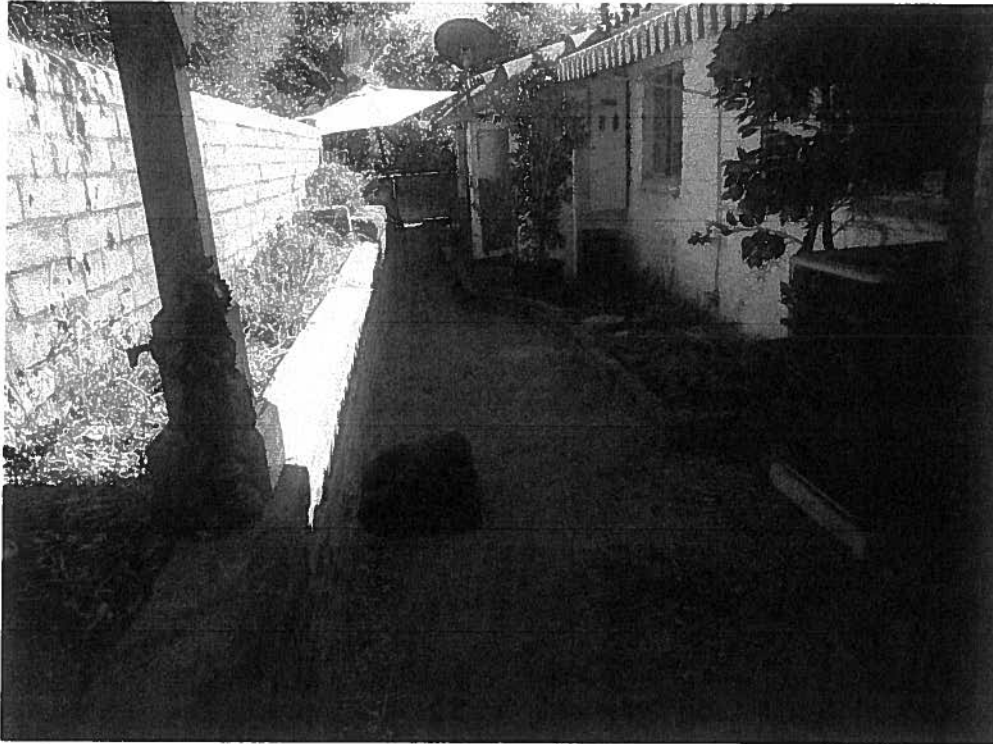
Front of house at pool area



Historic marketing sign.



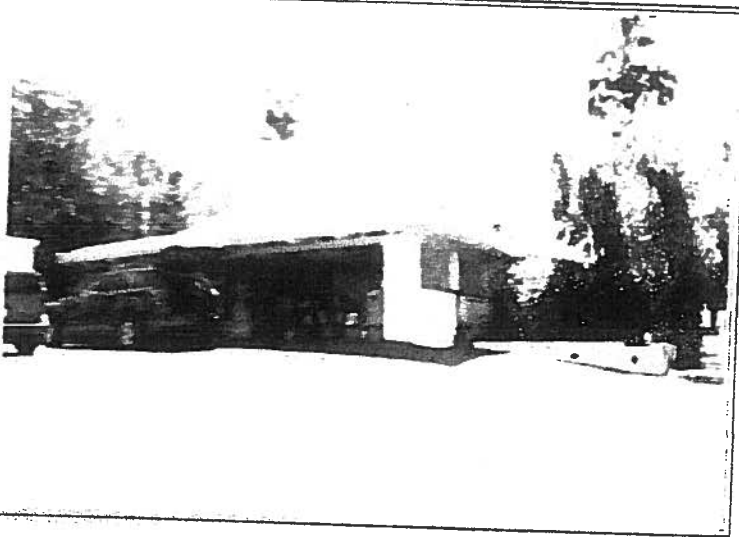
18 palms lining subject frontage
viewed from "Beautiful Las Palmas Sign"



house back
note adobe retaining walls

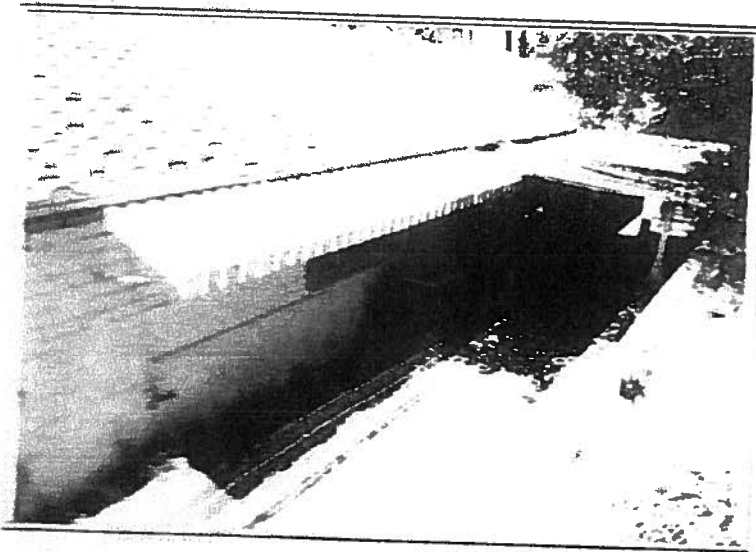
SUBJECT PROPERTY PHOTO ADDENDUM

Estimate: Eric Cowan	File No. 0343cc017
Property Address: 2830 Las Palmas Ave	Case No. 344-5747248
City: Encinitas	State: CA
Client: Reverse Mortgage Funding LLC	ID: 92025



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: June 27, 2017
Appraised Value: \$715,000



REAR VIEW OF
SUBJECT PROPERTY



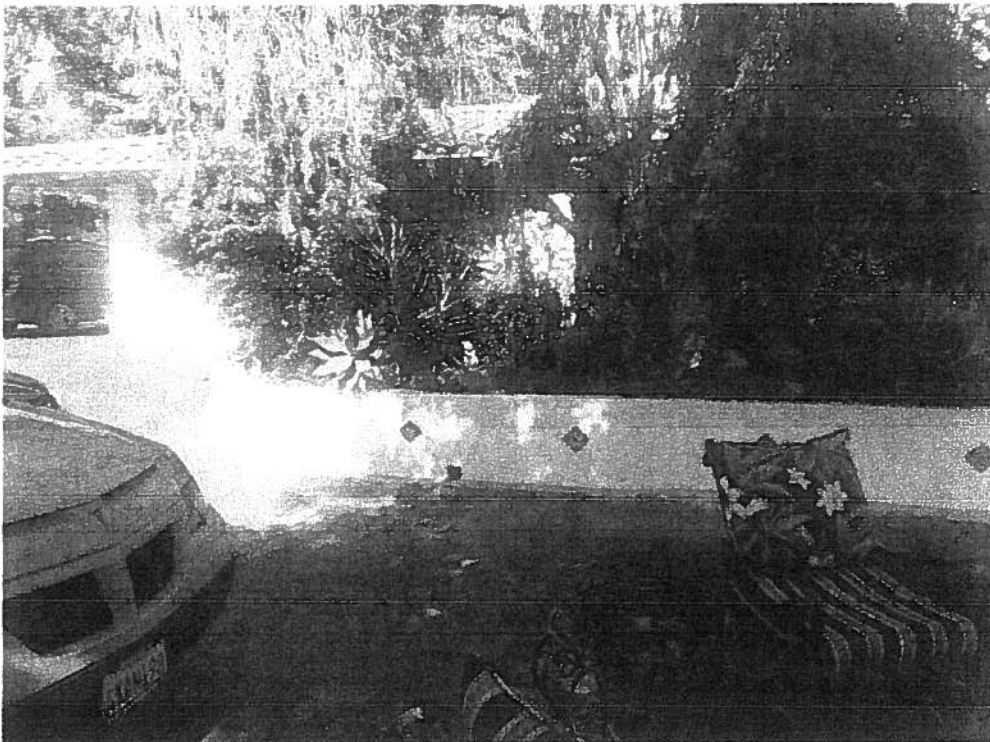
STREET SCENE



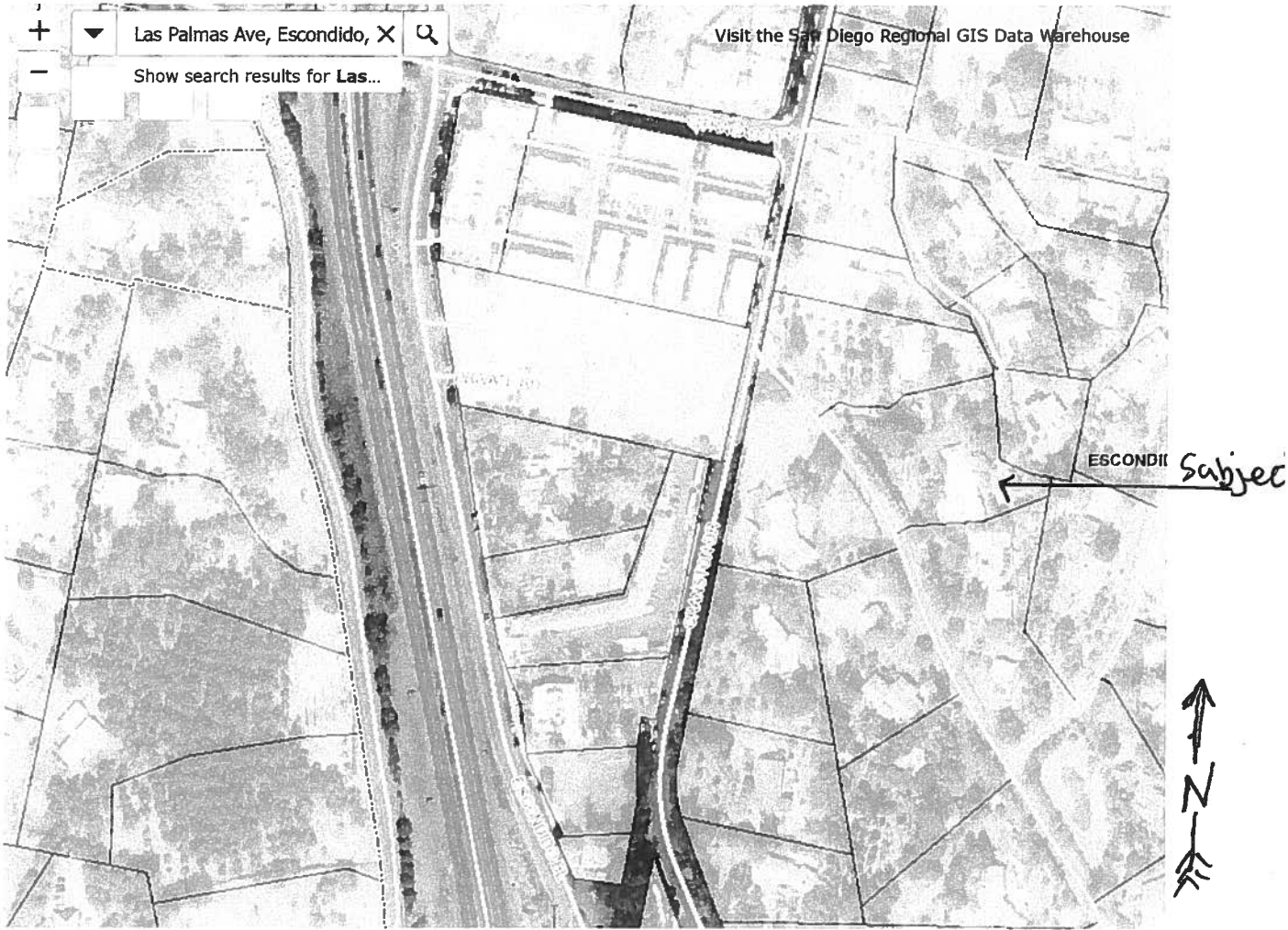
Back of house
note 36" x 12" adobe block
note adobe steps to garden.



Front of house at pod area



*Attached Car port
Typical Weir Bros Feature*



Location Map

200ft
33.091 -117.064 Degrees

All Rights Reserved



CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

**HISTORIC PROPERTY PRESERVATION
(MILLS ACT) APPLICATION AND AGREEMENT**

FOR INTERNAL USE ONLY	
Case No.	<u>HP17-0009</u>
Date Submitted:	<u>9/26/17</u>
Project Planner:	<u>P.B.</u>
Fees:	<u>NA</u>
Receipt No.:	<u>NA</u>
☐ Incomplete	_____ Date of Notice
☐ Complete	_____ Date

APPLICANT/CONTACT PERSON

Name (Print): Errol Cowan
Address: 2630 Las Palmas Avenue
City, State, Zip: Escondido CA 92025
Phone: (760) 906-1966
Fax: _____
E-mail: ishcaw@yahoo.com
Signature: _____

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Errol Cowan
Address: 2630 Las Palmas Avenue
City, State, Zip: Escondido CA 92025
Phone: (760) 906-1966
Fax: _____
E-mail: ishcaw@yahoo.com
Signature: _____
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 2630 Las Palmas Avenue
Assessor's Parcel Number: 238-160492
Historic Name: Las Palmas House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☒ Local ☐ State ☐ National
Date of Designation: _____
Local Register Listing: ☐ Yes ☐ No
Date of Listing: _____

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

See attached

2630 Las Palmas Improvements

Built 1955 Finished 1956

1962 Freeform pool with concrete decks and fence added

1970s Wood shake & tile roof replaced with all tile roof

2005 Cracks in concrete slab foundation inside home repaired

2005 Mixed varieties of tiles on interior floor replaced by all the same Saltillo tiles.

2005 Fixed and replaced non-functioning shower and bathroom drain line.

2005 Missing retaining walls replaced with new retaining walls

2006 Repainted entire interior

2006 Electrical system upgraded with selected new plugs/wiring and replaced one breaker box.

2006 Tiles replaced on selected interior walls

2006 Worn and damaged entry doors in master bedroom replaced with new French doors.

Future Improvements:

Replace or repair and refinish worn and weathered exterior pool door, maid's room door and front door

Have extensive debris and possessions left by former owner collected and hauled away

Replace damaged and unsightly fiberglass pool fence

Replace damaged and weathered large canopy over outside patio adjacent to lanai room

Replace weathered existing canopies over outside windows

Repair, replace or remove unsightly tool shed proximate to car port.

Repair and reseal or repave the entire long driveway which has been damaged by tree roots.

Replace missing gutters and downspouts around entire house

Clean and repaint adobe wall entry statement on street

Maintenance, sealing and repair of adobe brick retaining walls around home

Replace dying and dead Oleander hedges

Install functioning sprinkler system to keep lush plantings alive



ESSENTIAL BUILDING RECORD

ADPCC

455

PARCEL 238-160-48-42

DESCRIPTION OF BUILDING

[illegible]

COMPUTATION

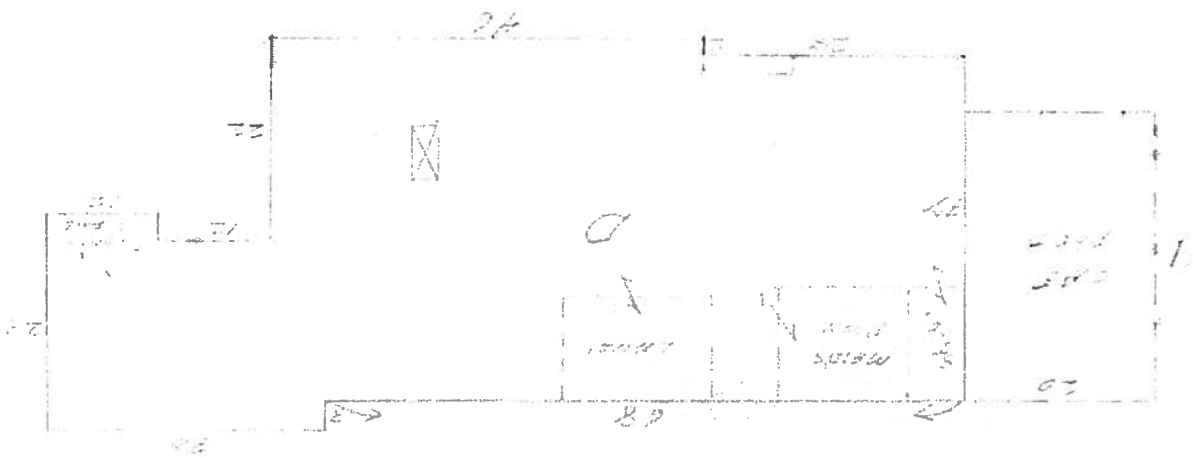
[illegible]

DESCRIPTION OF BUILDINGS

[illegible]

COMPUTATION

[illegible]



CONCRETE P = 2.36

24 x 22 =	25.16	1.2
10 x 20 =	80	1.0
6 x 8 =	132	1.0
3 x 12 =	600	1.0
	36	1.0
	3364	

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:



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.

 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.

 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.

_____ 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.

_____ OWNERS' INITIALS

an

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.

____  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.)

A handwritten signature in black ink, consisting of a stylized, cursive letter 'G' or 'C' followed by a horizontal stroke.

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: _____
[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: _____



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.: HP 17-0009

Project Location - specific: Addressed as 2630 Las Palmas Avenue (APN 238-160-4200), located on the east side of Las Palmas Avenue just south of Cranston Drive.

Project Location - City: Escondido, **Project Location - County:** San Diego

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 1.1 acres subject property in the RE-30 (Residential Estates, 30,000 SF minimum lot size) zone, located in the E2 (Estate II) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Name: Errol Cowan

Telephone: (760) 906-1966

Address: 2630 Las Palmas Avenue, Escondido, CA 92025

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource 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: _____

Assistant Planner II

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.3
Date: October 19, 2017

TO: Historic Preservation Commission
FROM: Paul Bingham, Assistant Planner II
REQUESTS: Residence addressed as 625 South Juniper Street (case number HP17-0006)

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.

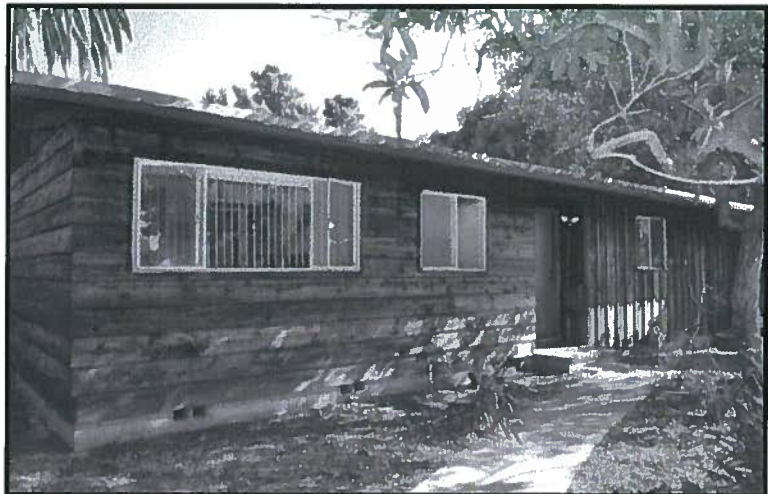
Local Register of Historic Places Listing

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 625 South Juniper Street (APN 233-272-1400) consists of .122 acre with a single story Joseph Eichler style Mid-Century Modern residence with various elevations of



stacked concrete block, stucco and cedar siding built in 1957. Very little, except the removal of two jalousie windows to accommodate a window air conditioner, has been done to alter the residence from its original appearance. An attached carport/garage includes a mechanic's floor pit built to accommodate the original owner's interest in restoring classic cars. This house was included in the 2017 Mother's Day Home Tour. The current owners desire to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation. The owners are proposing as part of their contract to do important repairs. (See attached list of improvements.)

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 format, State Department of Parks and Recreation forms (see 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, Larry Gonzales, is to consider placing this resource on the Local Register.

The property meets the following two of seven criteria (*note that at least two are required for Local Register listing approval*):

2. Escondido building that embodies distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.

This residence is a unique, unaltered Mid-Century Modern built in the Joseph Eichler style with low A-framed roofs, vertical wood siding, post and beam construction, floor-to-ceiling windows looking out onto private outdoor rooms and an entry oriented away from the street.

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 Mid-Century Modern residence was finished in 1957 and is currently 60 years old.

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 adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Property Address: 625 South Juniper Street
Property Owner: Larry Gonzales

1. Restain exterior wood surfaces (in process)
2. Replace roof (planned)
3. Have chimney inspected and cleaned (planned)
4. Replace damaged rafters and eaves (planned)
5. Renovated garage doors and carport enclosure (planned)
6. Create a more practical walkway to the front door (planned)
7. Landscaping, including a retaining wall and fence for the front yard (planned)
8. Upgrade electrical to include grounding (planned)
9. Repipe house (planned)
10. Replace water heater as needed (planned)



Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

Case No.:	HP 17 - 0006
Date Received:	8/21/17
Received By:	P.B.
Fees Received:	NA
Date Approved:	
Application:	☐ Incomplete ☒ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

Applicant: Larry Gonzales
Address: 625 S. Juniper St.
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 619-244-8338 (W) 858-693-2298

Present Property Owner: Larry Gonzales
Address: 625 S. Juniper St.
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 619-244-8338 (W) 858-693-2298

Address of Site/Structure: 625 S. Juniper St.
Assessor Parcel No.: 233-272-14-00

Present Land Use: Residential
General Plan Designation: U-1
Tier/Neighborhood: Old Escondido N'hood Historic Distr.

Common Name/
Historic Name: Brothers House
Architural Style: Mid-Century Modern

Zoning: R-1-6
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)

Larry Gonzales Aug 19, 2017 Larry Gonzales Aug 19, 2017
Applicant Signature (Date) Property Owner Signature (Date)

1. This structure is a mid-century modern residence designed and built by the owner in the Eichler style beginning in 1956 and completed in 1957. It is one of several mid-century modern homes in the Old Escondido Historic District, but is unique in its very simple one-story design with natural cedar siding and its siting with the front door facing the alley. The car/porgarage was built to accommodate the owner's interest in restoring classing cars including a pit for accessing vehicles from underneath. The interior remains nearly intact from the day it was built, including pink bathroom sinks and bathtub, kitchen appliances and Formica (c) kitchen counters, built-in shelves in the living room, and pull-down ceiling fixture over the dining room table. A built-in barbecue that shares the indoor fireplace chimney and hidden storage spaces in the exterior of the garage closely mimic the board and batten siding. The living room and kitchen ceilings are clear-heart redwood. Interior is not to be included for Local Register status; for incidental information, only.

2. Very little has been altered from the original building; two jalousie windows were removed to insert window air conditioning units and the carport was enclosed with plywood panels and doors that can be removed, but the rest remains intact.

3. There are no known threats to the site or structure.

ESCONDIDO HISTORIC DESIGNATION APPLICATION

Mills Act Application Submittal Requirements

Applicant: Larry Gonzales
Historic Name of Property: The Brothers House
Address: 625 S. Juniper St., Escondido 92025

Complete legal Description of property:

LEGAL DESCRIPTION

Real property in the City of Escondido, County of San Diego, State of California, described as follows:

THAT PORTION OF LOTS 7 AND 8 IN BLOCK 119 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 336 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, LYING NORTHWESTERLY OF A LINE WHICH IS PARALLEL WITH AND SOUTHEASTERLY 60 FEET FROM THE CENTER LINE OF THE ALLEY LYING WITHIN SAID BLOCK 119.

THIS DEED WAS MADE TO CORRECT THE DESCRIPTION IN THE DEED RECORDED DECEMBER 6, 1955 IN BOOK 5894, PAGE 582 AS FILE NO. 159063, DESCRIBING THE NORTHEASTERLY 60 FEET (TO THE CENTER OF THE ALLEY) OF LOTS 7 AND 8 IN BLOCK 119 OF ESCONDIDO IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, MAP NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER JULY 10, 1886.

APN: 233-272-14

List of past and present occupants/owners:

William "Bill" and Phyllis Brothers, owner occupants 1956-2006
Phyllis Brothers, owner occupant 2006-2016

William Nelson Brothers was born in 1915 on his grandmother's farm in Michigan, the third of five children. In 1918, the family moved to Kalkaska, Michigan, where he grew up. As a boy and enterprising young man, Bill worked on the family dairy farm, in his father's feed store and flour mill, and ran the phonograph for silent movies at the local theater. After graduating from high school in 1933, he attended business college in Detroit. In 1935, he was employed by the Work Progress Administration (WPA) and his name was entered on the Democratic ballot for county clerk, but he left town to avoid being elected. In 1939, he met Phyllis Swanson at the Torch Riviera, a dance hall on Torch Lake, Michigan and they married six months later. A son was born in 1942 and then a daughter; the family moved to Escondido in 1950. Their third child was born here. William was a paving job supervisor, employed by Cox Brothers Paving in Orange County, which meant working out of town and returning home on weekends.

While in Orange County, William was involved in the paving of Disneyland, a number of housing tracts, and many custom homes. He picked up the blueprints and plans for some of the houses he was interested in and made sketches of others. Some of these were left in the Juniper home when sold in 2016.

After a few years, William went to work for the Sim J. Harris Paving Company located in Miramar. Here he continued to supervise jobs that involved modern home design.

625 S. Juniper, Submittal Requirements, page 2

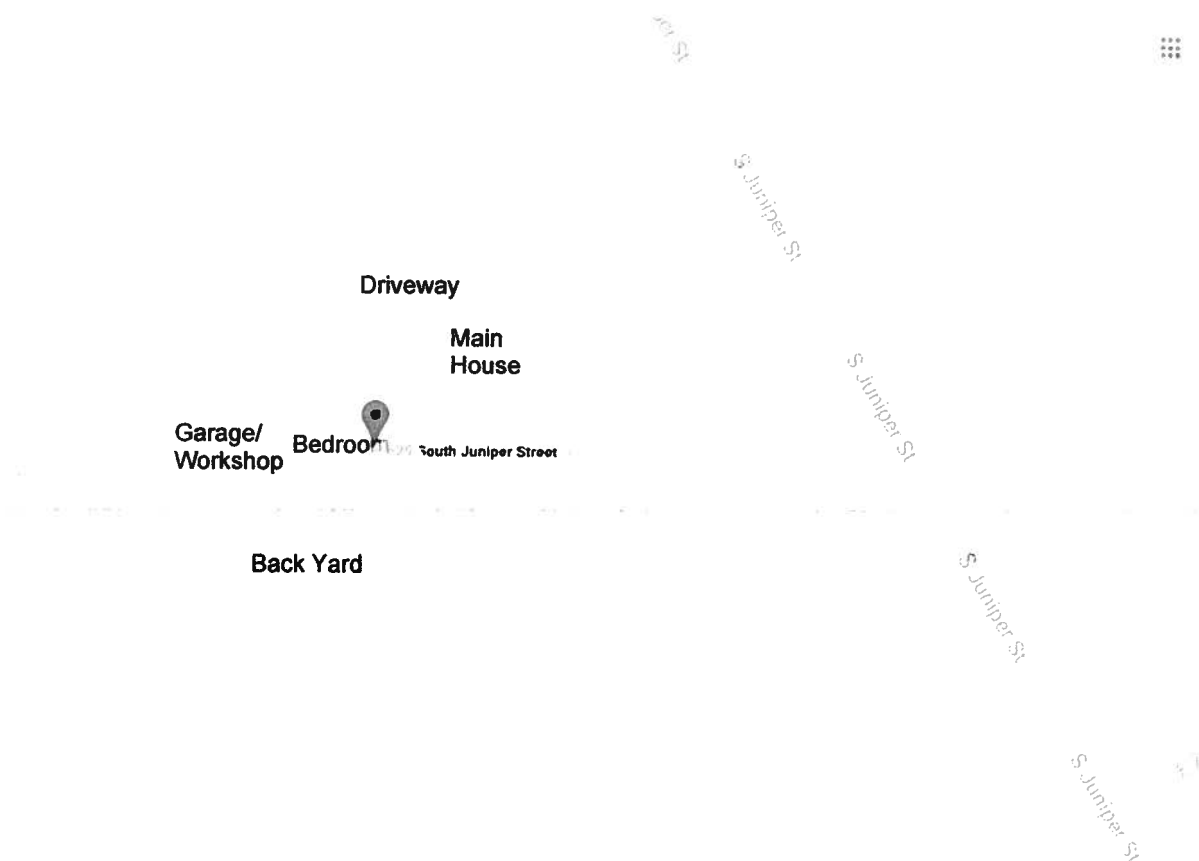
William had formal training in drafting and architectural design in his youth, which allowed him to pick features that he liked from different homes and produce drawings. The drawings were then submitted to an architect, who produced the blueprints. He hired local sub-contractors and was personally involved in the building of this home.

William and Phyllis raised their three children in this home and they both lived here for the rest of their lives. William passed away in 2006 and Phyllis in 2016. The house remains nearly intact, both inside and out, from the time it was built in 1957.

Larry Gonzales, owner occupant October 5, 2016 to present

Pauline Gonzales and John Newsome with their two children, October 5, 2016 to present

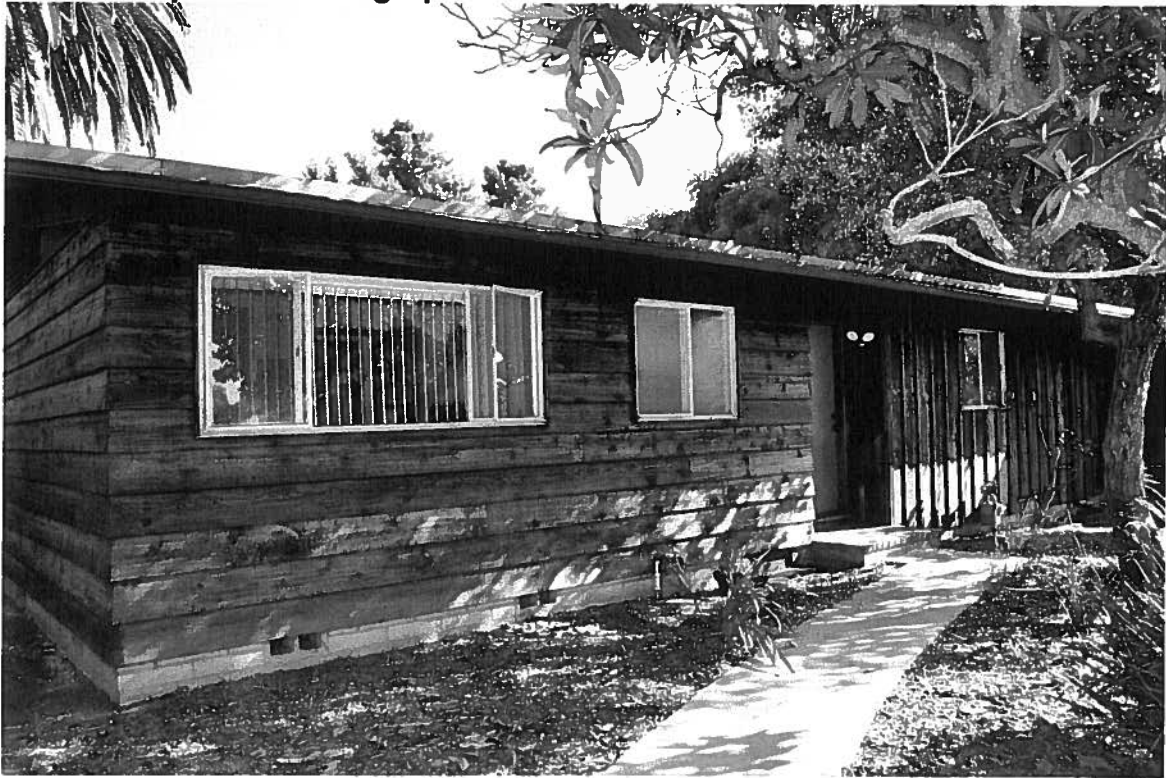
Site Plan



Photos of exterior of structure/site

See next pages

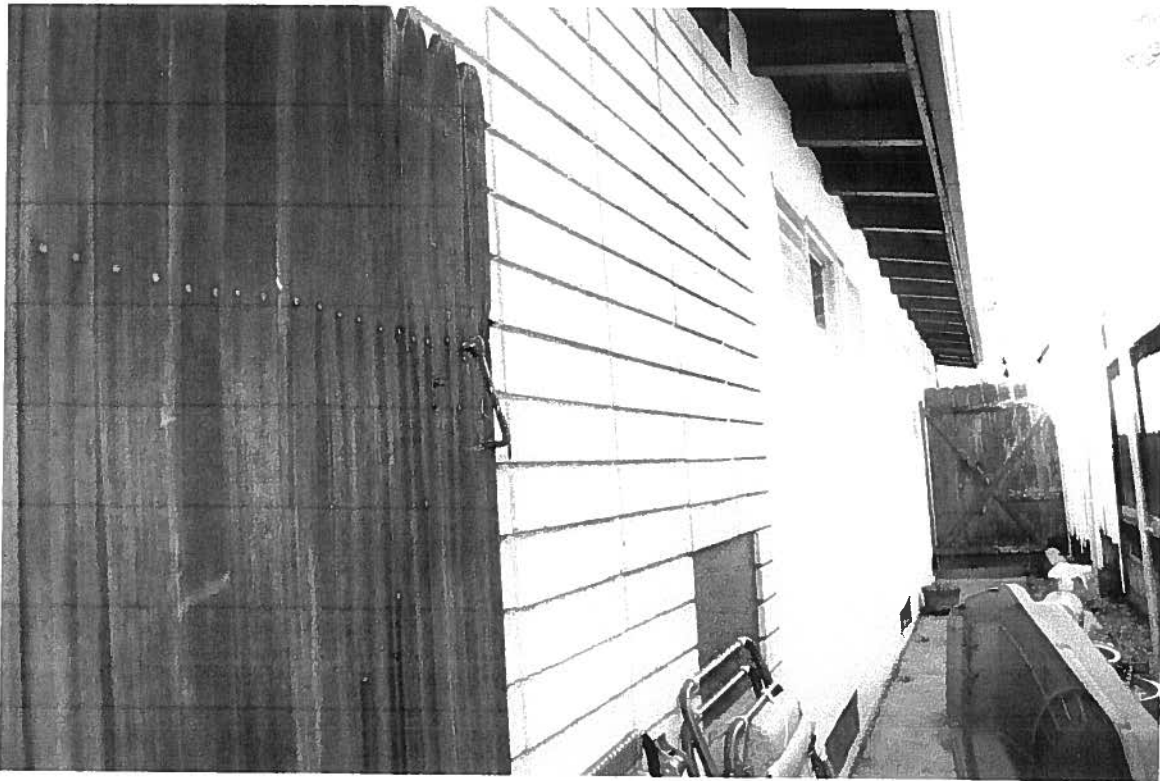
625 S. Juniper St. Photographs



Front of house, north elevation facing alley



East elevation, facing Juniper St.



South elevation showing concrete stacked blocks and stucco



West elevation with built-in barbecue on the right, bedroom to the left



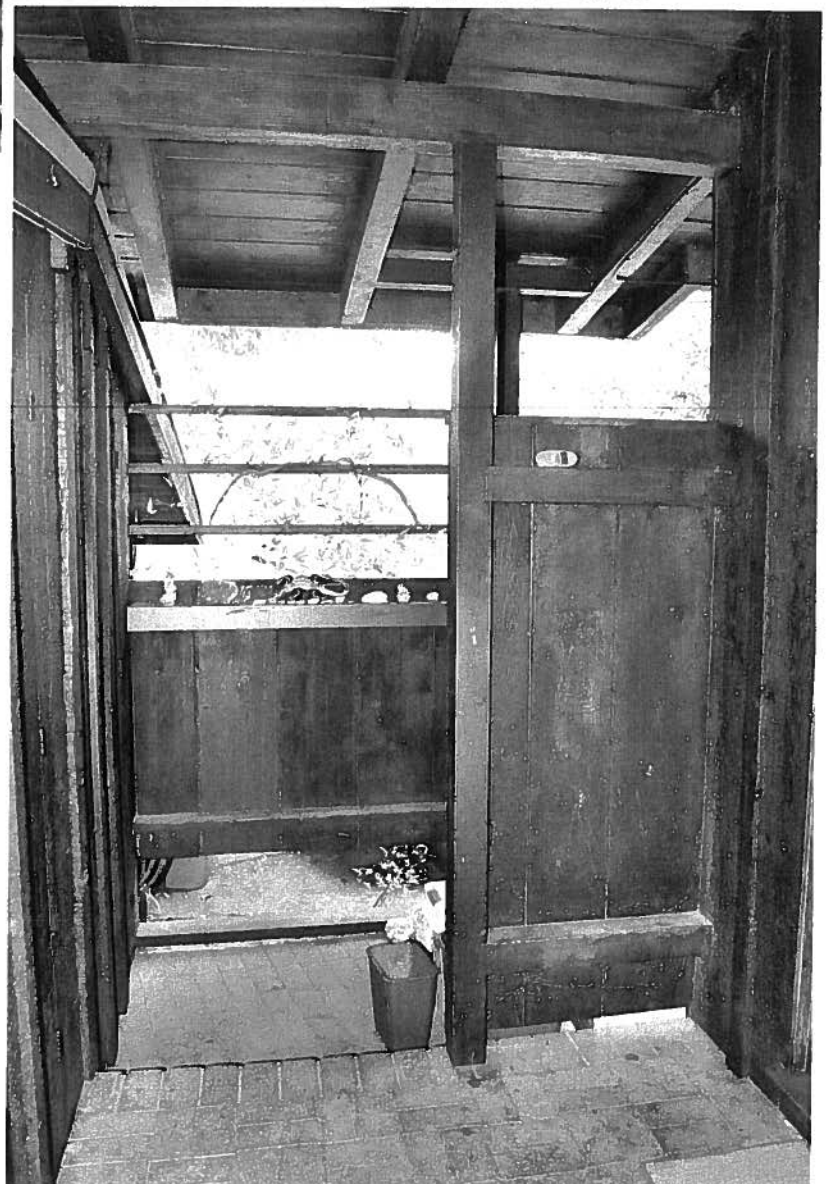
Massive beam supporting rear roof extending over porch



Hardware securing beams between windows on rear of house



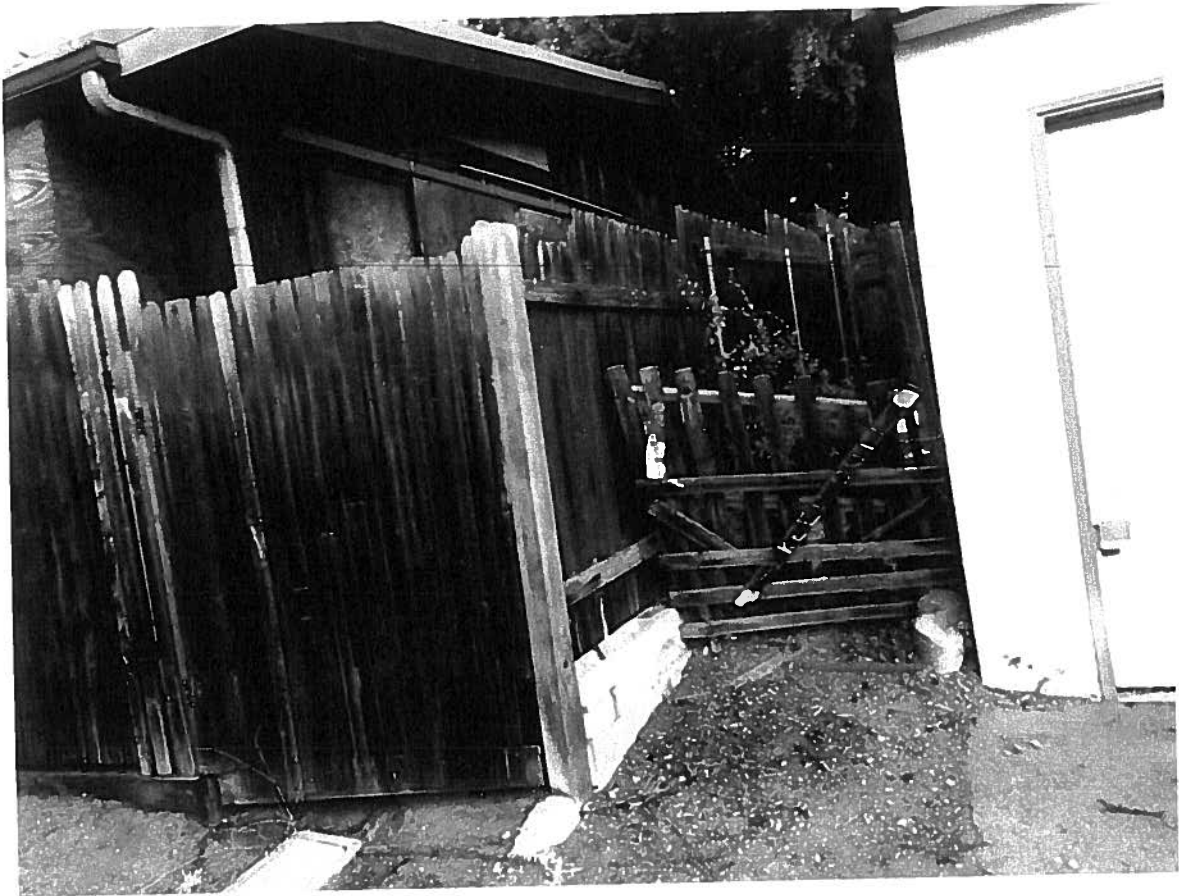
Original light fixture over back porch



Breezeway between house and garage, looking north



South wall of garage with access to bedroom, board and batten disguises shallow storage cabinets to the left.



West wall of garage with sliding barn-style door and triangular window under eave

625 S. Juniper, Submittal Requirements, page 3

Evidence that the property owner has consented to designating the Historic/Cultural Resources as a Historic Landmark/Local Register Property:

By his signatures at the bottom of the Historic Designation Application form, the applicant and property owner, Larry Gonzales, confirms his consent to designate his property at 625 S. Juniper St. as a Local Register Property.

Chain of Title:

See next pages^h

**Chain of Title for 625 S. Juniper St.
The Brothers House**

**October 5, 2016 - present
Larry James Gonzales, Sr.**

**March 1957 – October 5, 2016
William N. and Phyllis L. Brothers**

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 ____ of ____ *Resource Name or #: (Assigned by recorder) 625 S. Juniper, Escondido

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*a. County San Diego 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 625 S. Juniper St. 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)

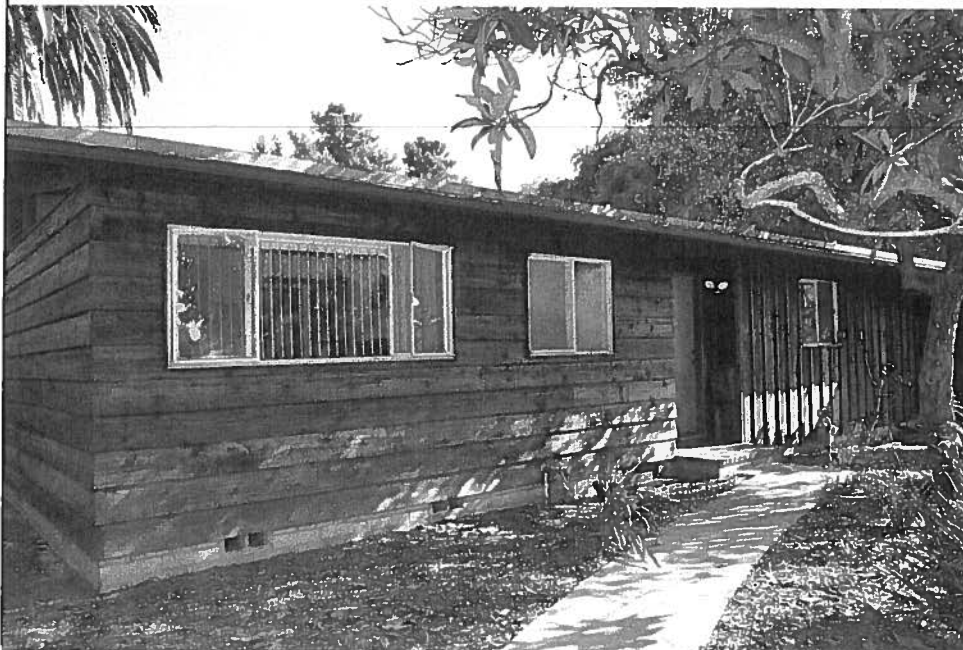
APN 229-306-03-00 Long/Lat-117.0752/33.1180 Old Escondido Neighborhood Historic District

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

Mid-Century Modern house in the Eichler style is a one-story, 1,2764 square-foot, side-gable residence with low sloping rolled composition roof and is in overall good condition with very minor alterations. Inside the main house, there are three bedrooms and one bathroom with an addition bedroom and half bathroom accessed from the rear yard, adjacent to the garage. Currently, many original interior features remain intact, including pink bathtub and dual bathroom sinks, boomerang Formica® kitchen counters and ash cabinets, and clear heart redwood beams and ceilings. The exterior siding is rough cedar, a combination of 1" x 8" deep overlapping planks and board and batten and the foundation is concrete block with access to the crawlspace from the north side. The centrally located simple slab front door is located at the center of the north side and accessed via a single step up to a small brick-covered front porch and faces

the alley on the north side of the property. To the left of the front door, are overlapping planks and two aluminum-framed windows, the first, nearer the corner, is wider with a stationary pane in the center flanked by jalousie windows on either side. The second window, located between the first window and the front door, is square, and divided into two panes; the left opening as a casement and the other stationary, and the glass is obscured to protect privacy in the bathroom. To the right of the door, the siding is board and batten with another window, a side-by-side dual casement offering a view from the kitchen sink. The right edge of the house meets a covered breezeway adjacent to the garage.

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



The north side of the house faces Juniper Street and features the horizontal overlapping plank siding. Two triangular windows sit high in the gable with a wooden vent located in between, its left edge aligning along the center and shortening the width of the window to the right. A massive, clear-heart redwood beam with angled end juts out from the peak of the roof, beyond the roof edge at each end.

(Description continued on next page)

CONTINUATION SHEET

Property Name: _____

Page 2 of 11

P3a Description, continued –

The south side of the structure is flat and surfaced with stucco on the eastern portion with a span of stacked brick, set even with the stucco wall. The brickwork is interrupted by a small square plain cabinet door that allows firewood to be loaded inside, next to the fireplace.

The east elevation faces onto a small backyard. The roof extends well beyond the house and the massive center beam supports the weight and is, itself supported by a vertical post. The stacked concrete bricks found on the south side wrap around the west side and a built-in barbecue is located there, sharing the same chimney as the fireplace inside. There are two more small square wooden doors to the right of the barbecue for access to storage. The remaining two thirds of the back wall is made up mostly of glass. In the center is an aluminum-framed sliding-glass door flanked by stationary windows with shorter jalousie windows below. The jalousie window on the left is the same width as the window above but the jalousie on the right is narrower to allow space for a window air conditioner to the right of it. It is not clear whether or not the space for the air conditioner was part of the original design of the house although there is what is likely original board and batten filling the gap between the porch floor and the bottom of the air conditioner. Trapezoidal stationary windows extend from the tops of the windows and sliding glass doors to the eaves. Large wooden beams separate each of the windows both vertically and horizontally and massive metal brackets tie them together where they join. To the left of that is a wood solid-core door, leading into the dining room/kitchen area and more board-and batten can be seen between the door and the corner of the house. Hanging in the middle of the porch is a mid-century light of heavy black wire surrounding a white globe, original to the home. The porch foundation is cinder block with red brick surface and a concrete block-formed bench reaching on the south edge, reaching to the far edge of the porch. Two relatively narrow brick-topped concrete block steps lead down into the yard.

Adjacent to the northwest corner of the house, just past a small breezeway but partially tucked under the eave of the house, is a secondary structure that houses the garage, a workshop, and a bedroom/bathroom accessed from the backyard. The roof is a very flat-pitched gable roof that runs parallel to the peak of the residence's roof. The south wall has a narrow section of board and batten on the east end but the rest is stucco. A square jalousie window sits to the right of the board-and-batten door to the bedroom. To the left is a much larger stationary window with short jalousie window underneath and another window air conditioner fills the space next to the jalousie window, not likely to be original, as a temporary plywood board fills the rest of the space most likely occupied by another section of jalousie windows previously. Inset and west of the bedroom area is a wide board and batten wall, part of the garage. Cleverly hidden by blending in with the board and batten are two doors that open to shallow storage spaces. A large set of 3-panels sliding on a barn-door-style track occupy most of the west end of the garage. A trapezoidal stationary window is offset toward the

CONTINUATION SHEET

Property Name:

Page 3 of 4

left under the eaves. Except for a section of board and batten with a horizontal window on the left, the north side of the former carport opening to the alley, has been enclosed with plywood sheets. The front of the garage includes a single-car plain plywood garage door on hinges that swings open from the center, surrounded by more board and batten. Within the small breezeway between the house and garage is more board and batten with additional camouflaged storage space hidden behind board and batten doors.

The house is located on a 5,326 square foot lot between a brick house built circa 1890 and an alley. To the west is a garage, very close to the property line. To the north is a Craftsman home, most likely built 1910-1920s. Significant Queen Anne and Italianate Victorians are located across the street and a range of other styles from various eras can be found surrounding the property in the Old Escondido Neighborhood Historic District.

PRIMARY RECORD

Primary #

HRI #

Trinomial

NRHP Status Code

Other Listings

Review Code

Reviewer

Date

Page _____ of _____ *Resource Name or #: (Assigned by recorder) 625 S. Juniper, Escondido

P1. Other Identifier: _____

*P3b. Resource Attributes: (List attributes and codes) HP2-Single family residence

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

P5b. Description of Photo: (view, date, accession #) View is from the edge of alley, looking south.
Digital photograph taken April 2017

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

☐ Both

Built in 1951, according to the son of the owner/builder, Timothy Brothers.

*P7. Owner and Address:

Larry J. Gonzales

625 S. Juniper Street

Escondido, CA 92025

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

Carol Rea, friend

420 E. 7th Ave.

Escondido, CA 92025

*P9. Date Recorded: August 18, 2017

*P10. Survey Type: (Describe)

Volunteer (intensive) - to meet Local Register Status application requirement

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

Timothy Brothers, son of owner/builder, William Brothers

*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 9

B1. Historic Name: Brothers House

B2. Common Name: Brothers House

B3. Original Use: Residential

B4. Present Use: Residential

*B5. Architectural Style: Mid-Century Modern

*B6. Construction History: (Construction date, alterations, and date of alterations)

The house was designed by William Nelson Brothers and constructed under his supervision, beginning in 1956 with the building permit signed off in March of 1957. There are no alterations other than the placement of window air conditioners where jalousie windows were once located.

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

*B8. Related Features:

B9a. Architect: None b. Builder: William Nelson Brothers

*B10. Significance: Theme Residential Architecture Area Central Escondido

Period of Significance Mid-Century Building Boom 1946-1969

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

The years 1945-1969 a span of time marked by great growth and innovative architectural design in Escondido history. The period started with the end of World War II and ended with the beginning of the space age. Soldiers, sailors, and defense workers who had seen the San Diego area during the war stayed here or returned with their families. The result was a boom in Escondido's population, increasing from 4,560 in 1940 to 37,900 in 1970, and making it a significant part of Escondido's history. Houses built to accommodate the expanding population were durable and solid, with a simpler design that encouraged outdoor living like never before. Limited building materials and accelerated rebuilding requirements led to the innovative use of minimal resources; new building methods and materials like aluminum-framed windows became popular quickly.

(See next page for further history)

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

*B12. References:

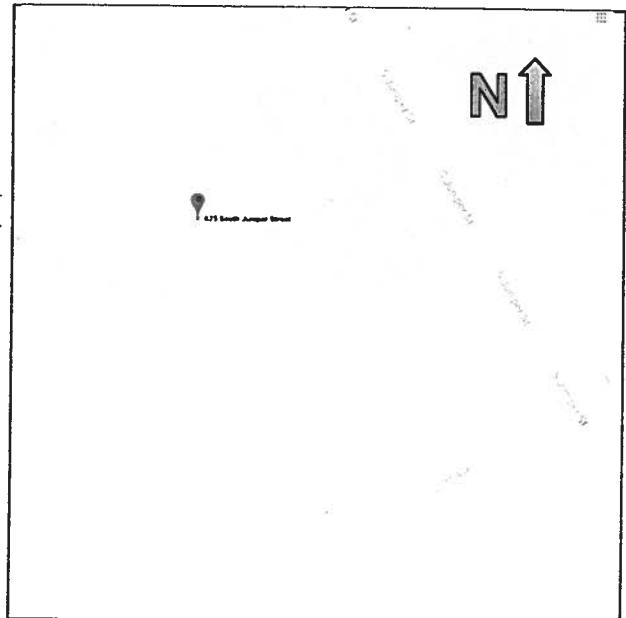
Letter from Timothy Brothers, son of William and Phyllis Brothers
Obituary, William Brothers, North County Times, November 4, 2006
Memorial, William Brothers, North County Times,
November 3, 2006

B13. Remarks:

There are not threats to this property at this time.

*B14. Evaluator: Carol Rea

*Date of Evaluation: August 18, 2017



(This space reserved for official comments.)

CONTINUATION SHEET

Property Name: _____

Page 2 of 9

William Nelson Brothers was born in 1915 on his grandmother's farm in Michigan, the third of five children. In 1918, the family moved to Kalkaska, Michigan, where he grew up. As a boy and enterprising young man, Bill worked on the family dairy farm, in his father's feed store and flour mill, and ran the phonograph for silent movies at the local theater. After graduating from high school in 1933, he attended business college in Detroit. In 1935, he was employed by the Work Progress Administration (WPA) and his name was entered on the Democratic ballot for county clerk, but he left town to avoid being elected. In 1939, he met Phyllis Swanson at the Torch Riviera, a dance hall on Torch Lake, Michigan and they married six months later. A son was born in 1942 and then a daughter; the family moved to Escondido in 1950. Their third child was born here. William was a paving job supervisor, employed by Cox Brothers Paving in Orange County, which meant working out of town and returning home on weekends.

While in Orange County, William was involved in the paving of Disneyland, a number of housing tracts, and many custom homes. He picked up the blueprints and plans for some of the houses he was interested in and made sketches of others. Some of these were left in the Juniper home when sold in 2016.

After a few years, William went to work for the Sim J. Harris Paving Company located in Miramar. Here he continued to supervise jobs that involved modern home design.

William had formal training in drafting and architectural design in his youth, which allowed him to pick features that he liked from different homes and produce drawings. The drawings were then submitted to an architect, who produced the blueprints. He hired local sub-contractors and was personally involved in the building of this home.

William and Phyllis raised their three children in this home and they both lived here for the rest of their lives. William passed away in 2006 and Phyllis in 2016. The house remains nearly intact, both inside and out, from the time it was built in 1957.

CONTINUATION SHEET

Property Name: _____

Page 3 of 9



William and Phyllis Brothers, August 1999

SATURDAY, NOVEMBER 4, 2006

William Brothers, 91

ESCONDIDO — William Nelson Brothers, 91, died Saturday, Oct. 28, 2006, at his home.

Born Sept. 30, 1915, on his grandfather's farm in Michigan, he came to Escondido in 1950. From 1937 until his retirement, he worked as a supervisor for road construction projects in Michigan and California. He was an avid and knowledgeable car collector.



Over the years, he acquired and restored antique cars and engines, including his favorite, the 1910 Chalmers Detroit. He recently completed the building of a Model T Speedster, parts of which he crafted by hand. He made many friends and acquaintances through his hobby and gave his assistance to many people.

Mr. Brothers was preceded in death by his brother, Burr Brothers; and sister Cleo Scott. He is survived by his wife of 66 years, Phyllis L. Brothers, of Escondido; sons and daughter-in-law William and Jane Brothers, and Timothy Brothers, all of Escondido; daughter Susan Brothers of Port Angeles, Wash.; brother and sister-in-law Harry and Shirley Brothers of Arizona City, Ariz.; sister Vivian Colsell of San Diego; four grandchildren and three great-grandchildren.

The family suggests donations to Elizabeth Hospice, 150 W. Crest St., Escondido, CA 92025.

North County Cremation is handling arrangements.

Mothers are the Flowers in the Garden of Life



20th Annual

Home Tour

Mothers Day

Old Escondido
Historic District

2017

The Brothers House

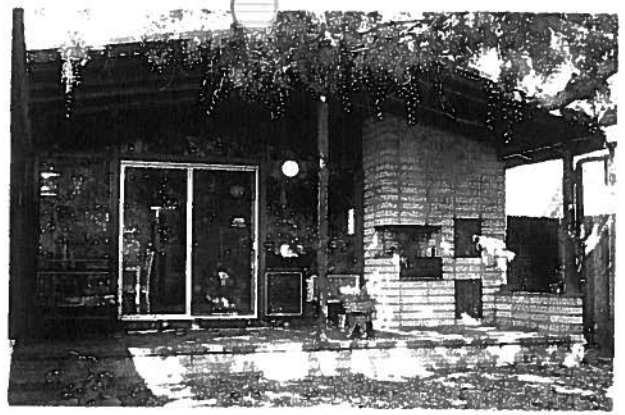
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While in Orange County, William was involved in the paving of Disneyland, a number of housing tracts, and many custom homes. He picked up the blueprints and plans for some of the houses he was interested in and made sketches of others. Some of these were left in the Juniper home when sold in 2016.

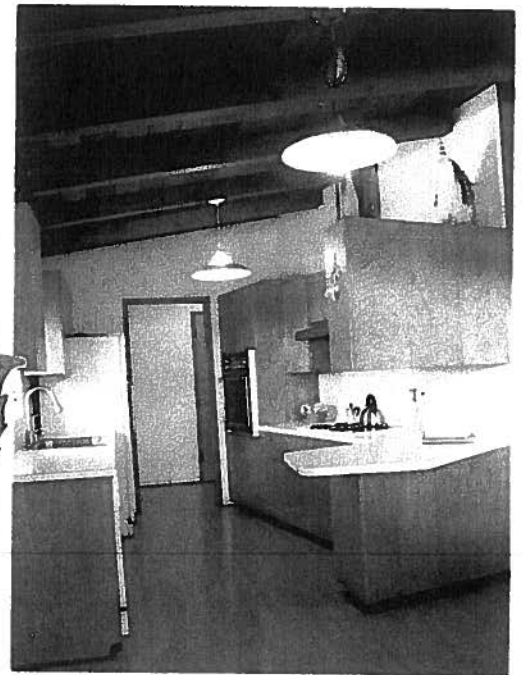
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William had formal training in drafting and architectural design in his youth, which allowed him to pick features that he liked from different homes and produce drawings. The drawings were then submitted to an architect, who produced the blueprints. He hired local sub-contractors and was personally involved in the building of this home.

William and Phyllis raised their three children in this home and they both lived here for the rest of their lives. William passed away in 2006 and Phyllis in 2016. The house remains nearly intact from the time it was built 61 years ago.



Wall of windows to the rear allow a generous view of the garden. Backing the living room fireplace is a masonry barbecue.



Ash cabinets, wall-mounted oven, and boomerang Formica counters are all original to the house and are in pristine condition.



Pink tile and dual pink sinks sit atop a dramatically slanted cabinet with sliding doors.



CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

FOR INTERNAL USE ONLY

Case No. _____
Date Submitted: _____
Project Planner: _____
Fees: _____
Receipt No.: _____
☐ Incomplete _____ Date of Notice
☐ Complete _____ Date

**HISTORIC PROPERTY PRESERVATION
(MILLS ACT) APPLICATION AND AGREEMENT**

APPLICANT/CONTACT PERSON

Name (Print): Larry Gonzales
Address: 625 S. Juniper St.
City, State, Zip: Escondido, CA 92025
Phone: 619-244-8338
Fax: _____
E-mail: larry_gonzales91945@yahoo.com
Signature: _____

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Larry Gonzales
Address: 625 S. Juniper ST.
City, State, Zip: Escondido, CA 92025
Phone: 619-244-8338
Fax: _____
E-mail: larry_gonzales91945@yahoo.com
Signature: _____
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 625 S. Juniper St.
Assessor's Parcel Number: 233-272-14
Historic Name: Brothers House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☐ Local ☐ State ☐ National
Date of Designation: _____
Local Register Listing: ☐ Yes ☐ No
Date of Listing: _____

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

Re-stain the exterior (in process). Have chimney inspected and cleaned.
Replace roof.
Replace damaged rafters and eaves.
Renovate garage doors and carport enclosure.
Create more practical walkway to the front door. Landscape, including retaining wall and fence for front yard.
Upgrade electrical to include grounding.
Replace plumbing/pipes. Replace water heater as needed.

Brothers House, 625 S. Juniper Street - History

**Mr. Larry Gonzalez
625 South Juniper Street
Escondido, CA 92025**

History of 625 South Juniper Street, Escondido, CA 92025

The house located at 625 South Juniper Street, Escondido, CA was designed and built by my father, William N. Brothers.

William brought his family to southern California in the early 1950's and settled in Escondido. He was a paving job supervisor and was employed by Cox Brothers Paving out of Orange County, which meant working out of town and returning home on weekends.

While in Orange County William was involved in the paving of Disneyland, a number of housing tracts and many custom homes. He picked up the blueprints and plans for some of the houses he was interested in and made sketches of others. (Some of these were left in the Juniper home when sold in 2016.)

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William had had formal training in drafting and architectural design in his youth, which allowed him to pick features that he liked from different homes and produce drawings. The drawings were then submitted to an architect, who produced the blueprints. He hired local sub-contractors and was personally involved in the building of this home.

The Brothers family, William and his wife Phyllis, raised their three children in this home and they both lived in this home for the rest of their lives. William passed in 2006 and Phyllis lived her remaining years here until her passing in 2016.

Sincerely,

Timothy D. Brothers

CONTINUATION SHEET

Property Name: _____
Page _____ of _____

EXTRA FEATURES		CITY OF ESCONDIDO 887	
1 Toilet	Lot No. 70nd St	Block No. 119	No.
1 Sink	Location 625-3620000000000000		No.
1 Bath Tub	Owner William Brothers	Date 8-11-56	
1 Lavatory	Contractor William Brothers	License No.	
Laundry Tub	Plumber	License No.	
1 Sink	Extra Permit No.	Date of Inspection	
Refrigerator	Date	Remarks	
1 Bed Fountain	Plumber	Check's Receipt No. 3716	
Shower Drain	All work material and construction to be in accordance with the Plumbing Ordinance and Regulations of the City of Escondido, California, now in force, and any amendments or such rules and regulations as may thereafter be enacted.		
1 Deck Drain	TO THE CITY BOARD OF HEALTH		
1 Floor Drain	The following Plan and Abstract of Specifications of Plumbing and Drainage to be installed are for your approval.		
1 Hot Cupboard	Class of Building		
1 Hot Connections	Number of Stories		
1 Urinal	Number of Fixtures 14		
1 Grease Trap	Date of Inspection Requested 8-11-56		
1 Sand Trap	Draw diagram on other side of Plumbing job. Also directions for making		
1 Fountain			
1 Soil Line			
1 Garbage Disposal			
1 Air Washer			
1 Sewer Connection			
1 Gas			
1 Water Heater			
1 Wash Kettle			

3 May 56 still not in section of full
in fireplace must not in place to

JAN. 3-57 ELEC. CONNECTED OK. Ch. G.
MAR 5-57-FINAL OK. Ch. G.

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Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

FOR INTERNAL USE ONLY	
Case No.	HP 17 - 0006
Date Submitted:	Aug 29, 17
Project Planner:	P.B.
Fees:	NA
Receipt No.:	NA
☐ Incomplete	Date of Notice
☐ Complete	Date

**HISTORIC PROPERTY PRESERVATION
(MILLS ACT) APPLICATION AND AGREEMENT**

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Fax: _____
E-mail: larry_gonzales91945@yahoo.com
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(authorizing applicant to submit application)

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☐ Local ☐ State ☐ National
Date of Designation: _____
Local Register Listing: ☐ Yes ☐ No
Date of Listing: _____

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PROPOSED IMPROVEMENTS

Re-stain the exterior (in process). Have chimney inspected and cleaned.
Replace roof.
Replace damaged rafters and eaves.
Renovate garage doors and carport enclosure.
Create more practical walkway to the front door. Landscape, including retaining wall and fence for front yard.
Upgrade electrical to include grounding.
Replace plumbing/pipes. Replace water heater as needed.

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.

LTG _____ 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.

LTG _____ 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.

LTG _____ 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.

LTG _____ 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.

LSG _____ 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: Aug. 22, 2017

By: [Signature]

[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: _____



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.: HP 17-0006

Project Location - specific: Addressed as 625 South Juniper Street (APN 233-272-1400), located on the west side of South Juniper Street between East 6th and 7th Avenues.

Project Location - City: Escondido, **Project Location - County:** San Diego

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.122-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Name: Larry Gonzales
Address: 625 South Juniper Street, Escondido, CA 92025

Telephone: (619) 244-8338

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 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

Sept. 12, 2017
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.4
Date: October 19, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 152 East 11th Avenue (case number HP17-0007)

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.

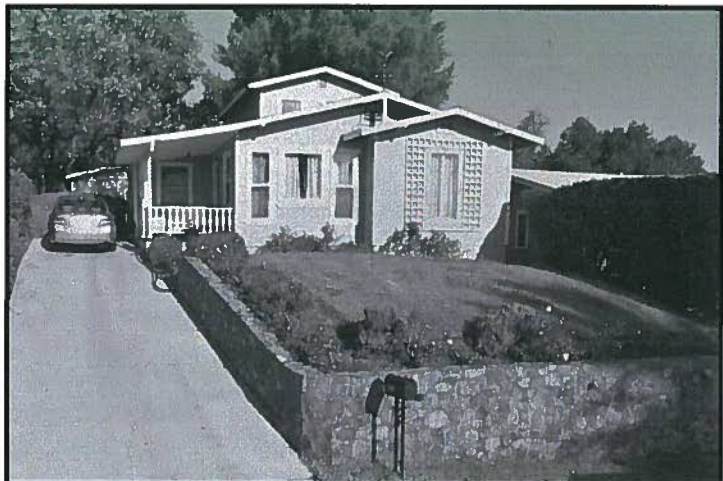
Local Register of Historic Places Listing

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 152 East 11th Avenue (APN 233-542-3000) consists of a .187 acre hilltop lot with a Craftsman Bungalow built in 1928 on a raised foundation and covered by clapboard siding. The original 2-bedroom house remains, but



the kitchen was expanded in the 1970's and a second story added in the back in the 1990's. A once detached garage behind the house has also been attached to the rear of the current house. Included in the City's 1990 Historic Survey, the historian at the time considered the house significant. The house was included in the 2008 Mother's Day Tour and further history regarding this property and its past owners are attached to this report. The current owners desire to have the property included on the City's Local Register and to enter into a Mills Act contract for its continued preservation. The owners are proposing as part of their contract to do important repairs. (See attached list of improvements.)

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 format, State Department of Parks and Recreation forms (see 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 owners, Tony Maccianti & Susannah Cooper, is to consider placing this resource on the Local Register.

The property meets the following two of seven criteria (*note that at least two are required for Local Register listing approval*):

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 Craftsman Bungalow was built circa 1928 and is currently 89 years old.

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 is the last of three which the original owner, Koerner Rombauer, a local woodworker and lumberman, built on this street.

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 adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Property Address: 152 East 11th Avenue
Property Owners: Tony Maccianti & Susannah Cooper

1. Replace roof (completed)
2. Rewire front of house (completed)
3. Restore windows (planned)
4. Replace carriage garage door (planned)
5. Refurbish wood siding (planned)
6. Repaint exterior of house with historically appropriate colors (planned)
7. Repair/replace gate (planned)
8. Repair front porch and replace rotten wood (planned)



CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

FOR INTERNAL USE ONLY

Case No.: HP17-0007
Date Received: 8/22/17
Received By: P.B.
Fees Received: NA
Date Approved: _____
Application: ☐ Incomplete
☐ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

Applicant: Tony Maccianti and Susannah Cooper
Address: 152 E 11th Ave
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-975-3598 (W) 858-790-5856

Present Property Owner: Tony Maccianti/Susan Cooper
Address: 152 E. 11th Ave.
City/State/Zip: Escondido, CA
Phone No.: (H) 760-975-3598 (W) 858-790-5856

Address of Site/Structure: 152 E 11th Ave
Assessor Parcel No.: 2335423000

Present Land Use: Residential
General Plan Designation: U1
Tier/Neighborhood: Central/Old Escondido

Common Name/
Historic Name: Rombauer House
Architural Style: California Bungalow

Zoning: R-1-6
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)

Mary S. Cooper 8/21/17
Applicant Signature (Date)

Mary S. Cooper 8/21/17
Property Owner Signature (Date)

1. Wood-frame house, built in 1928 has a raised foundation and clapboard siding under a front-facing gable roof.
Siding and original casement and double-hung windows are still intact in their original positions. Most likely, the
house was built from plans obtained from a local lumberyard. The original, front part of the house was built by the
property owner, Koerner Rombauer, a skilled woodworker who owned a trucking business that hauled lumber from
San Diego to Escondido, Vista, and Fallbrook and when WWII restricted the availability of gasoline, he began
working at the Hayward Lumber Company. Koerner and his wife, Dorothy, had 3 children in the two-bedroom
house, but the first died shortly after birth. Koerner Jr. grew up and owns the Rombauer Winery in St. Helena and
Katherine still resides in Escondido. Koerner Sr.'s aunt, Irma Rombauer wrote the internationally renowned cookbook,
"The Joy of Cooking." More information about the family is attached along with information as included in the 2008
Old Escondido Mothers Day Home Tour.

2. The original 2-bedroom house remains as it was built but the kitchen was expanded and the rooms added on
to the rear of the house, including a second story over the back portion in the 70s and 90s. Little of it can be seen
from the front although the character of the original house is well reflected in the design.

3. There are no known threats to this property.

152 E. 11th Ave. Photographs

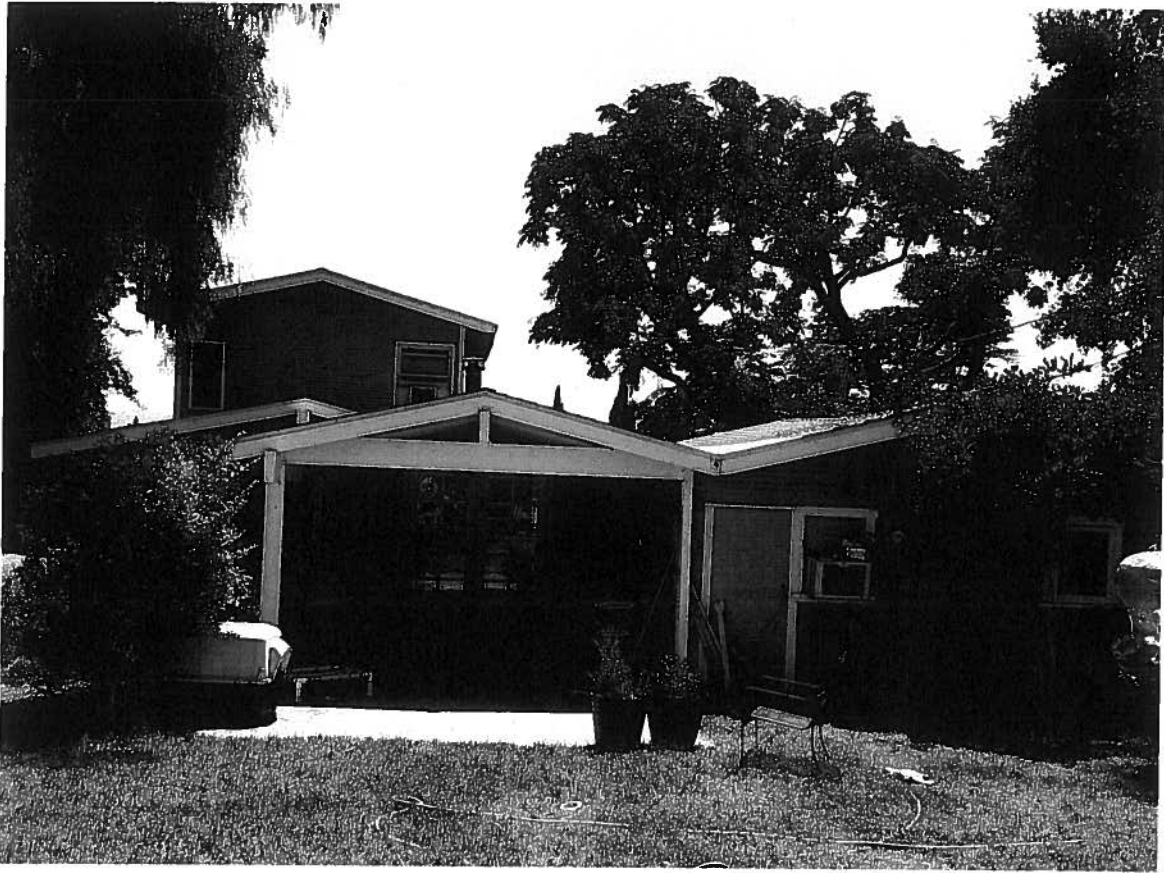


Front of home, south elevation, facing 11th Ave.

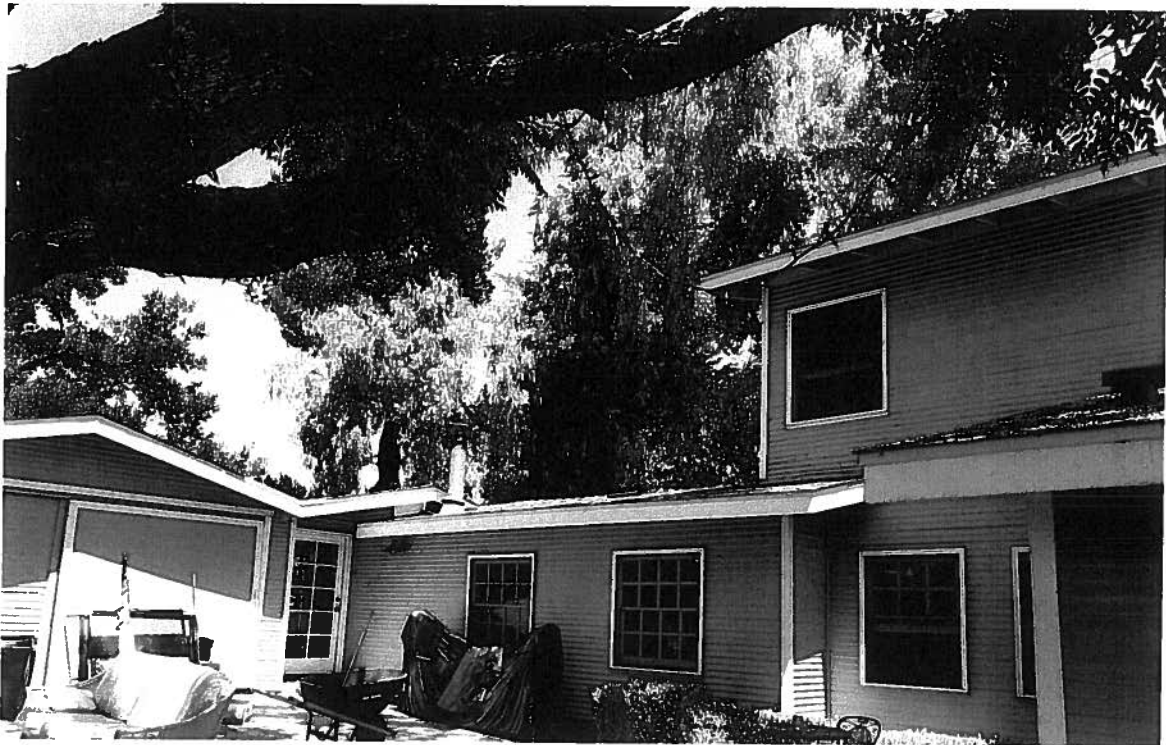


Southwest corner of home, showing front porch

152 E. 11th Ave. Photographs



Rear of home, showing additions, including second story



West elevation of home

152 E. 11th Ave. Photographs



West elevation of home, showing additions, including second story



East elevation of home showing original windows in original structure



Chain of Title for 152 E. 11th

The Rombauer House

April 22, 2013 - present
Anthony Maccianti and Mary Susannah Cooper

1976 - 2013
Michael G. and Patrice F. Longmire

1928 - 1976
Koerner and Dorothy Rombauer

ELEVENTH AVE East 152
APN: 233-542-30-00
W.50' of S.½ Lot 4, Block 201

THE ROMBAUER HOUSE III

This California Bungalow is truly of Craftsman quality as Koerner Rombauer, a skilled woodworker, built it for his own family in 1928. Originally one story, the frame house has a raised foundation and clapboard siding under a front-facing gable roof. The casement and double hung windows have decorative glass and wood patterns within their wood frames. Windows and doors featured throughout show the character of detail in even simple homes of the 1920s. The house rises nobly above a terraced hilltop. The plans no doubt came from a local lumberyard collection.

Rombauer built a compact two-bedroom house. A hall joins the bedrooms, bathroom and living room. The hardwood floors are oak, rescued by the current owners after years of carpeting. A dining room and kitchen complete the original floor plan. Most hardware, windows and details remain in this house that was later so skillfully enlarged.

Arches seem to be a Rombauer favorite. The living room has a fireplace flanked by bookcases, all with arched tops that match the doorway into the hall, where the telephone niche remains. The bathroom has original windows, built-in cabinets and translucent glass door. Corner shelves still decorate the dining room. An arched, glass-door dish case, decorated with a child's rolling pin Rombauer cut in half, is a feature on a kitchen wall. Again an arch creates space, here for a refrigerator. The kitchen size has been doubled.

The current owners have been in the house 32 years, raised four children here and enlarged the house, in two phases, to four times the original size. The owner worked with builder Gayle Bettis on both additions. Very little of the expansion is visible from the street, allowing a continuity of style along 11th Avenue.

The back yard may have lost space to the house enlargement, but it presents a very pretty picture and features a truly "historic" oak tree 14' in diameter and at least 100 years old.

The second floor master suite is reminiscent of the "airplane" upper-stories seen on Craftsman houses in areas of San Diego, Los Angeles, and Pasadena's Bungalow Heaven just east of the I-210 freeway. A growing family was not the only reason for the need for more space: their interests as Master Quilter and Certified Billiards Instructor require large areas. The family has shown total respect for the unique features crafted by Koerner Rombauer in 1928, and designed additions fully compatible with the spirit of the house.

HOUSE HISTORY

No one knows the history of this house better than Katherine Rombauer Thornton, who graciously related the story of her first home.

Koerner Rombauer, Katherine's father, built the California Bungalow on the crest of the 11th Avenue hill in 1928. This wood-frame, two-bedroom house was the third one he built on the street known as Georgia Avenue until 1930. The earlier buildings, on either side, are #126 and #160. The house to the west was a post-natal rest home for new mothers for a number of years. There were very few homes between Juniper Street and Escondido Boulevard [San Diego Boulevard] at the time. Katherine remembers, "the view south was of orchards, little farms with watermelon fields, farm animals and scattered farm houses," adding, "on a clear day, one could see the mountains in Mexico."

Koerner married Dorothy Howell in 1924. They had three children while living in this house. Bertram, born in 1932, died when he was two days old. The two who grew up in the house are Koerner jr., 1934, owner of Rombauer Winery in St. Helena, California, and Katherine, 1936, resident of Escondido.

Owning a lumber truck and trailer, Rombauer hauled lumber from the Port of San Diego to both the Hayward and Lee lumberyards in Escondido, with occasional loads going on to Fallbrook and Vista. The two-lane road through Poway was torturous forty-mile drive in those days, winding up and down steep and dangerous grades.

The Great Depression years caused hardships, but the WWII period presented different problems. Non-essential construction stopped for lack of materials and gasoline was strictly rationed, ending Koerner's trucking business. He used his craftsman skills with Hayward Lumber Company until he left the family in 1943. Katherine recalls that no matter where her father lived, he always had a shop for woodworking. He made many toys and 100 wood Christmas cards every year. In 1932 he crafted 20 nativity sets as gifts for friends in Escondido. Katherine enjoys the memories as she proudly displays her set each year. He also constructed wood stairs from the island down to the lower street level as a convenience for neighbors.

Dorothy and the children lived in the compact house until 1949. After their move, she rented the house to various families, including Katherine and her husband, Wes Thornton from 1960 to 1964. Their daughter Deanne was born here.

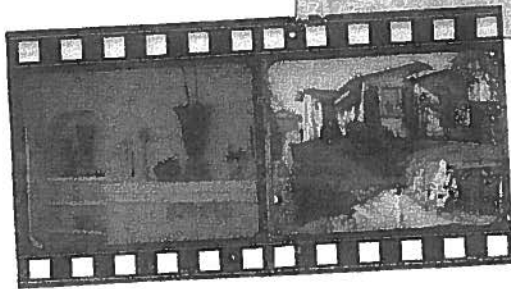
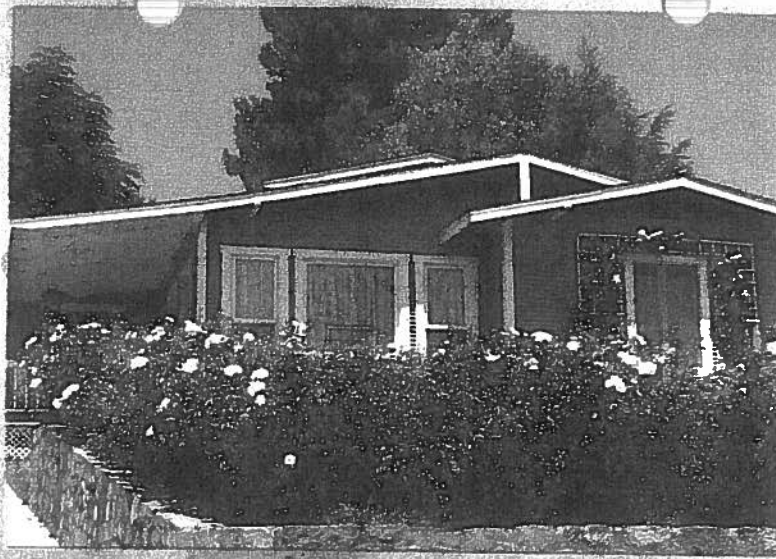
Dorothy sold the house to the current owners, newlyweds at the time, in 1976.

OLD ESCONDIDO

Mothers Day
Home Tour

11th Annual
2008





152 East Eleventh Avenue The Rombauer House III (1928)

Skilled woodworker Koerner Rombauer, built this California Bungalow for his family in 1928. The wood-frame house has a raised foundation and clapboard siding under a front-facing gable roof. The casement and double-hung windows have decorative glass and wood patterns. The plans probably came from a local lumberyard.

The oak floors and most hardware, windows, and details are original. The living room fireplace is flanked by arched-topped bookcases that match the doorway into the hall, where the telephone niche remains. The bathroom has the original built-in cabinets and corner shelves still decorate the dining room. In the kitchen, another arch creates space for a refrigerator. The kitchen size was doubled by the current owners, who enlarged the house, in two phases to four times the original size. Builder Gayle Bettis is credited with both additions with little of the expansion visible from the street, allowing a continuity of style along 11th Avenue.

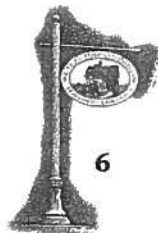
The lovely back yard features a magnificent 100-year-old oak tree. Home Tour visitors are invited to enjoy refreshments here.

Koerner married Dorothy Howell in 1924. While living here, they had three children. Bertram, born in 1932, died when he was two days old. Koerner Jr., born in 1934, is the owner of Rombauer Winery in St. Helena, California and Katherine, born in 1936, lives in Escondido.

Rombauer hauled lumber with his truck and trailer from the San Diego to Escondido, Fallbrook, and Vista until World War II when non-essential construction stopped for lack of materials and gasoline was strictly rationed. Instead, he used his construction skills with Hayward Lumber Company until 1943 when he left the family.

Dorothy and the children lived in the house until 1949 when she began to rent the house to various families, including Katherine and her husband, Wes Thornton, from 1960 to 1964. Their daughter Deanne was born here.

Dorothy sold the house to the current owners, newlyweds at the time, in 1976.



Memories

Katherine Rombauer Thornton reminisces about growing up at 152 East 11th Ave.

The little wood-frame, two-bedroom home at 152 East 11th was the third house my father, Koerner Rombauer, built on the 11th Avenue hill. The first home he built is located at 160 East 11th (just east of 152) and the second house was built at 126 E. 11th.

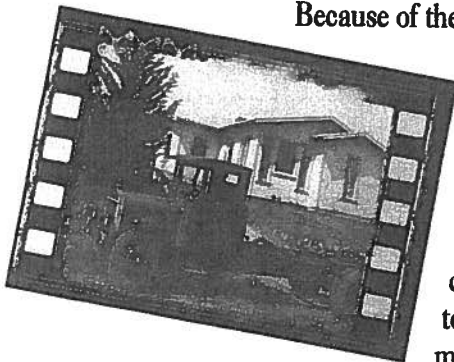
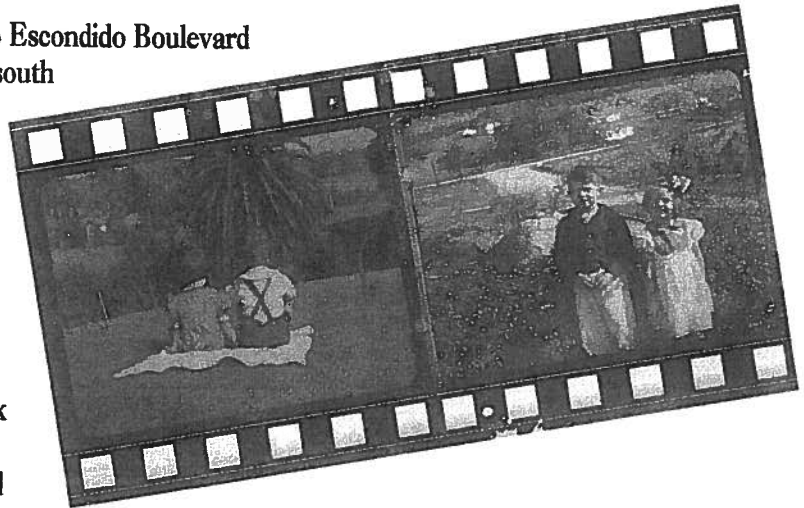
There were few homes from Juniper Street to Escondido Boulevard (then called San Diego Boulevard), and the view south was of orchards, little farms with watermelon fields, farm animals and scattered farmhouses throughout the southern part of the Escondido valley. On a clear day, one could see the mountains in Mexico.

My father owned a lumber trucking business and hauled lumber from the Port of San Diego to two lumberyards (Hayward and Lee's Lumber in Escondido) and occasionally to a yard in Fallbrook or Vista. He had a truck and trailer and both would be loaded for the long haul over the old road from the pier in San Diego to Escondido. A little over 40 miles, the road wound through farmlands and up a steep grade over the hill where it began its descent toward San Diego. If necessary, he could make two trips in a day but it made for a very long day. The trip to San Diego with an empty truck and trailer moved along quite well but the grade out of Poway slowed to a snail's pace. The going was so slow that Dad would open the door, stand on the running board, and steer the truck up the mountain.

When the U.S became involved in World War II, many items were rationed, including gasoline and tires. We were given rationing coupon books that allowed only a certain number of gallons of gas per month for personal use. Many other items were used for the war effort — we even saved bacon grease in cans and turned them in to the butcher shop to be used for making bullets. My father was the neighborhood Air Raid Warden and I remember a mock-bomb drop one evening in front of our home. Of course, all houses had blackout curtains should there have been an attack.

Because of the gasoline shortage, construction came to a halt and my father's trucking business soon stopped, also. All efforts were geared toward building ships, airplanes, etc. for the war. After the war, lumber was transported by the railroad.

Dad was a wonderful craftsman and he worked at the Hayward Lumber Company until he left the family in 1943. No matter where he lived, he always had a shop to work in where he built many toys, a hundred wooden Christmas cards each year, and a play house for me. In 1932 he made twelve nativity sets to give friends who lived in Escondido. I still have one of these sets and enjoy many memories each Christmas as it is displayed in my home.





Koerner and Dorothy Rombauer in front of their home at 152 E. 11th Ave.



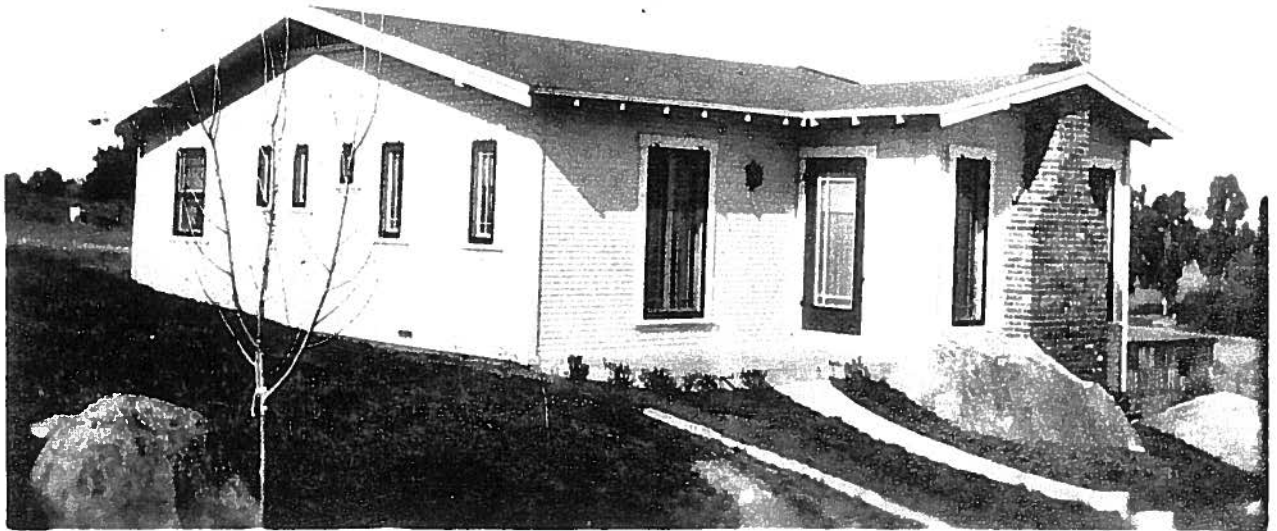
Koerner's lumber transporting truck and trailer



Dorothy Rombauer in front of the second home that Koerner built, at 126 E. 11th Ave.



Koerner's truck in front of his home in 1928



The first home Koerner built on 11th Avenue, at 160 E. in 1926

HISTORY

When founders Koerner and Joan Rombauer moved their two children, two horses and five dogs to Napa Valley in 1972, they arrived armed with an appreciation for the intimate relationship between food and wine. Their appreciation stemmed from Koerner's great aunt Irma Rombauer having authored internationally renowned cookbook the Joy of Cooking and his ancestors originating from the winegrowing region of Rheingau, Germany, where wine is considered an essential complement to a meal. Appreciation bred passion, and Rombauer Vineyards was established in 1980. Thirty-seven years later, the winery remains owned and operated by first-, second- and third-generation members of the family.

1956

Inspired by a lifelong interest in speed, travel and all things mechanical, Koerner Rombauer joins the California Air National Guard, launching his nearly 30-year career as a pilot for the military and commercial airlines.



1959

Koerner Rombauer and Joan Ransome marry in their mutual childhood hometown of Escondido, California. The two had attended the same high school but didn't begin dating until they met again after college.

1965

Koerner, Joan and their two children, Sheana and KR, move to Dallas when Koerner becomes a commercial pilot with Braniff International Airways. Koerner's tenure gives him opportunities to see a world far beyond anything he could have imagined as a small boy, including routes to South America and an assignment transporting troops from the

U.S. to Saigon during the Vietnam War.

1972

Seeking a small-town, agricultural environment similar to that of their childhood homes, Koerner and Joan move their children, two horses and five dogs to Napa Valley. After a long search during which they rented a property on Highway 29, Koerner and Joan, who both grew up in hillside communities, purchase a home atop a knoll on 40 acres in St. Helena in 1974.

1976

Having made many friends in Napa Valley's growing wine community, the Rombauers become partners in Conn Creek Winery with Bill Beaver and Bill Collins. The family learns the business from the ground up, helping with everything from office work to washing tanks to working on the bottling line. (Photo courtesy of Conn Creek Winery, Napa Valley, CA)

1980

The Rombauers sell their stake in Conn Creek, deciding to invest in their own winery. The family harvests their first grapes — Cabernet Sauvignon from Stags Leap District — marking the launch of Rombauer Vineyards. The first vintages are produced at Shafer Vineyards and even in Koerner's garage, which is bonded as a winery for the purpose. Bob Levy is winemaker.

1981

To gain more knowledge and experience in the wine industry, Joan Rombauer joins the sales team at Stag's Leap Wine Cellars, marking the start of a 12-year tenure that sees her quickly promoted to National Sales Director.

1982

The inaugural wines for Rombauer Vineyards are bottled at Stag's Leap Wine Cellars. The Rombauers break ground for a winery on their St. Helena property and crush their first grapes, Chardonnay, in August. The family builds a winery with capacity beyond their own needs to house a custom-crush business to help finance construction. From 1982 to 2008, Rombauer Vineyards serves as home base to an elite group of up-and-coming wineries, including Dominus, Neyers Cellars, Spottswoode, Duckhorn, Merryvale, Corison, Etude and others.

1984

The first Rombauer Vineyards wines are released — 1980 Cabernet Sauvignon and 1982 Chardonnay. Suggested retail price for each wine is \$12.50 per bottle.

1988

The Rombauer family purchases their first vineyard — seven acres of Zinfandel on the hillside site that surrounds their home, christening it Joan's Vineyard. This old vine Zinfandel is still a key source for Rombauer's Napa Valley Zinfandel, though some of the vines have since been grafted to Petite Sirah.

1990

Rombauer Vineyards purchases its first Chardonnay grapes from the Carneros region, from the Sangiacomo family, farmers for three generations who become lasting and significant grower partners.

1993

The ideal match of vineyard and winemaking come together in the "best Rombauer Chardonnay in years," as Rombauer's 1991 Carneros Chardonnay makes Wine Spectator's prestigious Top 100 Wines list, ranking No. 68. It is the first of four appearances on the annual list for the winery's iconic Chardonnay.

1995

Critical acclaim and popularity with consumers continue to grow as Rombauer's 1993 Carneros Chardonnay ranks No. 32 on Wine Spectator's Top 100 Wines list.

2002

The Rombauer family purchases Buchli Station Vineyard in Carneros, a cool-climate site on the edge of San Pablo Bay that becomes the cornerstone of Rombauer's Chardonnay and Merlot programs.

2002

Joan Rombauer passes away from pancreatic cancer. Diagnosed in 1999, Joan worked tirelessly not only at the winery, but also to support other cancer patients. The Rombauer family establishes endowments in her memory in support of University of California, San Francisco's pancreatic research efforts and Napa Valley Hospice & Adult Day Services.

2003

The Rombauer family continues its investment in estate vineyards with the purchase of a 20.5-acre Cabernet Sauvignon vineyard in Atlas Peak. The 1,600-foot-elevation vineyard, which overlooks a veritable "who's who" of Napa Valley vineyards, is the source of the Atlas Peak Single Vineyard Cabernet and a key component of the Diamond Selection and Napa Valley Cabernets.

2004

Rombauer's Carneros Chardonnay is ranked among the Top 10 Chardonnays in Wine + Spirits Magazine's annual Restaurant Wine Poll for the first time. It has ranked on the list every year since.

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The Rombauer family purchases Stice Lane Vineyard, a 30-acre site planted to Cabernet Sauvignon in St. Helena. The vineyard's classically structured fruit becomes a cornerstone of Rombauer's Cabernet programs and the source for the Stice Lane Single Vineyard Cabernet.

2010

Koerner Rombauer and Sandy Rogers marry. The two had crossed paths through Sandy's nursing career and became close friends, eventually marrying.

2010

The family adds two key properties to its collection of estate vineyards: Bennett Lane Vineyard in Calistoga, which had been a key source of the winery's Bordeaux varietals and Zinfandel under a long-term lease, and El Dorado Vineyard in the Sierra Foothills. The family begins the years-long process of re-establishing El Dorado Vineyard as a premier high-elevation site for Zinfandel and the source for Rombauer's celebrated El Dorado Single Vineyard Zinfandel.

2013

The Rombauer family purchases Davitto Ranch, a former home to cattle and fruit trees in Sonoma Carneros, and begins development of a 150-acre Chardonnay vineyard.

2015

Rombauer Vineyards celebrates its 35th anniversary as a family-owned winery in Napa Valley, operated by Koerner Rombauer and his children, KR and Sheana.

2016

Reagan Rombauer Blackwood joins Rombauer Vineyards as Assistant Regional Sales Representative, becoming the first member of the family's third generation to be employed at the winery.

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State of California Department of Parks and Recreation
PRIMARY RECORD

Primary #

HRI #

Trinomial

NRHP Status Code

Other Listings
Review Code

Reviewer

Date

Page 1 of 3 *Resource Name or #: (Assigned by recorder) 152 E. 11th Ave., Escondido

P1. Other Identifier: Rombauer House

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*a. County San Diego 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 152 E. 11th 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 233-542-30-00
W.50' of S.½ Lot 4, Block 201

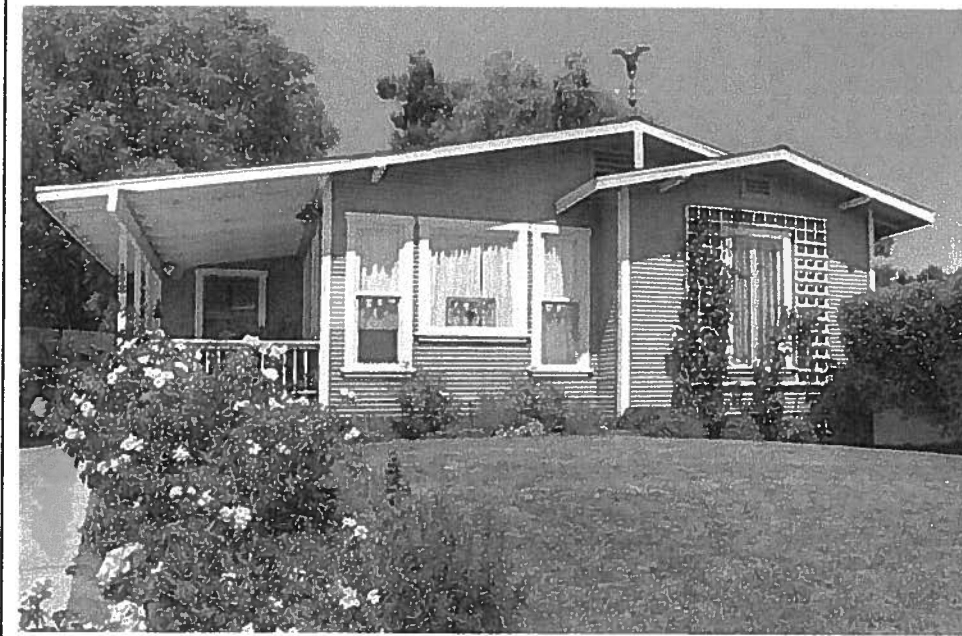
*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This wood-frame house, built in 1928, has a raised foundation and clapboard siding under a front-facing gable roof. The casement and double-hung windows have decorative glass and wood patterns. The plans probably came from a local lumberyard. The structure is in excellent condition and two additions to the back have taken place over the years, expanding the original house that was approximately 800 square feet to 2,028 square feet, including a second story to the rear, all barely visible from the front. The house is situated in the Old Escondido Historic District and surrounding houses include a variety of styles and represent several eras.

*P3b. Resource Attributes: (List attributes and codes) HP2

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

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



P5b. Description of Photo: (view, date, accession #) Front of house, south elevation, taken from the southwest

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

1928 = provided by daughter of owner/builder

*P7. Owner and Address:

Cooper/Maccianti

152 E. 11th Ave.

Escondido, CA 92025

*P8. Recorded by: (Name, affiliation, and address) Cooper/Maccianti

152 E. 11th Ave.

Escondido, CA 92025

*P9. Date Recorded: August 21, 2017

*P10. Survey Type: (Describe)

Volunteer, intensive

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

Information provided by Katherine Rombauer Thornton, daughter of Koerner and Dorothy Rombauer
Old Escondido Home Tour Research by local historian Lucy Berk, 2008

*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): _____



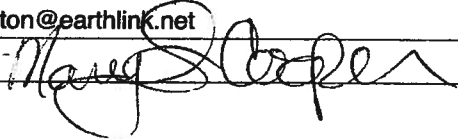
CITY OF ESCONDIDO

Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

FOR INTERNAL USE ONLY	
Case No.	HP 17-0007
Date Submitted:	8/22/17
Project Planner:	P.B.
Fees:	NA
Receipt No.:	
☐ Incomplete	Date of Notice
☐ Complete	Date

HISTORIC PROPERTY PRESERVATION (MILLS ACT) APPLICATION AND AGREEMENT

APPLICANT/CONTACT PERSON

Name (Print): Tony Maccianti and Susannah Cooper
Address: 152 E 11th Ave
City, State, Zip: Escondido, CA , 92025
Phone: 760-975-3598
Fax:
E-mail: suton@earthlink.net
Signature: 

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Tony Maccianti and Susannah Cooper
Address: 152 E. 11th Ave.
City, State, Zip: Escondido, CA 92025
Phone: 760-975-3598
Fax:
E-mail: suton@earthlink.net
Signature: _____
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 152 E 11th Ave
Assessor's Parcel Number: 2335423000
Historic Name: Rombauer House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☐ Local ☐ State ☐ National
Date of Designation: _____
Local Register Listing: ☐ Yes ☐ No
Date of Listing: _____

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

Replaced roof (completed), Rewire front of house (completed)
Restore windows. Replace carriage garage door.
Repaint house. Refurbish wood siding.
Repair/replace gate.
Remove rotten wood while repairing front porch.

City of Escondido
HISTORIC RESOURCES INVENTORY

IDENTIFICATION AND LOCATION

1. Historic Name

2. Common or Current Name

3. Number & Street 152 E. Eleventh Avenue

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking significant

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone A E4931.80

B N36636.70

C Zone 11

D

5. Quad map No. Parcel No. 233-542-30

Other

DESCRIPTION

6. Property Category

If district, number of documented resources

7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

This is a very neat, small, one-story Craftsman bungalow with low, wide roof gables, two facing front and one facing west. Simple brackets and exposed beam ends decorate the roofline. A pair of long narrow casement windows with narrow vertical panes topped by small vertical panes faces the front (south). A picture window is located in the center of the jalousied windows. The door faces the side (west).

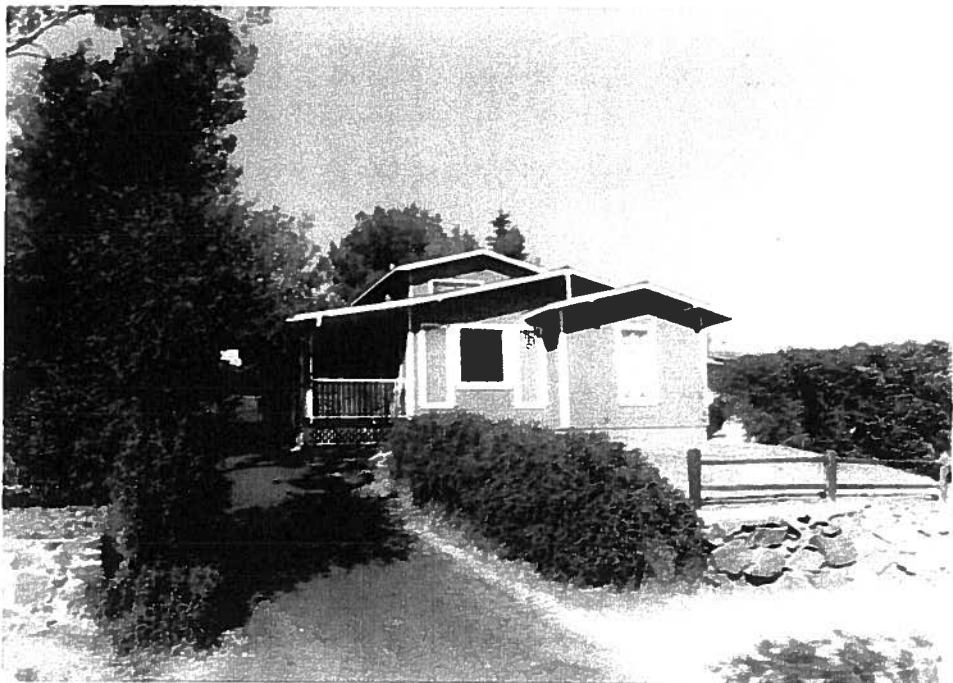
The architectural style is: Craftsman bungalow

The condition is: good

The related features are: matching garage

The surroundings are: densely built-up residential

The boundaries are:



8. Planning Agency

City of Escondido

9. Owner and Address

Michael G. & Patrice F. Longmire

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

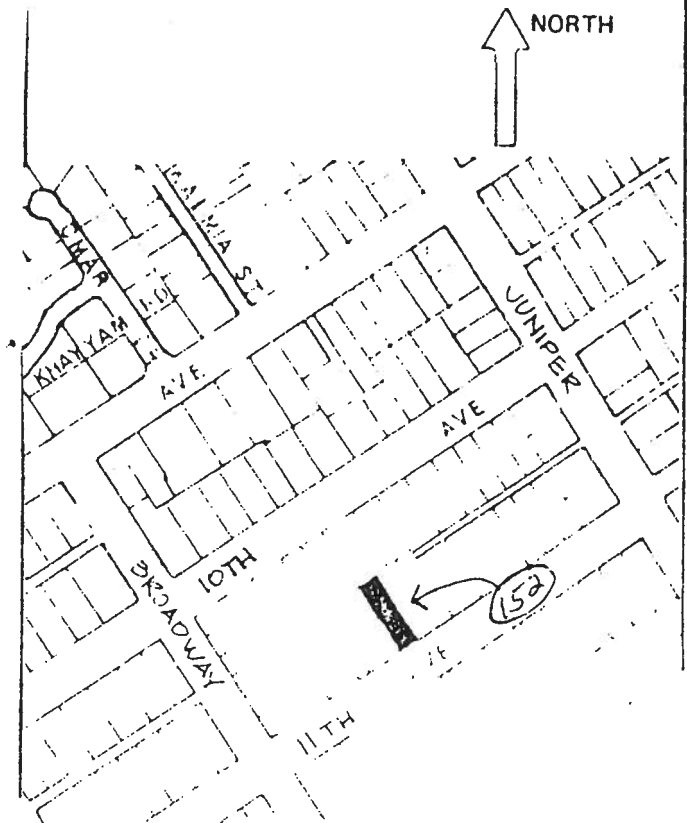
HISTORICAL INFORMATION

14. Construction Date(s) c1925 Original location unknown Date moved
15. Alterations & date 2 jalousied windows in front
16. Architect unknown Builder unknown
17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme architecture Area
Period Property Type Context formally developed?
19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.
20. Sources
21. Applicable National Register criteria
22. Other Recognition:
State Landmark Number
23. Evaluator
Date of Evaluation 1990
24. Survey type
25. Survey name
26. Year Form Prepared 1983
By(Name) Donald A. Cotton Associates
Organization Revised by Aegis 1990
Address 111 Spring Street
City & Zip Claremont, CA 91711
Phone (714) 621 1207

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



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 unrepared 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.

NEC TM 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.

NEC TM 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.

NEC TM 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.

NEC TM 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.

NSC TM 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: 8.22.17

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

Dated: 8.22.17

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: _____



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.: HP 17-0007

Project Location - specific: Addressed as 152 East 11th Avenue (APN 233-542-3000), located on the north side of East 11th Avenue between South Broadway and South Juniper Street.

Project Location - City: Escondido, **Project Location - County:** San Diego

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.187-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Tony Maccianti and Susannah Cooper
Address: 152 East 11th Avenue, Escondido, CA 92025

Telephones: (760) 975-3598, (858) 790-5856

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 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

Sept. 12, '17
Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.5
Date: October 19, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 514 East 6th Avenue (case number HP17-0008)

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 514 East 6th Avenue (APN 233-291-1000) consists of .159 acre with a 1048 SF single story Colonial Revival residence with clapboard siding and a hip roof built sometime between 1910 and 1920. The



detached side-loading garage off the alley has similar siding to the main house but has a simple gable roof. It may have been built sometime after the main house, but prior to 1960 when the City permitted an 8'x16' shed roof addition to the south side of the garage. Included in the City's 1990 Historic Survey, the historian at the time considered the house significant. 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 format, State Department of Parks and Recreation forms (see 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, Sharon Lee Sanders, is to consider placing this resource on the Local Register.

The property meets the following two of seven criteria (*note that at least two are required for Local Register listing approval*):

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 Colonial Revival residence was built between 1910 and 1920 and is currently over 96 years old.

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 is one of several historic properties on the north side of East 6th Avenue which are either in the City's Historic Survey or have already been listed on the City's Local Register.

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 adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Property Address: 514 East 6th Avenue
Property Owner: Sharon L. Sanders

1. Repair foundation (completed)
2. Replace front porch floor (completed)
3. Install gutters to protect foundation (in process)
4. Repair back porch steps (planned)
5. Release and repaint previously painted over window sashes (completed)
6. Trim tree overhanging roof (completed)
7. Repair electrical outlet in service porch (completed)
8. Repaint entire house (planned)
9. Install plumbing-friendly whole-house water system (completed)



Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

Case No.:	HP 17-0008
Date Received:	8/22/17
Received By:	P.B.
Fees Received:	NA
Date Approved:	
Application:	☐ Incomplete ☒ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

Applicant: Sharon Sanders
Address: 514 E. 6th Ave.
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-807-7196 (W) _____

Present Property Owner: Sharon Sanders
Address: 514 E. 6th Ave.
City/State/Zip: Escondido, CA 92025
Phone No.: (H) 760-807-7196 (W) _____

Address of Site/Structure: 514 E. 6th Ave.
Assessor Parcel No.: 233-291-10-00

Present Land Use: Residential
General Plan Designation: U1
Tier/Neighborhood: Central/Tier1, Old Esc N'hood Overla

Common Name/
Historic Name: Webb House
Architural Style: Colonial Revival

Zoning: R-1-6
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)

Sharon L Sanders 8-22-17
Applicant Signature (Date)

Sharon L Sanders 8-22-17
Property Owner Signature (Date)

1. This 1-story, 1,048 square-foot, wood-framed house with hip roof was built c.1910..

Located in the Old Escondido Neighborhood Historic District, it is located on a street with several homes dating to the same period as well as many mid-century homes. This home's exterior, including clapboard siding and double-hung windows is fully intact. The house was purchased in 1925 by Elmer Webb, who lived in it until he died in 1984 at the age of 91. Webb moved to Escondido in 1911 and owned a trucking company, Escondido Truck Lined, and was co-owner of Webb Pump and Supply Company for 50 years. Hew was a volunteer fireman as were many of his employees. When the fire bell rang, they all responded! In 1912, Elmer won the Grape Day 50-mile motorcycle race. Rumor has it that beer was brewed int he basement of this home, even though Escondido was a "dry town" and imbibing alcohol was definitely frowned upon.

2. The exterior of the structure remains intact, including all siding and windows. Ornate trim around the porch probably replicates what was there originally. Much of the interior, including oak flooring, mouldings, and hardware is original, as well.

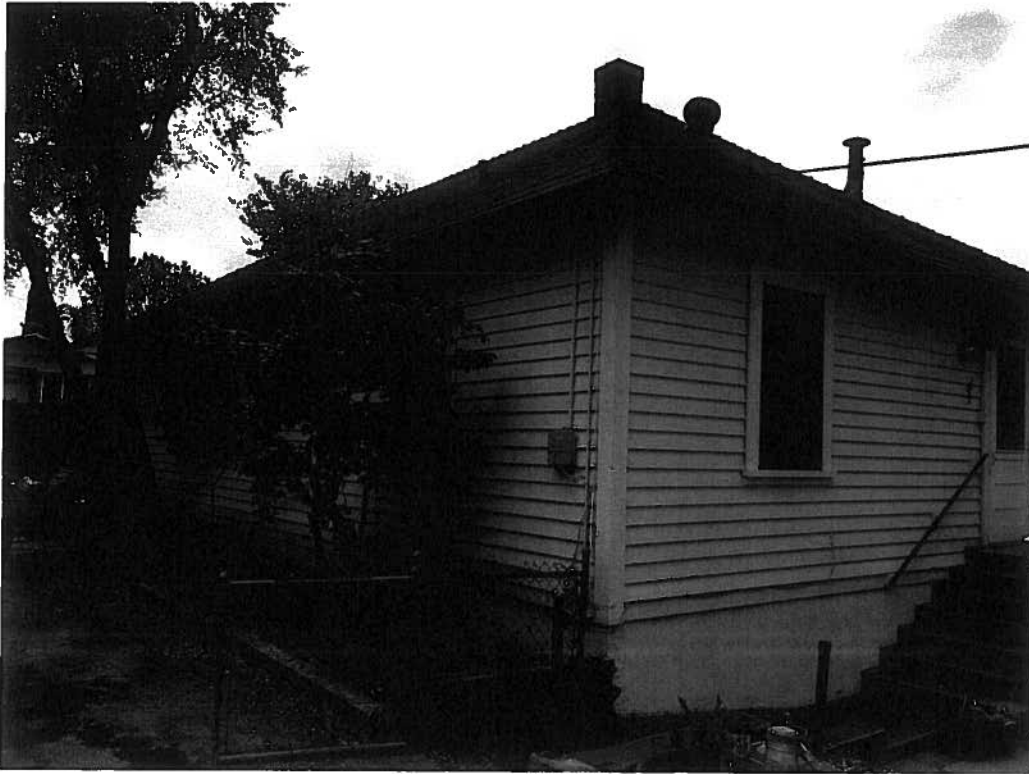
3. There are no known threats to the structure at this time.



Front/south elevation showing front entry and porch



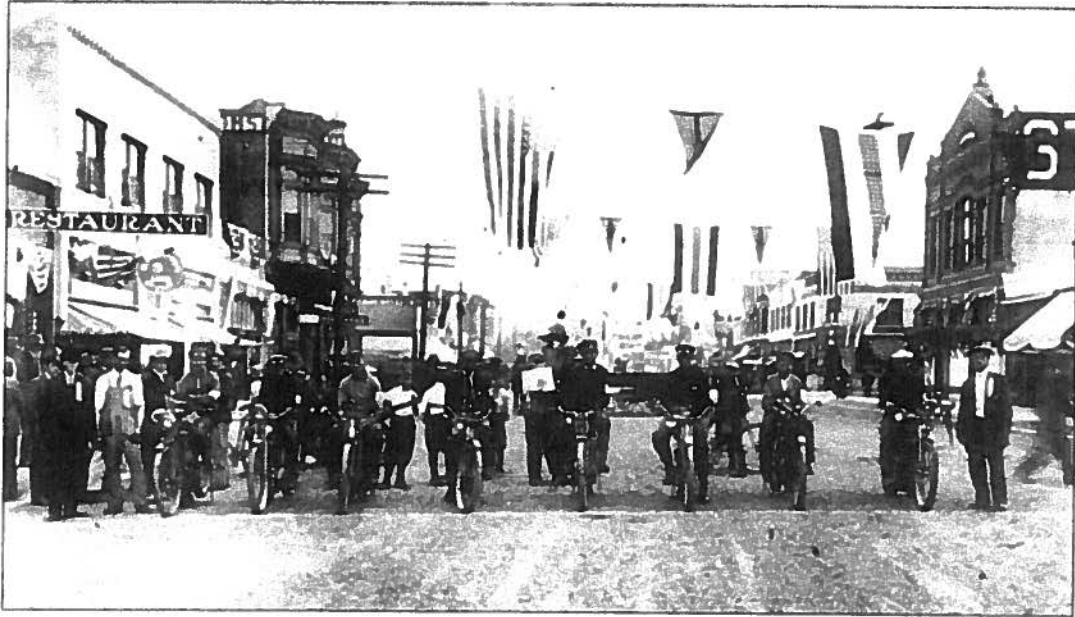
West elevation; small bump out is a modern gas fireplace insert



Southeast corner of house showing east elevation and part of steps to back door

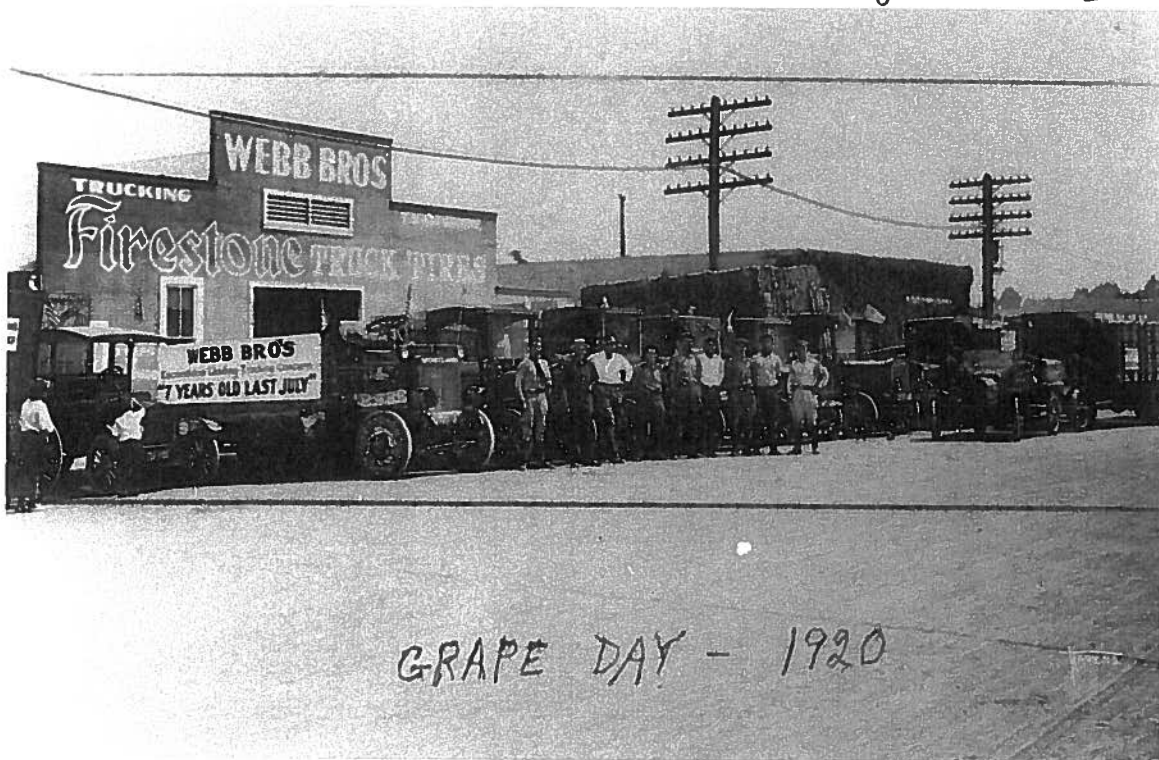


North elevation of house showing back steps, porch, and entrance to small basement to right



An enduring motorcycle race, starting from E. E. Wood's bicycle and motorcycle shop on newly paved Grand Avenue, was a highlight of the 1912 festival. The 50-mile course looped through San Pasqual Valley and back four times. Elmer Webb won at speeds up to 20 miles per hour. Bicycle, foot, and three-legged races were held as well. (Courtesy PR.)

*from 'Econolite Grape Day
Festivals' by Lucy Baker
Stephen Covey*



Webb Brothers employees line up in front of the building; Elmer Webb is second from the left.

**Chain of Title for 514 E. 6th Ave.
The Webb House**

**October 31, 2016 - present
Sharon L. Sanders**

**November 27, 2002 – October 31, 2016
Timothy and Taeler Morgan**

**August 4, 2000 – November 27, 2002
Cory R. Weck, Lori K. Weck, and Jan Houshar**

**September 14, 1995 – August 4, 2000
Carl A. Villarreal and Karen Ricardo**

**March 4, 1988 - September 14, 1995
Ronald Sylvestri, Jr. and Julie L. Sylvestri**

**December 16, 1966 – March 4, 1988
Alice E. (Webb) Inga and Alyce M. Neumann, co-trustees**

December 16, 1966, - Elmer L. Webb Trust

**May 19, 1949 – December 16, 1966
Elmer L. and Blanche Webb**

**October 19, 1925 – May 19, 1949
Elmer L. and Evelynne P. Webb**

**September 23, 1920– October 19, 1925
Antonio Garuso**

**May 6, 1908 – September 23, 1920
Charles and Edna Stearns**

**Until May 6, 1908
Escondido Land & Town Company**

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 21 *Resource Name or #: (Assigned by recorder) 514 E. 6th Ave., Escondido

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted

*a. County San Diego 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 514 E. 6th 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)

Parcel No. 233-291-1000

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

Single story, wood-framed Colonial Revival residence with hipped roof and asymmetrical front façade, including a sheltered front porch. This 1048 sq. ft. home sits on a 7,000 sq. ft. lot along a street lined with homes from the same era on one side and mostly mid-century homes on the other. The house is in very good condition with no alterations to the exterior.

*P3b. Resource Attributes: (List attributes and codes) HP2-Single family property

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

X Element of District ☐ Other (Isolates, etc.)

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

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

Built c.1910



*P7. Owner and Address:

Sharon Sanders

514 E. 6th Ave.

Escondido, CA 92025

*P8. Recorded by: (Name, affiliation, and

address) Carol Rea, friend

420 E. 7th Ave.

Escondido, CA 92025

*P9. Date Recorded: August 19,
2017

*P10. Survey Type: (Describe)

Reconnaissance

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

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) 514 E. 6th Ave., Escondido *NRHP Status Code _____

Page 1 of 1

B1. Historic Name: Webb House B2. _____

Common Name: Same

B3. Original Use: Residential B4. Present Use: Residential

*B5. Architectural Style: Colonial Revival *B6. Construction _____

History: (Construction date, alterations, and date of alterations)

Built c. 1910, no alterations; original windows and clapboard siding are intact and there are no additions.

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

*B8. Related Features:

None

B9a. Architect: Unknown

b. Builder: Unknown

*B10. Significance: Theme Residential Architecture Area Central, Old Escondido Neighborhood
Historic District

Period of Significance 1888-1920 Property Type Residential Applicable Criteria A, C

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

The Escondido Land & Town Company laid out the first streets in this area, wide and reminiscent of the mid-west from which they hoped to draw property buyers. They even named the streets after mid-western states. Many houses were built in the area at the time and this is one of several in the Colonial Revival style, another is located next door to the east. This house qualifies as a contributor to the Old Escondido Neighborhood Historic District where it is located.

This house is in generally good repair with the uneven foundation recently repaired and double-hung and casement windows in good condition. Decorative elements along the ceiling of the front porch were most likely replaced but reasonably resemble what was originally there.

B11. Additional Resource Attributes: (List attributes and codes) HP2- Single Family Property

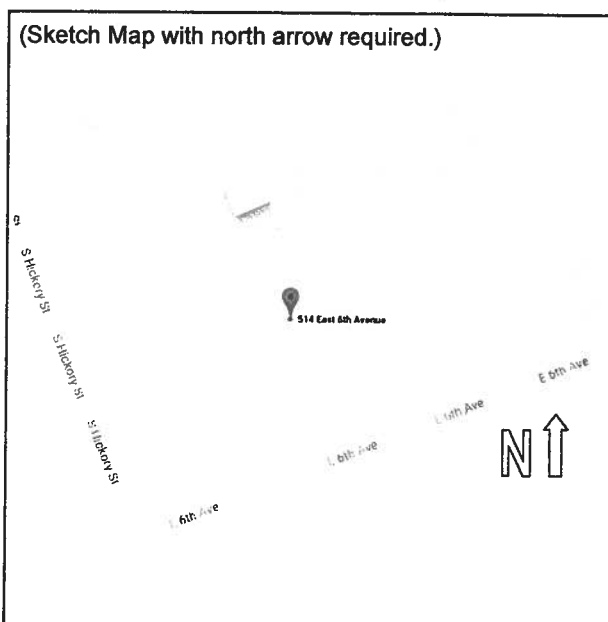
*B12. References:

B13. Remarks:
There are no known threats to this property at this time.

*B14. Evaluator: Carol Rea, amateur historian

*Date of Evaluation: August 21, 2017

(Sketch Map with north arrow required.)



(This space reserved for official comments.)



CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

**HISTORIC PROPERTY PRESERVATION
(MILLS ACT) APPLICATION AND AGREEMENT**

FOR INTERNAL USE ONLY

Case No. _____
Date Submitted: _____
Project Planner: _____
Fees: _____
Receipt No.: _____

☐ Incomplete _____
Date of Notice

☐ Complete _____
Date

APPLICANT/CONTACT PERSON

Name (Print): Sharon Sanders
Address: 514 E. 6th Ave.
City, State, Zip: Escondido, CA 92025
Phone: 760-807-7196
Fax: _____
E-mail: hope1944@sbcglobal.net
Signature: *Sharon L Sanders*

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Sharon Sanders
Address: 514 E. 6th Ave.
City, State, Zip: Escondido, CA 92025
Phone: 760-807-7196
Fax: _____
E-mail: hope1944@sbcglobal.net
Signature: *Sharon L Sanders*
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 514 E. 6th Ave.
Assessor's Parcel Number: 233-291-10-00
Historic Name: Webb House

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☐ Local ☐ State ☐ National
Date of Designation: _____
Local Register Listing: ☐ Yes ☐ No
Date of Listing: _____

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

Repair foundation (completed) Re-roof (completed) Replace porch floor (completed)
Install gutters to protect foundation (in process) Repair back porch and steps
Release and re-paint previously painted over window sashes (completed)
Trim tree overhanging roof (completed)
Repair electrical outlet in service porch (completed)
Repaint entire house
Install plumbing-friendly whole-house water system (completed)

City of Escondido
HISTORIC RESOURCES INVENTORY

NOTIFICATION AND LOCATION

1. Historic Name

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking significant

2. Common or Current Name

3. Number & Street 514 E. Sixth Avenue

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone

A E4932.40

B N36643.20

C Zone 11

D

5. Quad map No.

Parcel No. 233-291-10

Other

DESCRIPTION

6. Property Category

If district, number of documented resources

7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

A hip roof tops this single-story rectangular house with wide clapboard siding and vertical end boards. Exposed beam ends ring the perimeter of the roof. A recessed front porch has a picture window flanked by double-hung windows. Next to the front door, plain posts with a wrought iron railing support the porch roof. The front-facing portion of the east half of the front (south) facade sports a double-hung window with a metal awning. Double-hung wood-frame windows are used throughout. There is a matching clapboard garage on the alley.

The architectural style is: Craftsman

The condition is: good

The related features are: matching garage

The surroundings are: residential

The boundaries are:



8. Planning Agency
City of Escondido

9. Owner and Address
Elmer L. Webb
same

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

HISTORICAL INFORMATION

14. Construction Date(s) c1905 Original location unknown Date moved
15. Alterations & date railing and awning
16. Architect unknown Builder unknown
17. Historic attributes (with number from list)

SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme architecture Area
Period Property Type Context formally developed?
19. Briefly discuss the property's importance within the context. Use historical and architectural analysis as appropriate. Compare with similar properties.
- This structure, while not being of great architectural or historic significance alone, may be a contributing building in the formation of an historic district.

20. Sources

Sanborn maps; local histories

21. Applicable National Register criteria

22. Other Recognition: State Landmark Number

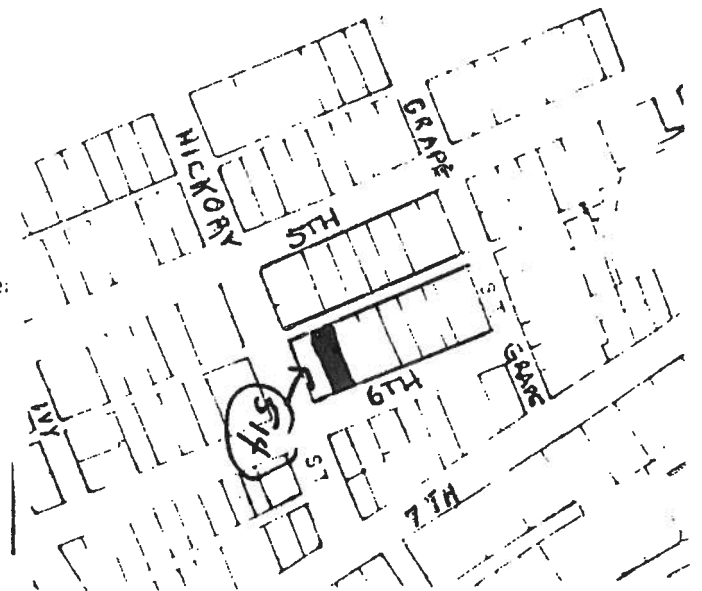
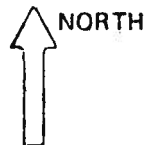
23. Evaluator Date of Evaluation 1990

24. Survey type

25. Survey name

26. Year Form Prepared 1983 By(Name) Donald A. Cotton Associates Organization Revised by Aegis 1990 Address 111 Spring Street City & Zip Claremont, CA 91711 Phone (714) 621 1207

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



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.

SS _____ 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.

SS _____ 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.

JS — 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.

JS — 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

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: August 22, 2017

By: Sharon Sanders
[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: _____



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.: HP 17-0008

Project Location - specific: Addressed as 514 East 6th Avenue (APN 233-291-1000), located on the north side of East 6th Avenue between South Hickory and South Grape Streets.

Project Location - City: Escondido, **Project Location - County:** San Diego

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.159-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Name: Sharon Lee Sanders

Telephone: (760) 807-7196

Address: 514 East 6th Avenue, Escondido, CA 92025

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 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: _____

Assistant Planner

September 11, 2017

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.6
Date: October 19, 2017

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 323 East 10th Avenue (case number HP17-0010)

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 323 East 10th Avenue (APN 233-580-5000) consists of 0.197 acre with a one story Suburban Mid-Century Ranch residence built as part of the City's "Hooper Tract" and completed in 1958. The residence



is immediately adjacent to the Original Hooper Farm House, a Local Register and Mills Act property from which the original Hooper Tract subdivision was formed. The subject dwelling is clad in stucco and highly dimensional horizontal siding, has a central brick chimney and includes an attached double garage facing the street; a new design concept at the time which has now become commonplace for single family homes. The house is 1412 SF in size with three bedrooms and two baths. With its wide eaves, gabled roof and remaining original metal-framed crank windows, this house on its raised foundation has not been heavily altered and is substantially as it was when first built by the Hooper Addition company in 1958. 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 format, State Department of Parks and Recreation forms (see 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 owners, Jason and Allison Vandewarker, is to consider placing this resource on the Local Register.

Staff believes that the subject property meets the following three of seven criteria (note that at least two are required for Local Register listing approval):

2. Escondido building or buildings that embody distinguishing characteristics of an architectural type, specimen, or are representative of a recognized architect's work and are not substantially altered.

This residence has not been substantially altered from when it was originally completed by the Hooper Additions company in 1958 as part of the "Hooper Tract."

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 Suburban Ranch residence was built in 1958 and is currently 59 years old.

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 is one of a cluster of historic properties within the original Hooper subdivision, several of which have already been listed on the City's Local Register.

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 adequate improvements have been listed.

Respectfully Submitted,



Paul K. Bingham
Assistant Planner II

Mills Act Application List of Improvements

Property Address: 323 East 10th Avenue
Property Owners: Jason and Allison Vandewarker

1. Removal of security door. (completed)
2. Repair and upgrade existing house electrical system. (completed)
3. Repair existing house plumbing. (completed)
4. Replace existing roofing. (completed)
5. Repaint house exterior with period-appropriate colors. (completed)
6. Replace some aluminum frame windows with period-appropriate replacements. (completed)
7. Replace dilapidated existing rear fencing with new 1950's style horizontal wood fencing. (completed)
8. Repair and resurface the existing asphalt driveway. (planned)
8. Remove the adjacent overgrown juniper hedges causing damage to the driveway. (planned)
9. Relandscaping in front to include low mid-century style horizontal wood fence. (planned)



CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671

FOR INTERNAL USE ONLY

Case No.: HP17-0010
Date Received: 10/9/17
Received By: P. B.
Fees Received: NA
Date Approved: NA
Application: ☐ Incomplete
☐ Complete

ESCONDIDO HISTORIC DESIGNATION APPLICATION

(Check one) ☐ Historic Landmark ☒ Local Register

Applicant: Allison Vandewarner
Address: 323 E 10th Ave
City/State/Zip: Escondido CA 92025
Phone No.: (H) 760-317-7162 (W) 760-807-9990

Present Property Owner: Allison Vandewarner
Address: 323 E 10th Ave
City/State/Zip: Escondido CA 92025
Phone No.: (H) 760-317-7162 (W) 760-807-9990

Address of Site/Structure: 323 E 10th Ave
Assessor Parcel No.: 233-580-50-00

Present Land Use: Home
General Plan Designation: _____
Tier/Neighborhood: Escondido Historic District

Common Name/
Historic Name: Hooper Tract
Architural Style: Suburban Ranch Mid-Century

Zoning: Residential
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)

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OCT 9 2017

PLANNING DIVISION

[Signature]
Applicant Signature 10-7-17
(Date)

[Signature]
Property Owner Signature 10-7-17
(Date)

1. This home is a 1412 square foot single family home that was completed in 1958 as a part of the Hooper Tract. It remains almost entirely in it's original form, and the only visible alterations have been new windows, done in the original aluminum siding, new roof, and paint in era appropriate colors. Some of the features of the home that make it historically relevant are the highly dimensional horizontal siding, the wide eaves that were first coming into popularity in the 1950's, the brick chimney located in the center of the house, as opposed to being exposed on the side, the raised foundation, the brickwork on the front of the house, and the large window in the front room that allows sunlight to stream in. Prior to being developed, the land belongs to L.B. Hooper who owned the large Victorian on the corner of 10th and Juniper, which provides the property's western border, and he also owned 13 acres of surrounding land.

2. No, we have looked back into both the escondido permits and the residential building records and can't find any major alterations beyond the replacement of the windows and roof, both of which were designed to honor and preserve the original design.

3. None

323 East 10th Avenue - Chain of Title:

1957: Glen Hamilton

1958: Frank J. & Patricia E. (Wands) Schmitz

19??: transferred to Schmitz Family Trust

2002: Death of Frank J. Schmitz

2003: transferred to Francis Patrick Schmitz (son) after death of Patricia E. Schmitz (mother)

2015: sold to Jason & Allison Vandewarker (current owners)



CITY OF ESCONDIDO
Planning Division
201 North Broadway
Escondido, CA 92025-2798
(760) 839-4671
Fax: (760) 839-4313

FOR INTERNAL USE ONLY	
Case No.	HP 17-0010
Date Submitted:	10/9/17
Project Planner:	P. P.
Fees:	NA
Receipt No.:	NA
☐ Incomplete	Date of Notice
☐ Complete	Date

**HISTORIC PROPERTY PRESERVATION
(MILLS ACT) APPLICATION AND AGREEMENT**

APPLICANT/CONTACT PERSON

Name (Print): Allison and Jason Vandewarker
Address: 323 E 10th Ave
City, State, Zip: Escondido CA 92025
Phone: 760-317-7162
Fax: _____
E-mail: allisonvandewarker@gmail.com
Signature: [Signature]

OWNER (If multiple owners/addresses, attach additional sheets as necessary.)

Name (Print): Allison Vandewarker
Address: 323 E 10th Ave
City, State, Zip: Escondido CA 92025
Phone: 760-317-7162
Fax: _____
E-mail: allisonvandewarker@gmail.com
Signature: [Signature]
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 323 E 10th Ave
Assessor's Parcel Number: 233-580-50-00
Historic Name: Hooper Tract

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
☒ Local ☐ State ☐ National
Date of Designation: _____
Local Register Listing: ☐ Yes ☐ No
Date of Listing: _____

POTENTIAL STRUCTURE/PROPERTY IMPROVEMENT TIMELINE:

Please list the improvements which are intended to take place over the next 10 years. List them in order of owner's priority. The improvements listed may be as specific or as general as the applicant prefers; however, physical alterations shall comply with the Secretary of Interior standards. Emergency maintenance not identified in this Agreement may be substituted for listed improvements. The listed improvements may be performed out of order, depending on the property owner's financial situation. Visits to the property by City representatives to monitor the progress will be performed every two to three years.

PROPOSED IMPROVEMENTS

Finished Improvements- electrical, plumbing, roof, fencing, painting with appropriate colors, new windows in the mid-century appropriate aluminum siding, removal of security door
Future Improvements- Resurface driveway, remove hedge, build front fence in a mid-century style horizontal fence, landscape to match mid-century style

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OCT 9 2017

PLANNING DIVISION

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

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

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 3 *Resource Name or #: (Assigned by recorder) _____

P1. Other Identifier: Vandewarker House

*P2. Location: ☐ Not for Publication ☒ Unrestricted

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

*b. USGS 7.5' Quad escondido Date 2015 T _____; R _____; _____ ¼ of _____ ¼ of Sec 65; 93 B.M.

c. Address 323 E 10th 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, etc., as appropriate) APN 233-580-50

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

Single leve, three bedroom, two bath, 1412 square foot single family home. It is a suburban ranch from the midcentruy, and it is constructed from stucco, brick and highly dimensional horizontal siding. This home sits on a raised foundation, and is part of the cooper tract from the late mid-century. It is in excellent condition, and is unaltered from it's orginal design. It sits on a quiet street and is one house east of Juniper st. It backs up to, and has access to, an alley that lies between 10th and 11th ave.

*P3b. Resource Attributes: (List attributes and codes) Hp2 Single family property

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



P5b. Description of Photo:
(view, date, accession #) Front of house July
2016, 233-580-50

*P6. Date Constructed/Age and Source:

☒ Historic ☐ Prehistoric ☐ Both
1958 Source- City permits

*P7. Owner and Address: Allison and Jasor
Vandewarker. 323 E 10th Ave Escondido CA
92025

*P8. Recorded by:
(Name, affiliation, and address)
Allison Vandewarker, owner
323 E 10th Ave

*P9. Date Recorded: 10-6-2017

*P10. Survey Type: (Describe) none

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

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
BUILDING, STRUCTURE, AND OBJECT RECORD

Primary # _____

HRI # _____

*NRHP Status Code _____

Page 2 of 3 *Resource Name or #: (Assigned by recorder) _____

B1. Historic Name: Suburban Ranch Mid Century

B2. Common Name: Hooper Tract

B3. Original Use: Home

B4. Present Use: Home

*B5. Architectural Style: Suburban Ranch

*B6. Construction History: (Construction date, alterations, and date of alterations)

Built in 1958 the only alterations have been new double pane windows, added in 2015, and new fencing repaired in 2016.

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

Original Location: _____

*B8. Related Features:

A row of impressive Juniper trees, and an old growth Jacaranda in the back yard.

B9a. Architect: _____ b. Builder: _____

*B10. Significance: Theme Suburban Ranch Mid-century

Area: Escondido Historic District

Period of Significance: Mid-Century

Property Type: Single Family Home

Applicable Criteria: _____

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

This home was completed in 1958 as a part of the Hooper tract. It is a suburban ranch style home, and it boasts the original highly dimensional horizontal siding, central fire place, wide eaves, and brick work that were all indicative of the mid-century style. In addition, the large front windows that have been replaced with the same aluminum siding, and the raised foundation are all characteristic of mid-century homes.

B11. Additional Resource Attributes: (List attributes and codes) Hp2- Single family, AH2- raised foundation HP29- juniper and jacaranda trees

*B12. References:

Residential Building Record, Escondido Historical Center

B13. Remarks:

*B14. Evaluator:

Allison Vandewarker

*Date of Evaluation: 10-6-2017

(This space reserved for official comments)

Sketch Map with north arrow required.

NT

Juniper street

10th Avenue

HP2

our property

alley

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

Primary # _____
HRI # _____
Trinomial _____

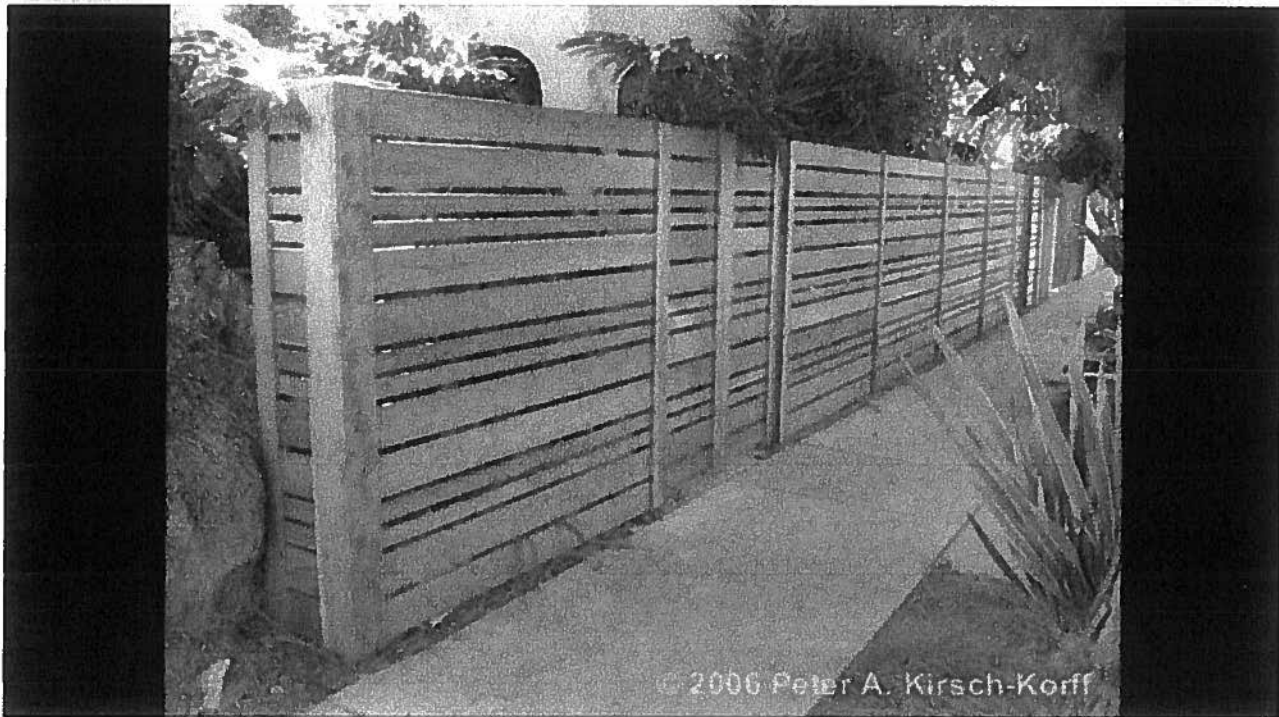
Page 3 of 3 *Resource Name or #: (Assigned by recorder) _____

Recorded by: _____ Date: _____

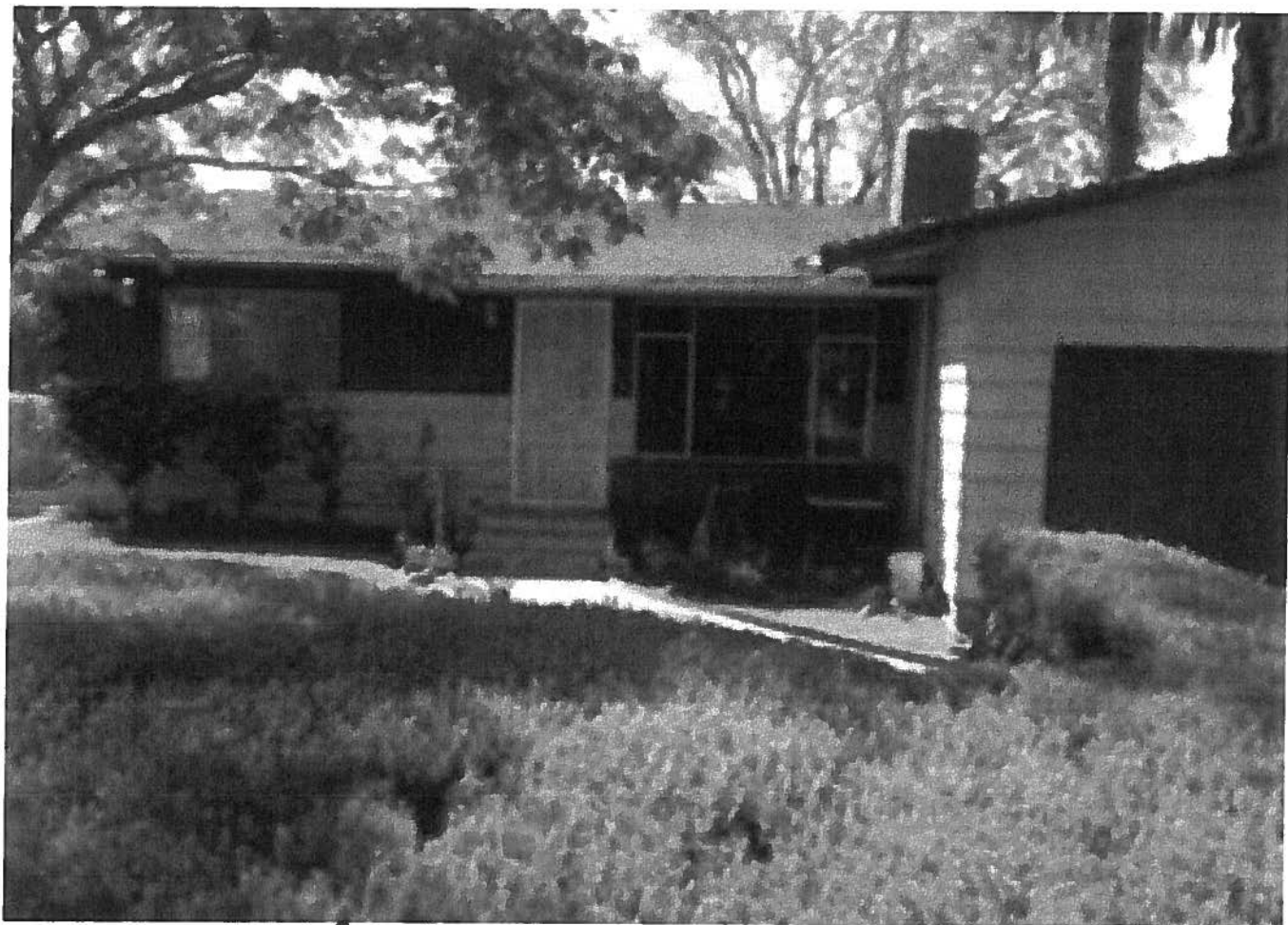
☐ Continuation ☐ Update

Page Number: 7



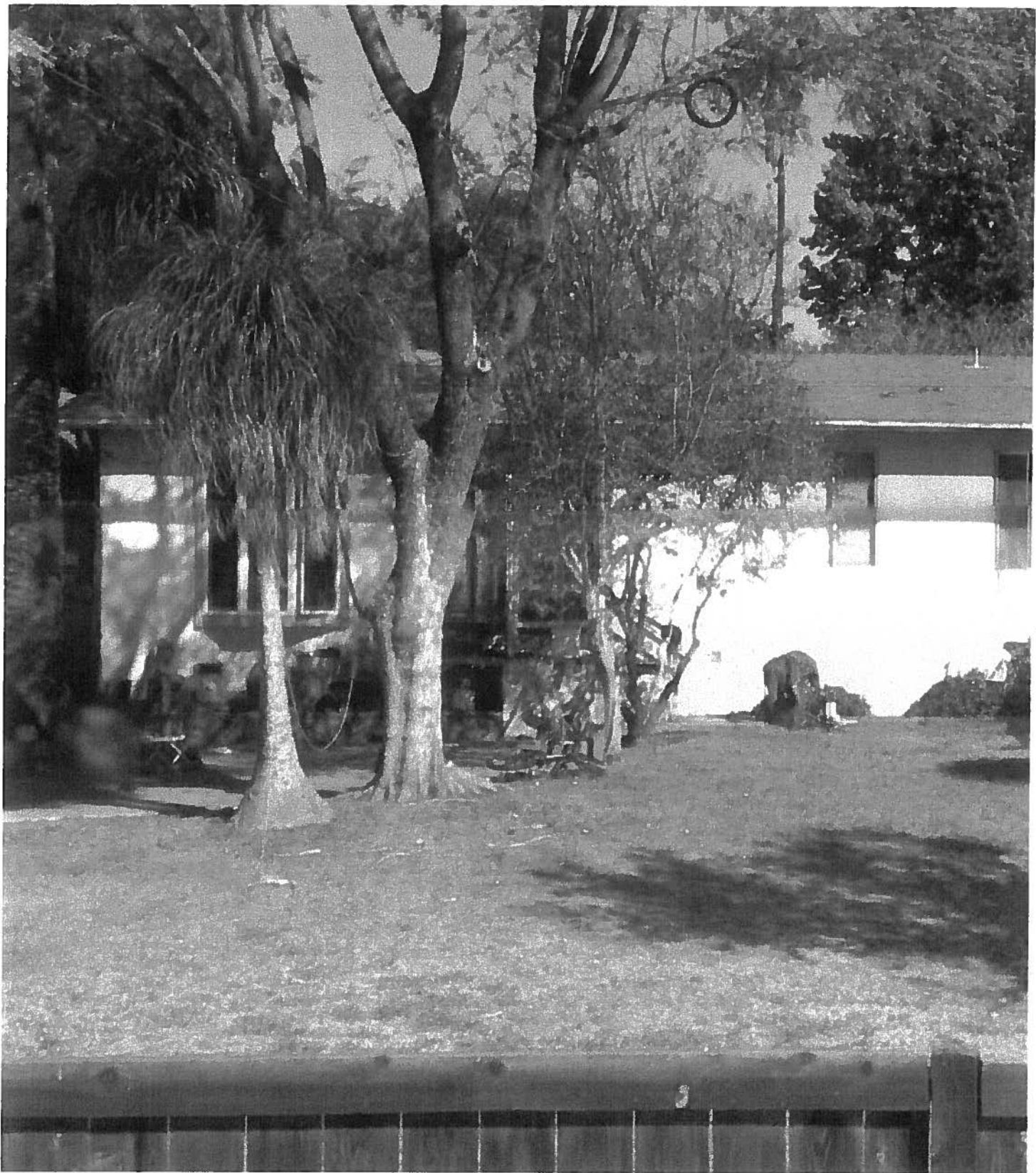


1950s Horizontal wood fence



Vandewalker House
323 E 10th Ave
Escondido

2015 before the remodel



Rear of property

RESIDENTIAL BILLING RECORD SHEET

101

33

—

570-21

ADDRESS 323 E 10TH AVE.

[illegible]

Structure	Found	Cons.	Ext.	Roof	Floor	Int.	Size, etc.
-----------	-------	-------	------	------	-------	------	------------

COMPUTATIONS

73

200

1

—

1

1

1

1

1

1

1

100

1000

100

—

1

1000

Remarks:

100

644 *Journal of Management Inquiry* 16(6)

100

[illegible]

1

1

5.14.101 5

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

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

CEI

OCT - 9 2017

REG DIVISION

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.

TV AW 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.

TV AW 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.

JV OW 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.

JV OW 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

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: _____
[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: _____



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.: HP 17-0010

Project Location - specific: Addressed as 323 East 10th Avenue (APN 233-580-5000), located on the south side of East 10th Avenue just east of South Juniper Street.

Project Location - City: Escondido, **Project Location - County:** San Diego

Description of Project:

To approve the Local Register listing and a Mills Act contract for the 0.197-acre subject property in the R-1-6 (Single-Family Residential, 6,000 SF minimum lot size) zone, located in the U1 (Urban I) designation of the General Plan.

Name of Public Agency Approving Project: City of Escondido

Name of Persons or Agency Carrying Out Project:

Names: Jason & Allison Vandewarker
Address: 323 East 10th Avenue, Escondido, CA 92025

Telephone: (760) 317-7162

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

Exempt Status:

Categorical Exemption: Section 15331, Class 31. "Historic Resource Restoration/Rehabilitation"

Reasons why project is exempt:

1. The project is within the R-1-6 zone and the U1 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. B.

Assistant Planner II

Oct 11, 2017

Date

☒ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant



HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.7
Date: October 19, 2017

TO: Historic Preservation Commission

FROM: Adam Finestone, Principal Planner

REQUEST: Revision to Article 40 of the Escondido Zoning Code regarding the composition of the Historic Preservation Commission (AZ17-0004)

RECOMMENDATION: Forward recommendation of approval to the Planning Commission and City Council

BACKGROUND:

The Historic Preservation Commission (HPC) is described in Article 40, Section 33-791 of the Escondido Zoning Code. The code currently states that the HPC shall be comprised of nine members, however the City has only had seven members serving on the commission for over a decade. (The last meeting where the HPC was comprised of nine members was in April, 2005. Since then, there have been only seven members on the HPC.) In 2008, the zoning code was amended to address this issue by changing the requirement to seven members (City Council Ordinance No. 2008-14, adopted May 14, 2008), however, a subsequent amendment changed the requirement back to nine members (City Council Ordinance No. 2008-16, adopted July 16, 2008).

ANALYSIS:

The second code amendment cited above was intended to address changes to the list of improvements exempt from obtaining a Certificate of Appropriateness, and to clarify requirements for the issuance of Certificates of Appropriateness. However, the ordinance approving said amendment included the full text of Article 40. Due to the timeline required for preparation of a code amendment, and considering the short duration of time between the two amendments, it is believed that the text of Article 40 used for the second code amendment had not yet reflected the changes made by the first code amendment. Since the second code amendment included the full text of Article 40, it unintentionally overwrote the changes made by the first code amendment.

The amendment currently proposed for consideration would change the requirement back to seven members, as was the intent nine years ago. This would be consistent with the composition of the HPC over the past 12 years.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "A. Finestone", written over a horizontal line.

Adam Finestone, AICP
Principal Planner

HISTORIC PRESERVATION COMMISSION

Meeting Schedule for 2018

The Historic Preservation Commission typically meets the third Thursday of every other month at 3:00 p.m. in the Council Chambers. Meeting dates for 2018 are listed below. Please let staff know if you are unable to attend any of the scheduled meetings. A minimum of four members is required for a quorum. Special meetings may be called as needed.

January 18, 2018

March 15, 2018

May 17, 2018

July 19, 2018

September 20, 2018

November 15, 2018

Staff Contacts:

Adam Finestone, Principal Planner, 760-839-6203, afinestone@escondido.org
Paul Bingham, Assistant Planner II, 760-839-4306, pbingham@escondido.org

Planning Division main telephone number: 760-839-4671.