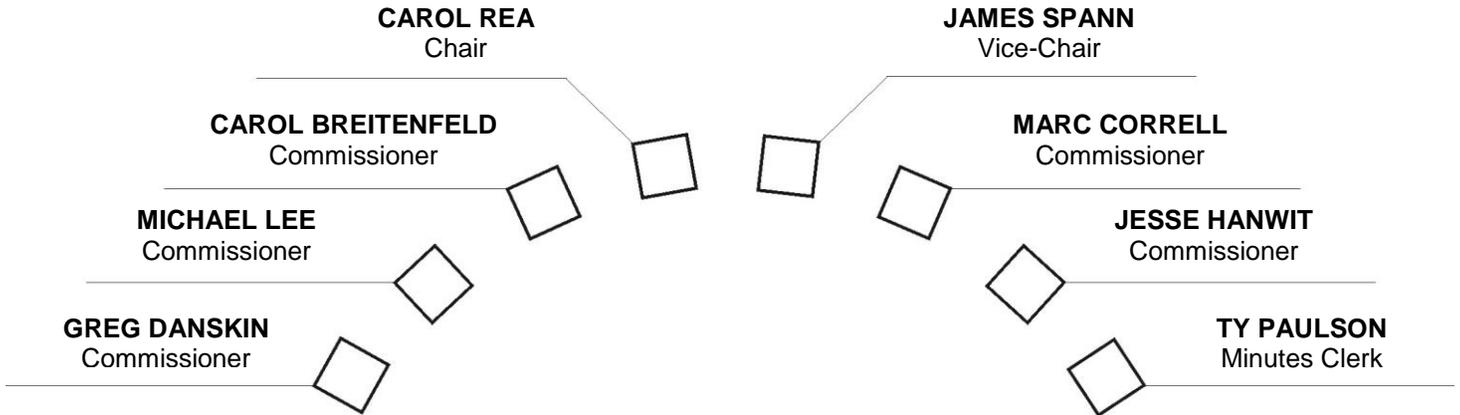


CITY OF ESCONDIDO

Historic Preservation Commission and Staff Seating



AGENDA

HISTORIC PRESERVATION COMMISSION
201 N. Broadway

NOTE: Meeting will be held in City Hall's Mitchell Room

3:00 P.M.

August 2, 2016

- A. CALL TO ORDER**
- B. FLAG SALUTE**
- C. ROLL CALL**
- D. REVIEW OF MINUTES: [June 7, 2016](#)**

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.

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

I. ORAL COMMUNICATION:

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

J. COMMISSIONER COMMENTS

**K. ADJOURNMENT TO NEXT REGULARLY SCHEDULED HPC MEETING DATE
October 4, 2016.**

CITY OF ESCONDIDO

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

June 7, 2016

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

Commissioners present: Chair Rea, Vice-chair Spann, Commissioner Hanwit, Commissioner Correll, Commissioner Danskin and Commissioner Breitenfeld.

Commissioners absent: Commissioner Lee.

Staff present: Rozanne Cherry, Principal Planner; Paul Bingham, Assistant Planner II; and Ty Paulson, Minutes Clerk.

MINUTES:

Moved by Vice-chair Spann, seconded by Chair Rea, to approve the minutes of the April 5, 2016, meeting as amended. Motion carried unanimously. Commissioner Danskin was absent from the vote. (5-0)

WRITTEN COMMUNICATIONS: None.

ORAL COMMUNICATIONS: None.

PUBLIC HEARINGS:

1. LOCAL REGISTER & DESIGN REVIEW – Case No. HP 16-0001:

REQUEST: Local Register of a Weir Brothers' Adobe & Design Review of Modifications including Garage Conversion, Connecting Carport and Pool House Additions.

Location: 2612 Loma Vista Avenue

Commissioner Danskin entered the meeting at this time.

Paul Bingham, Assistant Planner II, provided a description and the background and code enforcement history for the subject property. He stated that the code enforcement issue might not be applicable due to the possibility that some revisions were done when the property was still in the County prior to annexation. He then referenced the design review items for the property and noted that staff recommended approval to list the subject property on the Local Register.

The Commission recommended taking separate actions on the following items:

**Original Single Bay Garage Bay Conversion into a Kitchen
Discussion/Action:**

Commissioner Hanwit asked if any of the individuals were available to speak about how and when the modifications were done. Mr. Bingham replied in the negative.

Commissioner Breitenfeld asked staff if the conversion altered the outline of the original house. Mr. Bingham replied in the negative, noting staff felt the single bay garage could be put back to its original condition very easily.

Commissioner Danskin and Mr. Bingham discussed potential building permits that might be required.

Commissioner Danskin noted no aesthetic issues but felt it might be difficult to determine whether the foundation was adequate to handle the load.

Chair Rea noted no issue with the aesthetics but felt it was important to determine when the modifications were done, especially if a Mills Act Contract were ever considered.

Vice-chair Spann felt the carport and workshop had been in existence for a long time, noting no issue with the garage conversion.

ACTION:

Moved by Vice-chair Spann, seconded by Commissioner Correll, to approve the garage conversion into a kitchen as long as it met Building standards. Motion carried unanimously.

Large Breezeway Roof Discussion/Action

ACTION:

Moved by Commissioner Danskin, seconded by Commissioner Correll, to direct staff to work with the applicant to obtain the approvals needed for the breezeway and roof. Motion carried unanimously.

Construction of Detached 6-Column Carport Discussion/Action

ACTION:

Moved by Chair Rea, seconded by Commissioner Danskin, to direct staff to work with the applicant and involve engineering if needed. Motion carried unanimously.

Convert Adobe carport to Pool House Discussion/Action

Vice-chair Spann noted no issue with the carport being converted to living space and being listed on the Historic Register.

Discussion ensued regarding deed restricting the pool house.

ACTION:

Moved by Vice-chair Spann, seconded by Chair Rea, to approve the carport conversion as a habitable space. Motion carried unanimously.

Local Register Discussion/Action

Paul Bingham, Assistant Planner II, noted that the property met three of the seven criteria for listing on the Local Register.

Commissioner Danskin encouraged the applicant to conduct some research on the former owners.

Angelika Nederlof, Applicant, noted that she had conducted extensive research and found that most of the individuals involved with the house were deceased.

Commissioner Correll noted that Dan Daugherty who owned Black Rock Pools might be a resource for information.

ACTION:

Moved by Vice-chair Spann, seconded by Commissioner Danskin, to approve staff's recommendation to nominate the property located at 2612 Loma Vista Avenue to the Local Register. Motion carried unanimously.

2. MILLS ACT – Case No. HP 16-0002:

REQUEST: Local Register and Mills Act for the East Lake Victorian Stewart House

Location: 439 East 5th Avenue

Chair Rea and Commissioner Hanwit recused themselves from Item 2.

Paul Bingham, Assistant Planner II, referenced the staff report and provided a description and background history for the subject property. He noted that staff felt the property met 5 of the 7 criteria for the Local Register listing. He then referenced the application's Improvement List for Mills Act listing. He noted that staff wanted to ensure that the new owners repair/replace the shaped wall shingles (scales) that had been changed on the residence as well as remove the gable attic window installed without approvals. Staff recommended approval of the property being listed on the Local Register and that it be placed on the Mills Act.

Commissioner Danskin and Mr. Bingham discussed the proposed wall shingle issue that staff was suggesting be addressed.

Commissioner Danskin asked if the attic gable had a window in the past. Mr. Bingham replied in the negative. Commissioner Spann noted that the historic picture of the house showed no window or vent.

Commissioner Danskin and staff discussed the purpose of the shiplap siding proposed for the Chimney.

Claire Green, Applicant, Escondido, noted that the reason for the shiplap was to try and keep the chimney pieces from crumbling during adverse weather.

Commissioner Danskin noted shiplap was not a structural solution but would help with protection from adverse weather. He felt it might be worth looking into a spray sealer that would help preserve both the material and looks of the chimney. He also felt the structural integrity of the chimney should be looked at.

Vice-chair Spann concurred with Commissioner Danskin and suggested amending Improvement List Item No. 4, feeling shiplap was not an appropriate material to be used. He felt the chimney should be restored to its original condition.

Discussion ensued regarding a clarification of the easement for the subject property as outlined in Exhibit A.

Commissioner Danskin asked if the applicant was okay with removing the window from the attic gable, noting this was not foreign to the style of the residence. Mr. Bingham suggested that staff work with the applicant on an appropriate window replacement.

Tracey Bass, Escondido, noted that the original owners constructed the residence for their mother and then lot split it when it was sold. She noted that the window in the attic gable was installed in order to cover a hole from where a beehive was removed, feeling it should be removed.

Commissioner Danskin felt the attic gable window should be smaller but did not feel it was foreign to the style of house as long as it was an appropriate window. Commissioner Breitenfeld concurred as long as it matched the rest of the residence.

ACTION:

Moved by Commissioner Danskin, seconded by Commissioner Correll, to approve staff's recommendation. The motion included modifying Item No. 4 on the Mills Act Improvement List to attempt to preserve the existing chimney without shiplap, that staff work with the applicant regarding installing an appropriate window for the attic gable, and that the owners repair/replace the shaped wall shingles. Motion carried. Ayes: Danskin, Breitenfeld, Spann, and Correll. Noes: None. Abstained: Rea and Hanwit. (4-0-2)

CURRENT BUSINESS:

1. DESIGN REVIEW – Case No. ADM 16-0070:

REQUEST: Legalize small addition at rear of OEN residence

Location: 245 East 10th Avenue

Paul Bingham, Assistant Planner II, provided a description and the background history for the subject property and noted that the property was not on the Local Register. He stated that this was a code enforcement case and staff was looking to the Commission as to the appropriateness of the closet addition at the rear of the house, if the addition could obtain a building permit. Staff recommended approval with the condition to stucco and paint the closet addition to match the exterior of the bedroom.

Discussion ensued regarding clarifications of the size of the bedroom, the age of the residence, and materials used for the addition.

Vice-chair Spann expressed no issues with the addition as long as staff and code enforcement approved the addition. He also felt the finish should match the rest of the residence.

Chair Rea expressed no issues with the addition but felt stucco would be more appropriate for the addition.

Commissioner Danskin expressed no issues with the addition as long as staff concurred.

Chair Rea felt the property had potential to be on the Local Register since it was in the OEN.

ACTION:

Moved by Vice-chair Spann, seconded by Commissioner Danskin, to approve staff's recommendation. Ayes: Danskin, Rea, Spann, Correll and Hanwit. Noes: Breitenfeld (5-1-0)

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

Chair Rea noted the group was making progress and would be meeting again in June. She also noted that the introduction was almost finished.

3. AD HOC WORK GROUP REPORT ON MILLS ACT PROPERTIES

Chair Rea noted that some second visit letters were in order for those who did not respond, but that they were also ready for some new letters to be sent out.

4. DISCUSS POSSIBLE TRAINING WEBINAR TOPIC AND DATES

Mr. Bingham noted that he had reviewed the list of archived webinar subjects that seemed appropriate for the Commission and asked which ones the Commission would be interested in viewing.

The Commissioners requested the following webinars:

Rea - No. 3.
Breitenfeld – Nos. 2, 4, and 5.
Danskin – No. 3
Correll – Nos. 4 and 5
Hanwit – Nos. 3 and 4
Spann – All (1-5)

ORAL COMMUNICATIONS - None.

COMMISSIONER COMMENTS:

Commissioner Danskin suggested that the site plans and exhibits that were on the whiteboards be printed in a smaller scale so that each Commission could review them.

Chair Rea thanked staff for the Historic Awards presentation. She noted that the OEN Mother's Day Home Tour was a great success with over 700 attendees. She indicated that the Escondido History Center was providing a shelf for the Old Escondido Historic District in the former library that would be used for books relating to historic homes.

ADJOURNMENT:

The meeting was adjourned at 4:11 pm. The next regular meeting was scheduled for August 2, 2016 at 3:00 p.m.

Rozanne Cherry, Principal Planner

Ty Paulson, Minutes Clerk

HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1
Date: August 2, 2016

TO: Historic Preservation Commission

FROM: Paul Bingham, Assistant Planner II

REQUESTS: Residence addressed as 444 East Sixth Avenue (case number HP16-0003)

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 Historic Preservation Ordinance No. 2000-23, Section 33-794-5 identifies a process and criteria for listing historic structures on the City's Local Register. Requests for listing on the Local Register require that both the Historic Preservation Commission and the City Council conduct a public hearing to consider the request. 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. The revised Historic Ordinance 92-409, adopted by Council 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 owner is currently requesting to enter into a Mills Act contract.



The subject property at 444 East Sixth Avenue (APN 233-282-0800) consists of .16 acre with an unusual two-story Victorian residence built circa 1895. The dormer windows continue down through the eaves – a

design feature also seen on the residence at 460 East 6th Avenue and which is unique to Escondido. The residence has not been heavily altered and remains a fine example of this pre-1900 Victorian architecture. A corrugated metal garage also exists at the rear of the property off the alley.

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 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 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: 444 East 6th Avenue
Property Owner: Michael Cipriano

1. Repair concrete foundation (completed)
 2. Replace dry rotted and termite damaged wood in rear deck (completed)
 3. Replace dry rotted and termite damaged wood in back porch (completed)
 4. Replace original wood support arm of garage barn door (completed)
 5. Repair dry rot and termite damage in kitchen bay window (completed)
 6. Repair/replace foundation piers and posts (planned)
 7. Repair/restore the front porch floor altered by a previous owner (planned)
 8. Reroof house (planned)
 9. Upgrading house electrical system to meet current Code (planned)
 10. Repair exterior wood damage as needed in preparation for repainting (planned)
 11. Repaint exterior of residence (planned)
-



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.:	_____
<input type="checkbox"/> Incomplete	_____ Date of Notice
<input type="checkbox"/> Complete	_____ Date

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

APPLICANT/CONTACT PERSON

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

Name (Print): MICHAEL CIPRIANO
 Address: 444 E. 6th AVE
 City, State, Zip: ESCONDIDO CA 92025
 Phone: 858-623-9875
 Fax: _____
 E-mail: Cipriano.mike@gmail.com
 Signature: [Signature]

Name (Print): _____
 Address: _____
 City, State, Zip: same as applicant
 Phone: _____
 Fax: _____
 E-mail: _____
 Signature: _____
 (authorizing applicant to submit application)

SITE INFORMATION

LANDMARK/LOCAL REGISTER INFORMATION

Property Address: 444 E. 6th AVE
 Assessor's Parcel Number: 233-282-C8-00
 Historic Name: N/A

Historic Designation:
 Local State National
 Date of Designation: _____
 Local Register Listing: Yes No
 Date of Listing: 05 MAY 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

1. REPAIR CONCRETE FOUNDATION (COMPLETED 2014)
2. REPLACE REAR PORCH/DECK SECONDARY TO DRY ROT/TERMITES (COMPLETED 2015)
3. REPLACE WOOD SUPPORT ARM OF GARAGE BARN DOOR (COMPLETED 2015)
4. REPAIR KITCHEN BAY WINDOW SECONDARY TO ROT/TERMITES (COMPLETED 2016)
5. REPLACE FOUNDATION PIERS /POSTS
6. REPAIR/RESTRUCTURE FRONT PORCH FLOOR
7. REPLACE ROOFING
8. EXTERIOR PAINT/WOOD REPAIR
9. UPGRADE ELECTRIC PANEL/SERVICE

Signatures. Applicant and property owner signature lines must be signed, even if the applicant and property owner are the same. The signature of the architect and/or engineer is also required if drawings are submitted by professional architects and/or engineers.

Applicant

As part of this application the applicant hereby agrees to defend, indemnify and hold harmless the City of Escondido, its Council, boards and commissions, officers, employees, volunteers, and agents from any claim, action, or proceeding against the City of Escondido, its Council, boards and commissions, officers, employees, volunteers and agents, to attack, set aside, void or annul an approval of the application or related decision, including environmental documents, or to challenge a denial of the application or related decisions. This indemnification shall include, but not be limited to, damages awarded against the City, if any, costs of suit, attorneys' fees, and other expenses incurred in connection with such claim, action, causes of action, suit or proceeding whether incurred by applicant, City, and/or the parties initiating or bringing such proceeding. The applicant shall indemnify the City for all of City's costs, attorneys' fees, and damages which City incurs in enforcing the indemnification provisions set forth herein. The applicant shall pay to the City upon demand any amount owed to the City pursuant to the indemnification requirements prescribed.

By signing below, I hereby certify that the application I am submitting, including all additional required information, is complete and accurate to the best of my knowledge. I understand that any misstatement or omission of the requested information or of any information subsequently requested may be grounds for rejecting the application, deeming the application incomplete, denying the application, suspending or revoking a permit issued on the basis of these or subsequent representations, or for the seeking of such other and further relief as may seem proper by the City of Escondido.

Applicant: *Muller*

Date: 30 JUNE 2016

Property Owner

By signing below, I hereby certify under penalty of perjury, that I am the owner of record of the property described herein and that I consent to the action requested herein. All other owners, lenders or other affected parties on the title to the property have been notified of the filing of this application. Further, I hereby authorize City of Escondido employees and officers to enter upon the subject property, as necessary to inspect the premises and process this application.

In order to facilitate the public review process, the City requires that property owners agree to allow any plans or drawings submitted as part of the application to be copied for members of the public. Property owner(s) hereby agree to allow the City to copy the plans or drawings for the limited purpose of facilitating the public review process.

Property Owner: *Muller*

Date: 30 JUNE 2016

Architect/Engineer

In order to facilitate the public review process, the City requires that architects and engineers agree to allow any plans, drawings, studies or reports submitted as part of the application to be copied for members of the public. Architect/Engineer hereby agrees to allow the City to copy the plans, drawings, studies or reports for the limited purpose of facilitating the public review process.

Architect: _____

Date: _____

Engineer: _____

Date: _____

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 _____; _____ ¼ of _____ ¼ of Sec _____; _____ B.M.

c. Address 444 E. 6th AVE City ESCONDIDO Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone 11, 4931.6_{ME} / 36642.9_{MN}

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) APN: 233-282-08

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

THE HOUSE IS LOCATED IN A RESIDENTIAL NEIGHBORHOOD. IT IS VICTORIAN STYLE WITH FRAME CONSTRUCTION ON A RAISED FOUNDATION WITH ORIGINAL CONCRETE/REDWOOD PIERS + POSTS. THE UNUSUAL DORMERS WHICH DECORATE THE TRUNCATED HIP ROOF SEEM TO BE UNIQUE TO ESCONDIDO. ENCLOSED EAVES WITH A PLAIN FRIEZE BELOW DECORATE THE ROOF EDGES. THE GABLED DORMER HAS LONG NARROW FULL-SIZED WINDOWS WHICH CONTINUE DOWN THROUGH THE

(CONTINUED)

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

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



P5b. Description of Photo:
(view, date, accession #) front view
7/13/16

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

*P7. Owner and Address:
MICHAEL CIPRIANO
SALE

*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): _____

Primary # _____

HRI # _____

*NRHP Status Code _____

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

B1. Historic Name: _____

B2. Common Name: _____

B3. Original Use: Residence

B4. Present Use: Residence

*B5. Architectural Style: Victorian

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

circa 1895

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

*B8. Related Features:

Corrugated metal garage

B9a. Architect: NA b. Builder: NA

*B10. Significance: Theme _____ Area: _____

Period of Significance: _____ Property Type: _____ Applicable Criteria: _____

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

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

*B12. References:

B13. Remarks:

*B14. Evaluator:

*Date of Evaluation: _____

(This space reserved for official comments)

Sketch Map with north arrow required.

see attached separately

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

Recorded by: _____ Date: _____

Continuation Update

P3a (CONT): EAVES INTO THE HOUSE WALLS. TWIN WINDOWS GRACE THE FRONT DORMER, SHIPLAP SIDING SHEATHS THE HOUSE AND TALL, NARROW WINDOWS TYPICAL OF THE PERIOD ARE USED THROUGHOUT. THE PORCH IS TOPPED BY A HIP ROOF AND SUPPORTED BY CARVED, TURNED POSTS. A STICK STYLE FRIEZE AT THE ROOFLINE APPEARS TO BE ORIGINAL. DIAMOND PATTERNED LATTICE WORK COVERS THE PORCH FOUNDATION. THE HOUSE IS VERY SIMILAR IN AGE AND STYLE TO THE ONE AT 460 E. GRAVE.

THIS WELL-MAINTAINED HOUSE RETAINS ITS ORIGINAL INTEGRITY AND IS A FINE EXAMPLE OF A NINETEENTH CENTURY HOME IS ESCONDIDO.

ALLEY 20' F.O.M.

50'

ORIGINAL SLAB



140'

140'

50'

30' F.O.M.

E. 6TH AVENUE

Chain of Title
444 E 6th Ave., Escondido (formerly E 8th Ave)

06 July 1894: The Escondido Land and Town Company to Mrs. Emma Harbin

08 Nov 1902: Mrs. Emma Harbin to E.M. Churchill

26 June 1905: E.M. Churchill to Lydia A Chapin

27 Jan 1911: Lydia A. Chapin (estate) to Frank Chapin, Mary L Chapin and Byron Chapin (Children)

27 Jan 1911: Mary L Chapin (Hayes) and Byron Chapin to Frank Chapin

25 Nov 1919: Frank and Esther Chapin to Mrs. Lola O'Donnell

19 Dec 1923: Mrs. Lola O'Donnell to Francis M and Anna Bates (husband and wife, JT)

1925: Francis M Bates dies

1938: Anna Bates dies

28 May 1941: Eugene Bates (son of FM and Anna Bates) as administrator of Anna Bates (estate)

02 June 1941: Anna Bates (estate) to Eugene Bates

11 Jan 1944: Eugene Bates to Harvey A and Wilhelmina Helsel (Husband and wife JT)

06 April 1956: Harvey A Helsel (estate) to Ashton Helsel (son of Harvey A and Wilhelmina)

31 Jul 1968: Ashton and Bessie Helsel to Nestor and Helen Prychun (Husband and Wife JT)

01 Jul 1976: Nestor and Helen Prychun to Paul M and Andrine Sue Wibier (husband and wife JT)

20 Jun 1977: Paul M and Andrine Sue Wibier to Edward R and Suzanne A Pashote (husband and wife JT)

22 Aug 1980: Edward R and Suzanne A Pashote to Suzanne Pashote (sole property)

10 Dec 1982: Suzanne Pashote, now known and Suzanne A Peixoto

17 Feb 1984: Suzanne A Peixoto to Department of Veterans Affairs of the State of California

06 July 1984: Department of Veterans Affairs of the State of California to Brian Vann (agreement of sale)

28 June 1993: Department of Veterans Affairs of the State of California to Brian R and Carol A Vann

13 October 2013: Interspousal Transfer Brian R Vann to Carol A Vann

11 April 2014: Carol A Vann to Michael V Cipriano (current owner)

**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 Owner's Name] (hereinafter referred to as "the OWNER").

Recitals

1. WHEREAS, the OWNER possesses and owns 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 OWNER 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 OWNER 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 OWNER, 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 OWNER agrees 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 OWNER 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.

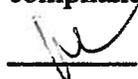
d. If a code enforcement action has been instituted by the CITY, the CITY may request, and the OWNER shall submit within thirty (30) days, documentation of expenditures incurred and work performed by the OWNER within the last 24 months to accomplish items from the list of scheduled improvements for the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

the PROPERTY, rather than contracting with a third-party, the value of his/her labor shall be calculated at the market rate for such work performed. The OWNER 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 OWNER'S 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. OWNER 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 OWNER is in compliance with this Agreement.

 OWNER'S INITIALS

3. Inspections. The OWNER agrees 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 OWNER'S compliance with this Agreement.

 OWNER'S 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 OWNER desires not to renew this Agreement, that party shall serve a written notice of nonrenewal on the other party. If the OWNER elects 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 OWNER at least sixty (60) days prior to the RENEWAL DATE, otherwise one (1) additional year shall

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 OWNER 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 OWNER, the City shall give written notice to the OWNER by registered or certified mail. If such violation is not corrected to the reasonable satisfaction of CITY within thirty (30) calendar 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 OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER 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. OWNER 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 OWNER, their agents or invitees;
- c. the condition of the PROPERTY;
- d. any construction or other work undertaken by the OWNER 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 OWNER 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 OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

 OWNER'S 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

OWNER: [Insert Owner's Name & Mailing Address]

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 OWNER or an agent of the OWNER 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 OWNER have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Dated: _____

By: _____
Mayor

Dated: _____

By: _____
City Clerk

OWNER

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 16-0003

Project Location - specific: Addressed as 444 East 6th Avenue (APN 233-282-0800), located on the north side of East 6th Avenue between South Ivy Street and South Hickory Street.

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

Description of Project:

To approve a Mills Act contract for the 0.16-acre subject property which is already on the City's Local Register of Historic Places 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 Person or Agency Carrying Out Project:

Name: Michael Cipriano
Address: 444 East 6th Avenue, Escondido, CA 92025

Telephone: (858) 623-9875

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

July 26, 2016
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant