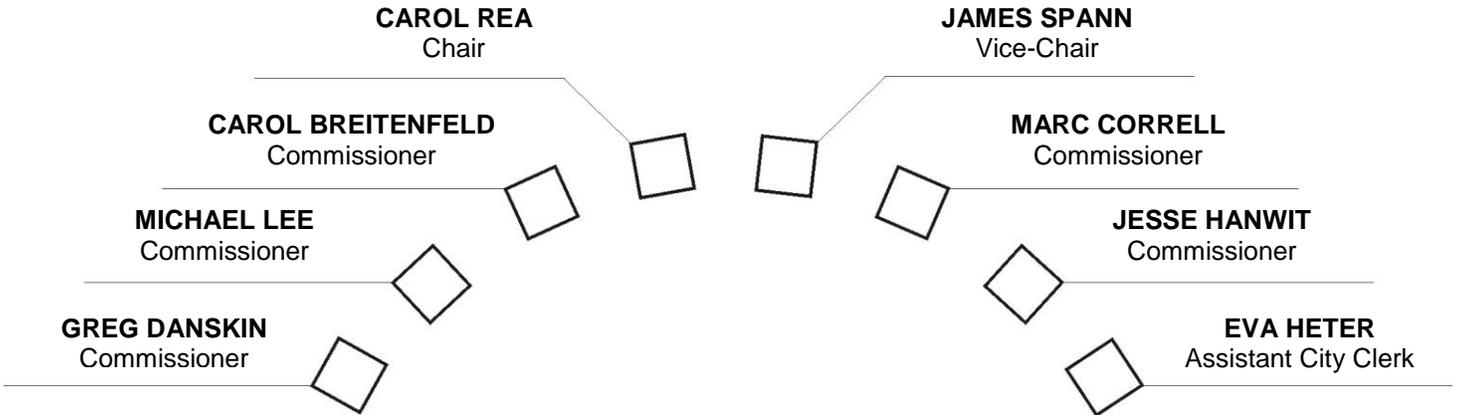


# CITY OF ESCONDIDO

## Historic Preservation Commission and Staff Seating



### AGENDA

#### HISTORIC PRESERVATION COMMISSION

201 N. Broadway  
City Hall Council Chambers

3:00 p.m.

October 4, 2016

- A. CALL TO ORDER
- B. FLAG SALUTE
- C. ROLL CALL
- D. REVIEW OF MINUTES: [August 2, 2016](#)

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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:**

**1. LOCAL REGISTER & MILLS ACT – Case No. HP 16-0007:**

REQUEST: Local Register Listing and Mills Act Contract for Residence in the OEN

ZONING/LOCATION: R-1-6 / 1106 South Juniper Street

APPLICANTS: David Reynolds & Cindy Hollins

STAFF: Paul

STAFF RECOMMENDATION: Approval

**2. LOCAL REGISTER & MILLS ACT – Case No. HP 16-0006:**

REQUEST: Local Register Listing and Mills Act Contract for Residence in the OEN

ZONING/LOCATION: R-1-6 / 440 East 7<sup>th</sup> Avenue

APPLICANT: Jodi Ostrom

STAFF: Paul

STAFF RECOMMENDATION: Approval

**3. LOCAL REGISTER & MILLS ACT – Case No. HP 16-0005:**

REQUEST: Local Register Listing and Mills Act Contract for Residence in the OEN

ZONING/LOCATION: R-1-6 / 535 East 9<sup>th</sup> Avenue

APPLICANT: Kristen Sepich

STAFF: Paul

STAFF RECOMMENDATION: Approval

**H. CURRENT BUSINESS:**

**1. MILLS ACT – Case No. HP 16-0009:**

REQUEST: Mills Act for Local Register Residence

ZONING/LOCATION: R-1-10 / 178 Howell Heights

APPLICANT: Grecia Gonzales

STAFF: Paul

STAFF RECOMMENDATION: Approval

**2. DESIGN REVIEW – Case No. ADM 16-0138:**

REQUEST: Demolish Existing Historic Survey Residence in Order to Construct Apartments

ZONING/LOCATION: Creekside Neighborhood District / 350 North Juniper

APPLICANT: Larry Pappas for Armin Perham & Peggy Khayamian

STAFF: Paul

STAFF RECOMMENDATION: Design & Resubmit

3. DESIGN REVIEW – Case No. ADM 16-0126:

REQUEST: Proposed Second Dwelling Unit Attached to Historic Survey Residence

ZONING/LOCATION: R-1-12 / 1661 Felicita Lane

APPLICANT: David Haltunen for Laura Fruzyna

STAFF: Paul

STAFF RECOMMENDATION: Approval

4. DESIGN REVIEW – Case No. ADM 16-0107:

REQUEST: Review Revisions to Proposed Room Additions for OEN Residence

ZONING/LOCATION: R-1-6 / 740 Beacon Place

APPLICANT: David Williams

STAFF: Paul

STAFF RECOMMENDATION: Approval

5. PROPOSED ZONING CODE AMENDMENT – Case No. AZ16-0006

Request comments on draft citywide code amendment including changing the review authority for 2<sup>nd</sup> Dwelling Units in the OEN historic district to an administrative application with HPC design review, and changing requests for Local Register Listing to an administrative HPC current business item.

STAFF: Rozanne

STAFF RECOMMENDATION: Approval.

6. PROPOSED BOUNDARY CHANGE BETWEEN THE OEN HISTORIC DISTRICT AND THE DRAFT SOUTH CENTER CITY AREA PLAN

Request preliminary comments on the proposed adjustments to the district boundaries to coordinate with existing zoning and the boundaries of the future area plan. STAFF: Rozanne

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

REQUEST: Staff

8. AD HOC WORK GROUP REPORT ON MILLS ACT PROPERTIES (Breitenfeld, Rea, Spann)

REQUEST: Staff

9. DISCUSSION REGARDING CHANGING HPC MEETING DAYS TO THE THIRD THURSDAY OF EVERY OTHER MONTH

**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 DECEMBER 6, 2016**

**CITY OF ESCONDIDO**

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

**August 2, 2016**

The regular meeting of the Historic Preservation Commission was called to order at 3:05 p.m. by Chair Rea in City Hall's Mitchell Room, 201 North Broadway, Escondido, California.

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

**Commissioners absent:** Commissioner Lee, Commissioner Correll and Commissioner Breitenfeld.

**Staff present:** Rozanne Cherry, Principal Planner and Paul Bingham, Assistant Planner II.

**MINUTES:** Moved by Vice-chair Spann, seconded by Commissioner Danskin, to approve the minutes from the June 7, 2016, meeting. Motion carried unanimously. (4-0)

**WRITTEN COMMUNICATIONS:** None.

**ORAL COMMUNICATIONS:** None.

**PUBLIC HEARINGS:** None.

**CURRENT BUSINESS:**

1. **MILLS ACT – Case No. HP 16-0003:**

REQUEST: Mills Act for Local Register Residence in the OEN.

ZONING/LOCATION: R-1-6 / 444 East 6<sup>th</sup> Avenue

APPLICANT: Michael Cipriano

Chair Rea recused herself due to the proximity of her property to this location.

Paul Bingham, Assistant Planner II, referenced the staff report and provided a description of the 1895 subject residence with its dormers that pierce through the eaves. This was a design feature unique to Escondido, suggesting likely construction by noted local builder A.J. Pomeroy. While the property is already on the Local Register, the owner, Mike Cipriano, did provide a complete chain of title showing that the house was owned by various prominent Escondido citizens, including E. M. Churchill who served as City Marshall until 1906.

The Commission then reviewed the Mills Act contract's proposed List of Improvements. Several repairs involving the foundation and termite and dry rot damage had already been completed. The remaining items included reroofing, repainting, post and pier repairs, restoration of the front porch and upgrading the existing electrical system.

Staff recommended approval of the Mills Act request.

Commissioner Hanwit asked if the current porch floor was concrete or wood. Staff did not recall, but noted that a previous owner had installed the inappropriate floor and this would be removed and the original restored with all new materials.

Vice-chair Spann suggested that items numbered 2 and 3 were essentially the same projects as were items numbered 10 and 11. He asked that an item be added to the list to replace the front door with something period appropriate.

Commissioner Hanwit asked if all of the current windows were wood-framed. She stated that due to the existing screens, it was hard to discern which were not wood, but if there were any, they should be changed to wood-framed windows. Commissioner Danskin concurred.

Commissioner Danskin clarified that the City's Mills Act process does not require an applicant to complete a property's historical construction background. He believes it would be helpful if the process included discovery of a structure's previous changes. Staff noted that documentation of an older property's construction history is not always available, but obtaining a copy of the Assessor's Building Record is always requested by staff. In addition, staff insures the HPC agenda is mailed out ahead of time to give commissioners time to visit each project site.

Vice-chair Spann stated that the Mills Act's purpose was two-fold, with the property improvements benefitting the City's preservation efforts through increased property values, and benefitting the owner through reduced property taxes.

**ACTION:**

Moved by Commissioner Danskin, seconded by Commissioner Hanwit, to approve the Mills Act request with the condition that the attached List of Improvements be amended to include replacement of the front door with one that is period-appropriate and any existing non-wood framed windows with period-appropriate wood framed replacements. Vote: 3-0-1 (Chair Rea abstaining.)

**2. DESIGN REVIEW – Case No. ADM 16-0107:**

REQUEST: Proposed Room Additions to OEN Residence

ZONING/ LOCATION: R-1-6 / 740 Beacon Place

APPLICANT: David Williams

Paul Bingham, Assistant Planner II, referenced the architectural drawings and provided a description of the proposal and what is known of the subject property's background history. No building permits are on file with the City prior to 1964. The applicant, David Williams, in his research found that the house was moved to the site in 1955, but no previous address or other information was available as to the house's origin or original date of construction. The current residence is 1200 SF in size, with a ground floor, a substandard height attic and an attached single-bay garage which in the distant past was converted to living space, as was the main house's rear sunroom.

Staff explained that the current residence is not on the Local Register, is not found in the City's Historic Survey and is surrounded by much larger homes, including a legal non-conforming duplex to the east. The present request is to add a total of 500 SF of living space by expanding the rear of the attic to create a new loft and adding a small laundry room in front of the existing converted garage.

Staff stated that the overall height of the main house would be a little taller, but the original footprint would only expand slightly. The proposal does not trigger any zoning issues and Staff recommended approval.

Vice-chair Spann clarified with the owner that the siding on all additions would match the existing and that all new windows would be wood framed. Owner David Williams answered in the affirmative.

Commissioner Danskin confirmed that the project architect was not at the meeting and questioned the awkward transition between the house and the old sunroom addition. He discussed the placement of windows, doors at the proposed pantry and the laundry room configuration. Commissioner Danskin observed that the existing residence is not symmetrical, with the center off a bit, and noted that the design of the additions continues this non-symmetrical theme.

Vice-chair Spann stated that he supported the project and believed this was a better design allowing better use of the house.

Chair Rea stated that the online view of the front of the house seemed narrower than what was depicted in the drawings. She asserted that the proposed second floor addition overshadowed the existing dormer, changing the silhouette too much. She suggested the second floor expansion should be narrowed.

Vice-chair Spann did not find the proposed upper floor addition objectionable.

Commissioner Hanwit agreed with Chair Rea that the additions proposed would change the house too drastically.

Commissioner Danskin clarified with the owner that the second floor windows and trim treatments would match the existing. He suggested the window pair shown above the stair landing was awkward and should be changed. He complemented the detail of the separated windows on the rear of the upper story. However, after studying the plans in more detail, he stated that the proposed second floor may not work structurally if it was narrowed. The owner clarified that the current tread width of the stairs leading to the proposed loft did not meet Code, so lengthening them also necessitated widening the second floor.

Commissioner Danskin appreciated the gesture to preserve the look of the existing house from the front by retaining the attic dormer. He believed the proposed design was not changing the look too much, but instead struck a good balance as long as the details carried around the entire house.

Chair Rea added that the existing house may be eligible for Local Register status and a Mills Act, but may not if altered as proposed.

**ACTION:**

Moved by Vice-chair Spann, seconded by Commissioner Danskin, to approve staff's recommendation with the added conditions that the siding and wood framed windows match the existing structure. Ayes: Danskin and Spann. Noes: Rea and Hanwit (2-2-0) MOTION FAILED.

Chair Rea suggested the applicant return with more detail and photos of the existing house. Commissioner Hanwit stated that the large second floor addition was out of scale with the existing house and suggested it be reduced. Chair Rea questioned the need for a TV room upstairs and concurred that the second floor should be reduced.

Commissioner Danskin stated that the existing house has a one and one half story feel. The proposal is for two stories and the massing is not very refined.

Chair Rea believes the proportions and scale of the proposal are overpowering and asked that the silhouette of the addition be changed so as not to interfere with the loft's dormer. Commissioner Hanwit concurred, saying that the addition seems too obvious.

The owner stated that a previous addition almost doubled the original floor area, bringing the current structure to 1200 SF, the present proposal would not adversely affect the original house.

Vice-chair Spann stated that this property would likely not qualify for Local Register status due to its previous additions and that Beacon Place is a substandard dead end street, so the houses on it are not highly visible. He was in favor of approving the present design.

Commissioner Danskin suggested that the applicant explore pushing the front wall of the second floor back further, exposing more of the existing loft dormer and perhaps shortening the closet or redesigning the stairs. He also believed returning with a 3-D drawing would be very helpful.

**ACTION:**

Moved by Commissioner Danskin, seconded by Vice-chair Spann to Revise and Resubmit, exploring the idea of moving the front wall of the second floor addition back, coordinating the new exterior fenestration with the original house and bringing photos of all four sides of the existing house and a 3-D computer rendering/simulation of the revised design. Vote was unanimous. (4-0)

**3. DESIGN REVIEW – Case No. ADM 16-0084:**

REQUEST: Proposed Rear Patio Cover Addition to OEN Residence

ZONING/LOCATION: R-1-6 / 530 East 8<sup>th</sup> Avenue

APPLICANT: Alberto Nunez

Paul Bingham, Assistant Planner II, provided a description and the background history for the subject property, noting that while it is in the Old Escondido neighborhood, it was built in 1954 and is not on the City's Local Register nor included in its historic survey. Referring to photos, he also clarified that the house had been altered with the loss of the garage door and original windows. An Assessor's record shows the house had a 200 SF rear "atrium," but the applicant was requesting replacing it with an 860 SF solid patio cover which would span the entire width of the rear of the house.

The proposed structure would meet the setbacks of the zoning, would not be highly visible and the owner was willing to paint it the same colors to match the house. With that condition, Staff was recommending approval.

Commissioner Danskin stated that the project could not use standard composition shingles because the roof pitch is too shallow. Rolled or built-up roofing would be the alternatives. Discussion ensued regarding wind loads and how the patio roof would be attached to the house. Chair Rea suggested a freestanding patio cover to preserve the eaves of the house.

**ACTION:**

Moved by Vice-chair Spann, seconded by Chair Rea, to approve staff's recommendation with the condition that the existing structure's rafter tails be preserved and the patio cover roof be tied into them. Motion carried unanimously. (4-0)

**(NOTE: the next item was taken out of order.)**

**5. DESIGN REVIEW – Case No. ADM 16-0106:**

REQUEST: Proposed 2nd Floor Addition above OEN Residence Garage

ZONING/LOCATION: R-1-6 / 547 East 6<sup>th</sup> Avenue

APPLICANT: Tod Martin

Vice-chair Spann recused himself due to the proximity of his property to this location.

Paul Bingham, Assistant Planner II, showed the proposed plans and elevations and also photos of the existing residence. He described the project to add 180 SF by extending the north wall of the recreation room over the garage out nine feet and connecting the room with the hallway of the main house. The deck over the garage would become smaller, but not be eliminated.

The proposed structure would meet the setbacks of the zoning and the addition would not be highly visible. Staff was recommending approval.

Commissioner Danskin clarified that the existing recreation room windows facing the street would be moved to the front of the addition and a new door at the connection point of the hallway would be added.

**ACTION:**

Moved by Chair Rea, seconded by Commissioner Hanwit, to approve staff's recommendation. Motion carried 3-0-1. (Vice chair Spann abstaining.)

**4. DESIGN REVIEW – Case No. ADM 16-0100:**

REQUEST: Proposed Front Porch Changes and Rear Carport Addition at OEN Residence

ZONING/LOCATION: R-1-6 / 447 East 6<sup>th</sup> Avenue

APPLICANT: John Heckel, Architect

Chair Rea recused herself due to the proximity of her property to this location.

Paul Bingham, Assistant Planner II, noted that this property had been approved earlier this year for Local Register listing and a Mills Act contract. Referring to plans and photos, he described the proposal to add a single bay carport and

remodel the existing single bay garage off the alley and to replace the add-on front porch on the main house with one more appropriate to its Italianate period. The various additional minor elements proposed, like eave corbels, window shutters, transom details, a roof peak widow's walk and yard fencing were also described. Staff Design Review recommended approval of the project, but believed it should be simplified by reducing the number and scope of new "gingerbread" elements.

Commissioner Hanwit was concerned the proposed shutters were inappropriate to a house of this size, adding that oft times "less is more". Vice-chair Spann believed the fence as proposed was too large and ornate and questioned the existing trellis elements. Staff clarified that the existing front trellises were evidently non-historic add-ons and that these would be removed and that the proposed porch would be all new construction.

Commissioner Danskin said the additional front window "transom" panel details, shutters, and eave corbels made the design too busy and should be removed. He observed that the front door was not centered on the windows and affected the porch dimensions. He suggested making the proposed porch slightly wider and placing the porch posts relative to the windows, not on the front door. Staff clarified with him that he believed the proposed base detail on the porch posts, the replacement siding and garage door were fine.

Vice-chair Spann believed the front wrought iron fence should be simplified and that the proposed widow's walk was too tall. Commissioner Danskin concurred, saying that the widow's walk with so many pickets would appear solid. He suggested removing half the pickets from both the fence and widow's walk and reducing the widow's walk height by half so it was in more appropriate proportions.

**ACTION:**

Moved by Commissioner Danskin, seconded by Vice-chair Spann, to approve staff's recommendation with the condition that the applicant work with Staff to simplify the design per the Commission's discussion. Motion carried 3-0-1. (Chair Rea abstaining.)

**6. WORK GROUP REPORT ON UPDATING THE CITY'S HISTORIC GUIDELINES**

Chair Rea referenced the printed Guidelines table of contents draft handout, stating that the new Guidelines would follow this outline. She stated her concern with no response from Commissioner Breitenfled. Commissioner Hanwit was appointed to work with the ad hoc group to assist in finishing the Guidelines.

Chair Rea also handed out Old Escondido information pamphlets as examples of chapter handouts for the new Guidelines. In addition, she suggested that Houston's historic preservation website, with its friendly banner format, was a good example of what we could implement in the future.

**7. AD HOC WORK GROUP REPORT ON MILLS ACT PROPERTIES**

Chair Rea noted that they were ready for a new set of visit request letters to be sent out. Staff will provide a new set for signature and mailout.

**ORAL COMMUNICATIONS** - None.

**COMMISSIONER COMMENTS:**

Commissioner Hanwit stated that she and Chair Rea would be attending the Office of Historic Preservation regional conference to be held in The City of Orange on August 5<sup>th</sup>.

**ADJOURNMENT:**

The meeting was adjourned at 5:20 pm. The next regular meeting was scheduled for October 4, 2016 at 3:00 p.m.

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Rozanne Cherry, Principal Planner

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Ty Paulson, Minutes Clerk

## HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.1  
Date: October 4, 2016

**TO:** Historic Preservation Commission

**FROM:** Paul Bingham, Assistant Planner II

**REQUESTS:** Residence addressed as 1106 South Juniper Street (case number HP16-0007)

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 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 current owner is requesting that the subject property be approved for Local Register listing.

The subject property at 1106 South Juniper Street (APN 233-580-4600) consists of .147 acre with a single story Craftsman residence with clapboard siding and a high gabled roof built circa 1927. The detached garage and large garden shed are also original. It is believed all of the structures were built for or by Earl & Lena Schnack. The Schnacks lived in the house for 40 years, enclosing the porch and adding an artist studio



entrance in the 1940's. Earl Schnack owned Escondido's first automotive garage which was located at 210 West Grand Avenue. Included in the City's 1990 Historic Survey, the historian at the time considered the house significant. 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.) Staff recommends doing the most vital, such as foundation, termite treatment and roof repairs first.

## **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, David Reynolds and Cindy Hollins, 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 residence was built circa 1927 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 one of several historic properties on the east side of South Juniper Street 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: 1106 South Juniper Street  
Property Owners: David Reynolds & Cindy Hollins

1. Repair roof damage and trim back large tree to prevent further damage from occurring.
2. Replace the front door with a period-appropriate door.
3. Install new entry railing consistent with this era.
4. Replace vinyl windows with period-appropriate food framed windows, sills and sashes.
5. Repair existing wood framed windows which no longer function properly.
6. Replace missing window shutters.
7. Paint exterior of house with historically appropriate colors.
8. Replace the home's aging electrical system.
9. Termite tent the structure and repair all termite damaged wood.
10. Replace cracked foundation in the rear which floods during heavy rains.
11. Repair/replace remaining original and aging plumbing.



**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.	<u>HP16-0007</u>
Date Submitted:	<u>8/17/16 (Notes)</u>
Project Planner:	<u>P.B.</u>
Fees:	<u>NA</u>
Receipt No.:	<u>NA</u>
<input type="checkbox"/> Incomplete	_____ Date of Notice
<input type="checkbox"/> Complete	_____ Date

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

**APPLICANT/CONTACT PERSON**

Name (Print): Cindy Hollins  
 Address: 339 merrywood Lane  
 City, State, Zip: Escondido, CA 92025  
 Phone: 760-300-5304  
 Fax: \_\_\_\_\_  
 E-mail: propprofiler@yahoo.com  
 Signature: *C. Hollins*

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

Name (Print): David Reynold / Cindy Hollins  
 Address: 339 Merrywood Lane  
 City, State, Zip: Escondido, CA 92025  
 Phone: 760-300-5304  
 Fax: \_\_\_\_\_  
 E-mail: propprofiler@yahoo.com  
 Signature: *D. Reynold*  
 (authorizing applicant to submit application)

**SITE INFORMATION**

Property Address: 1106 South Juniper Street  
 Assessor's Parcel Number: 233-580-46  
 Historic Name: \_\_\_\_\_

**LANDMARK/LOCAL REGISTER INFORMATION**

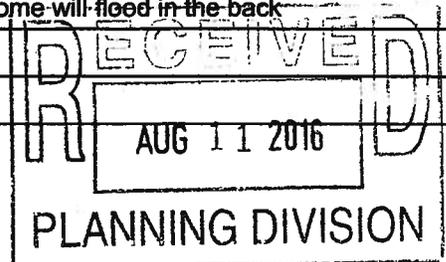
Historic Designation:  
 Local     State     National  
 Date of Designation: \_\_\_\_\_  
 Local Register Listing:     Yes     No  
 Date of Listing: \_\_\_\_\_

**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**

- Painting of the exterior of the entire home in hues consistent with Historic Homes
- Install new entry railing consistent with Historic Homes
- Replace the electrical in the home as it is original electircal
- Termite the home, termite damage is evident and was not termited after last sale of home
- Replace cracking foundation and concrete in back as when heavy rains occur home will flood in the back
- Replace original and almost original or any faulty plumbing
- Repair several existing windows as they are rotted and in need of restoration



**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: D. Royal C. Hall 08/11/2016 Date: 7-18-16

**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: D. Royal C. Hall 08/11/2016 Date: 7-18-16

**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: \_\_\_\_\_



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

FOR INTERNAL USE ONLY	
Case No.:	HP116-0007
Date Received:	8-17-16
Received By:	Paul Bingham
Fees Received:	_____
Date Approved:	_____
Application:	<input type="checkbox"/> Incomplete
	<input type="checkbox"/> Complete

**ESCONDIDO HISTORIC DESIGNATION APPLICATION**

(Check one)  Historic Landmark  Local Register

Applicant: David Reynold / Cindy Hollins  
 Address: 339 Merrywood Lane  
 City/State/Zip: Escondido, CA 92025  
 Phone No.: (H) 760-412-0245 (W) \_\_\_\_\_

Present Property Owner: David Reynold / Cindy Hollins  
 Address: 339 Merrywood Lane  
 City/State/Zip: Escondido, CA 92025  
 Phone No.: (H) 760-412-0245 (W) \_\_\_\_\_

Address of Site/Structure: 1106 South Juniper Street  
 Assessor Parcel No.: 233-580-46

Present Land Use: Single Family Home  
 General Plan Designation: \_\_\_\_\_  
 Tier/Neighborhood: \_\_\_\_\_

Common Name/  
 Historic Name: \_\_\_\_\_  
 Archtural Style: Craftsman

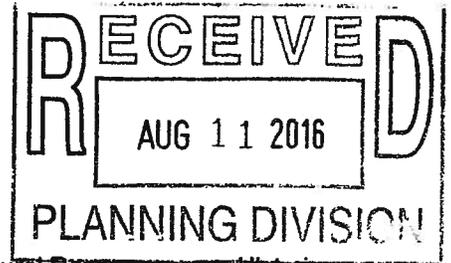
Zoning: Residential  
 Related Case File: \_\_\_\_\_

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)



D. Reynold 8-11-16  
 Applicant Signature (Date)  
C. Hollins 08/11/2016

D. Reynold 8-11-16  
 Property Owner Signature (Date)  
C. Hollins 08/11/2016

1. High gabled single story home. double hung wood sash windows. Craftsman style home.

Has original kitchen, garden shed and garage. Home runs North to South

Home is considered/rated significant

2. Home has an artist studio entrance added in the 1940's. Skylights have been added and there are

front vinyl windows that were replace in the 1970s.

3. Structural damage could occur is heavy rains hit due to the concrete in the back that does not drain and floods

Termite damage, house needs to be termited

The electical is original and needs to be updated/replaced

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: Parcel Number 233-580-46

\*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 1106 South Juniper Street 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) \_\_\_\_\_

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

A single family clapboard craftsman style home. Home has high gabled roof.  
Listed as significant on the City of Escondido Historic Resources Inventory.  
High Gabled ceilings, clapboard, has original kitchen. Home runs North to South, Original windows with sashes.  
Home has the  
Also has an original garden shed and garage.

\*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 view from street  
Photo date August 2016

\*P6. Date Constructed/Age and Source:  
 Historic  Prehistoric  Both  
constructed in 1925

\*P7. Owner and Address: David Reynold  
Cindy Hollins, 339 Merrywood Lane  
Escondido, CA 92025

\*P8. Recorded by:  
(Name, affiliation, and address)  
Cindy Hollins  
339 Merrywood Lane, Escondido CA 92025

\*P9. Date Recorded: 8/9/2016

\*P10. Survey Type: (Describe) Homeowners effort

\*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: \_\_\_\_\_

B3. Original Use: Single Family Dwelling

B4. Present Use: Single Family Dwelling

\*B5. Architectural Style: Craftsman Clapboard with Gabled Roof

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

Aluminum slider windows 2009 (on front window facing street)

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

\*B8. Related Features:

Original Garage and Garden Shed

B9a. Architect: \_\_\_\_\_ b. Builder: \_\_\_\_\_

\*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) \_\_\_\_\_

\*B12. References:

B13. Remarks:

\*B14. Evaluator:

\*Date of Evaluation: \_\_\_\_\_

(This space reserved for official comments)

Sketch Map with north arrow required.

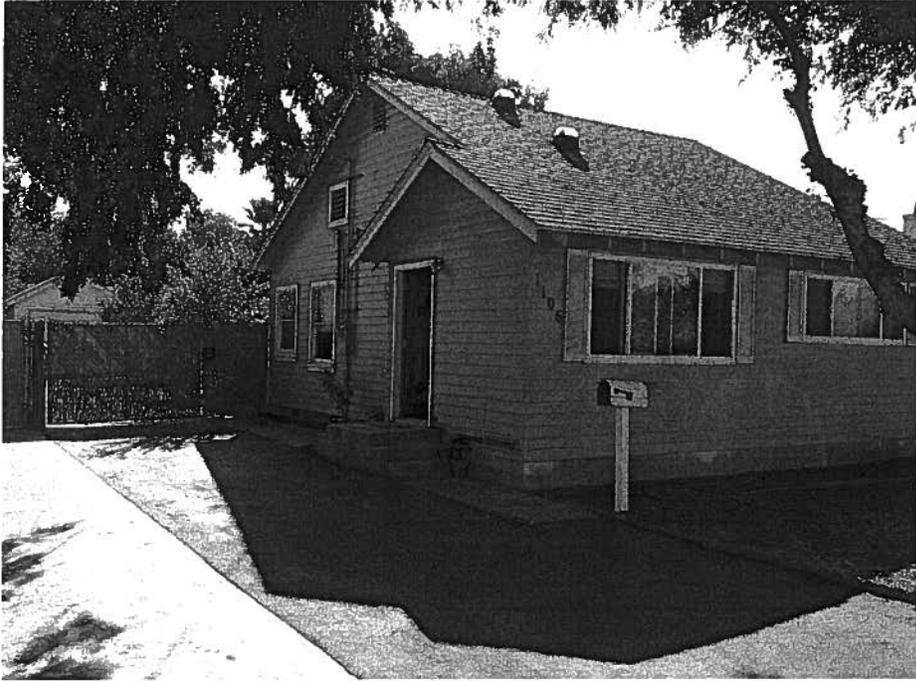
State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
CONTINUATION SHEET

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

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

Recorded by: \_\_\_\_\_ Date: \_\_\_\_\_

Continuation       Update





City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

1. Historic Name

2. Common or Current Name

3. Number & Street 1106 South Juniper Street

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

B

C

D

5. Quad map No.

Parcel No. 233-580-46

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 high gabled roof of this single-story clapboard house runs side to side (north to south) and has exposed beam ends along the front facade. A clapboard addition has been placed on the front. Two aluminum windows face the front (west) and the door is on the north side. Double-hung wood-sash windows are used throughout the rest of the house. A shed-style board and batten addition on the back is not visible from the street.

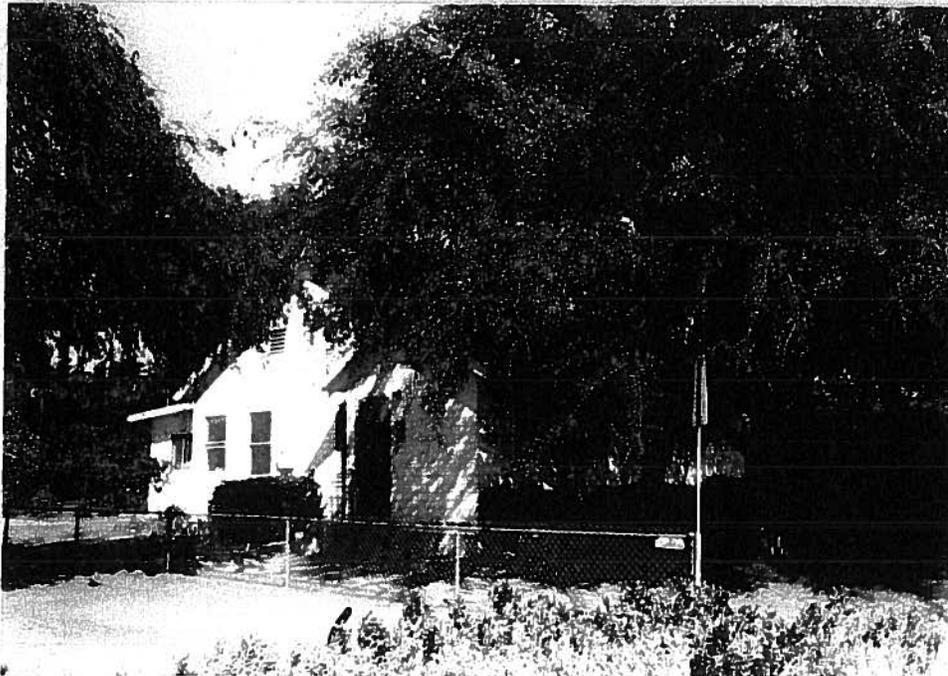
The architectural style is: Craftsman - Altered

The condition is: good

The related features are: clapboard garage in back

The surroundings are: residential; densely built-up

The boundaries are:



8. Planning Agency

City of Escondido

9. Owner and Address

Naomi G. Rummel

sane

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

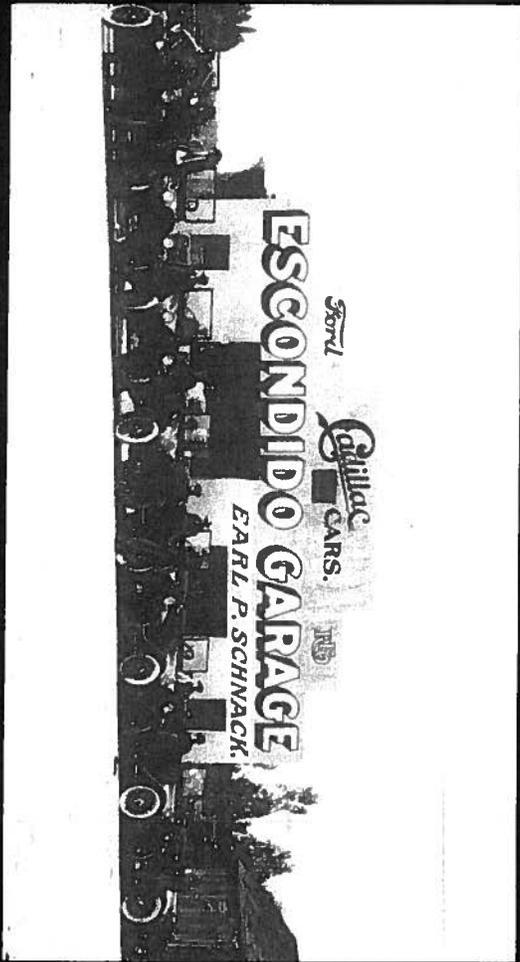
## HISTORICAL INFORMATION

14. **Construction Date(s)** c1925                      **Original location** unknown                      **Date moved**
15. **Alterations & date** front porch enclosed
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





**Chain of Title for 1106 South Juniper Street**

**Escondido, CA 92025**

**Original Owner**

**Elias Rafferty**

**1925**

**Elias Rafferty to A.L. Hubbard**

**1927**

**A.L. Hubbell to Earl and Lena Schnack**

**A.L. Hubbell was an Attorney and City Judge**

**Earl Schnack owned the first Ford Dealership and Garage on 210 W. Grand Avenue**

**1967 (October 17<sup>th</sup>)**

**From Earl and Lena Schmack to Naomi Rummel**

**Naomi Rummel was a secretary at Juniper School**

**1989 (9/26/1989)**

**From Naomi Rummel to Lavanda Watson**

**2006 (May 19)**

**From Lavanda Watson to Angelina Ocampo**

**2009 (May 14)**

**From Angelina Ocampo to John Koster, David Cook, Elaine Cook**

**2016 (May 31)**

**From John Koster, John and Elaine Cook to David Reynold and Cynthia Hollins**

**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:

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.

DR CA 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.

DPC OWNER'S INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1<sup>st</sup> 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 (10<sup>th</sup>) 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

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

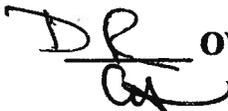
Agreement. The parties recognize and agree that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to the OWNER as a result of assessed value of the PROPERTY because of the restrictions this Agreement imposes 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) 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 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

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 OWNER of a notice of nonrenewal from the CITY, the OWNER 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 OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has 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 OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

AR G OWNER'S 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 OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER 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.

AR G OWNER'S INITIALS

11. No Compensation. The OWNER shall not receive any payment from the CITY in consideration for the obligations imposed under this

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 16-0007

**Project Location - specific:** Addressed as 1106 South Juniper Street (APN 233-580-4600), located on the east side of South Juniper Street between East 11<sup>th</sup> Avenue and Chestnut 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 0.147-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: David Reynolds & Cindy Hollins  
Address: 339 Merrywood Lane, Escondido, CA 92025

Telephone: (760) 300-5304

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

September 28, 2016  
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

**HISTORIC PRESERVATION  
COMMISSION**

**Agenda Item No.: G.2  
Date: October 4, 2016**

**TO:** Historic Preservation Commission  
**FROM:** Paul Bingham, Assistant Planner II  
**REQUESTS:** Residence addressed as 440 East 7<sup>th</sup> Avenue (case number HP16-0006)  
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 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 current owner is requesting that the subject property be approved for Local Register listing.

The subject property at 440 East 7<sup>th</sup> Avenue (APN 233-283-1100) consists of .094 acre with a single story residence built in 1906 by John and Laura Draper. Its original Queen Anne roof lines and fish scales are



still visible, but the house was modified by the owners years ago in order to have a more Craftsman appearance and a garage was built off the alley. John Draper, who was a wealthy, retired liveryman with a troubled past died in 1930. His wife Laura was a music teacher and lived in the house until 1941. After their deaths the house lost some of its charm through various alterations, including rear additions and being stuccoed. The residence is within the City's Old Escondido Neighborhood historic district and appears in the City's 1990 Historic Survey. Because of its later alterations, the historian only considered the house as a contributor. Patrick McCarthy, the property's owner in 2012, restored many of the residence's Craftsman elements and in 2015 the home was included on the annual Mother's Day Tour. 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, Jodi Ostrom, 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 residence was originally built as a Queen Anne cottage in 1906 and is currently 100 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 many historic properties in this block on the north side of East 7<sup>th</sup> 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: 440 East 7<sup>th</sup> Avenue  
Property Owner: Jodene May Ostrom

1. Replace all doors with vintage, period-appropriate doors.
2. Restore bathroom, repairing damage and replacing plumbing as needed.
3. Rebuild rear stairs off back deck.
4. Rehabilitate back deck by removing outdoor carpeting replace all deteriorated wood.
5. Replace windows with period-appropriate wood framed windows.
6. Install exterior lighting for added security.
7. Properly replace sidewalks around property.
8. Replace rear alley garage door.
9. Relandscape bare areas as appropriate.



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

FOR INTERNAL USE ONLY	
Case No.:	_____
Date Received:	_____
Received By:	_____
Fees Received:	_____
Date Approved:	_____
Application:	<input type="checkbox"/> Incomplete
	<input type="checkbox"/> Complete

**ESCONDIDO HISTORIC DESIGNATION APPLICATION**

(Check one)  Historic Landmark  Local Register

Applicant: Jodene May Ostrom  
 Address: 440 E. 7th Ave  
 City/State/Zip: Escondido, CA 92025  
 Phone No.: (H) 760-802-3380 (W) 760-802-3380

Present Property Owner: Jodene May Ostrom  
 Address: 440 E. 7th Ave  
 City/State/Zip: Escondido, CA 92025  
 Phone No.: (H) 760-802-3380 (W) 760-802-3380

Address of Site/Structure: 440 E. 7th Ave  
 Assessor Parcel No.: 233-283-11-00

Present Land Use: Residential  
 General Plan Designation: \_\_\_\_\_  
 Tier/Neighborhood: Old Escondido Historic District

Common Name/  
 Historic Name: Draper House  
 Archtural Style: Princess Ann / Craftsman elements

Zoning: \_\_\_\_\_  
 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)

\_\_\_\_\_  
 Applicant Signature (Date)

\_\_\_\_\_  
 Property Owner Signature (Date)

1. This residence is one of the oldest in the Old Escondido Historic District, which encompasses Escondido's oldest neighborhood. Original elements remain, such as fish scale shingles in the west and north gables and the remnant of a chimney on the rear of the home. Where the east bedroom was added on, the original roof and fish scales is visible in the attic above. The Draper House's greater significance lies in the compelling story of the first owner, John Draper. Draper was a wealthy, retired liveryman, but he was also very troubled. In 1907, he was committed to the Mona M. Monahan Sanitarium in Los Angeles by early Escondido physician, Dr. Bruce Crise. Draper repeatedly escaped from the facility in 1907 and 1908 which is chronicled in numerous newspaper articles (included). Draper claimed that Dr. Crise administered medicine to him "for the epurpose of drpriving him of his reason," in order to cheat him out of his property. The current owner lends significance of her own. Jodi is the great great granddaughter of John Leslie Clevenger, who built the first house in San Pasqual Valley in 1872. Trails/roads still bear the name of the pioneering Clevenger family.

2. Modifications reflect later homeowners' incorporation of trending styles and the influence of the Craftsman style, more respected and appreciated at the time. Room additions to rear and east side, slab front porch and porch roof in 1938 and 1970's. Vinyl multi-light windows in front and sliding windows around other sides added in approx 2008. Stucco and new siding added. Front door and porch trim added, fish scale shingles resembling original shingles in other gables added to east gable addition in 2012.

3. No known threats to site or structure.



**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**

Name (Print): Jodene May Ostrom  
 Address: 440 E. 7th Ave  
 City, State, Zip: Escondido, CA 92025  
 Phone: 760-802-3380  
 Fax: \_\_\_\_\_  
 E-mail: GOJODIO@YAHOO.COM  
 Signature: \_\_\_\_\_

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

Name (Print): Jodene May Ostrom  
 Address: 440 E. 7th Ave  
 City, State, Zip: Escondido, CA 92025  
 Phone: 760-802-3380  
 Fax: \_\_\_\_\_  
 E-mail: GOJODIO@YAHOO.COM  
 Signature: \_\_\_\_\_  
 (authorizing applicant to submit application)

**SITE INFORMATION**

Property Address: 440 E. 7th Ave  
 Assessor's Parcel Number: 233-283-11-00  
 Historic Name: Draper 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**

I am passionate in bringing this home back to it's original era! Here are a few things I plan on doing in the next 10 years:

1. Replace all doors (interior and exterior) with vintage, period appropriate doors.
2. Replace bath/shower surround in Master Bathroom with claw foot tub, as it originally had.
3. Rebuild stairs off back deck to be more proportionate and scaled.
4. Remove outdoor carpeting over back deck and replace any rotting boards.
5. Replace shower in 2nd bedroom.
6. Replace windows with period appropriate windows.
7. Install additional lighting around home and in yard.
8. Work with city to continue the sidewalk to the corner in front of my home.
9. Replace garage door.
10. Landscape the alley along fence.

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

Primary #  
 HRI #  
 Trinomial  
 NRHP Status Code

Other  
 Review Code

Reviewer

Date

Listings

Page 1 of 3 \*Resource Name or #: (Assigned by recorder) 440 E. 7<sup>th</sup> Ave., Escondido

P1. Other Identifier: Draper 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 440 E. 7<sup>th</sup> 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) Lot 10 Blk J Tr 722, APN 233-283-1100

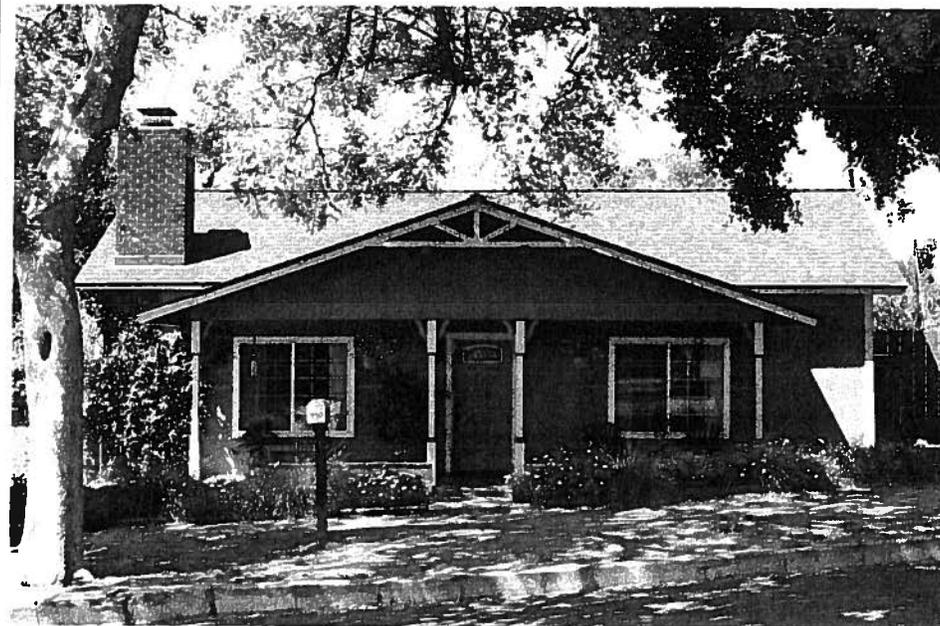
\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This single-story, 1166-square-foot house sits on a 4700-square-foot lot in the Old Escondido Historic District at the end of a block of historic homes of a variety of styles and eras, the oldest dating back to 1891. Built in 1906, this house was a small cottage with a cross-gable roof and fish-scale shingles in the gables. The structure is in very good condition but has experienced a number of modifications including additions and new stucco, siding, and windows over the years. The broad front porch now gives the structure a Craftsman-style feel.

\*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.)



None

P5b. Description of Photo: (view, date, accession#) Looking north at south-facing façade, March 2015

\*P6. Date Constructed/Age and Source:  Historic  Prehistoric  
Built in 1906, based on Sanborn maps, tax records, and title search data.

\*P7. Owner and Address:  
Jodene May Ostrom, 440 E. 7<sup>th</sup> Avenue, Escondido, CA 92025

\*P8. Recorded by: (Name, affiliation, and address) Jodene May Ostrom, owner, 440 E. 7<sup>th</sup> Avenue, Escondido, CA 92025

\*P9. Date Recorded: August 25, 2016

\*P10. Survey Type: (Describe)  
None

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

\*Attachments:  NONE  Location Map  Continuation Sheet  Building, Structure, and Object Record  
 Archaeological Record  District Record  Linear Feature Record  Milling Station Record  Rock Art Record  
 Artifact Record  Photograph Record  Other (List): \_\_\_\_\_

# BUILDING, STRUCTURE, AND OBJECT RECORD

Resource Name or # (Assigned by recorder) 5S1 440 E. 7th, Escondido \*NRHP Status Code     

Page 2 of 3

B1. Historic Name: Draper House  
B2. Common Name: Draper House  
B3. Original Use: Residential B4. Present Use: Residential

\*B5. Architectural Style: Princess Ann with Craftsman elements

\*B6. Construction History: (Construction date, alterations, and date of alterations)  
Constructed in 1906. Room additions to rear and east side, slab front porch and porch roof in 1938, 1970s, vinyl multi-light windows in front and sliders around other sides added approximately 2008. Stucco and new siding added. Front door and porch trim added, fish scale shingles resembling original shingles in other gables added to east gable in 2012.

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

\*B8. Related Features: None

B9a. Architect: unknown b. Builder: unknown

\*B10. Significance: Theme Residential architecture Area Old Escondido Historic District  
Period of Significance 1888-1940 Property Type Early residence Applicable Criteria 5S1

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) This residence is one of the oldest in the Old Escondido Historic District, which encompasses Escondido's oldest neighborhood. While heavily modified, some elements remain, including fish scale shingles in the west and north gables plus the remnant of a chimney on the rear of the building. Where the east bedroom was added on, the original roof is visible in the attic above. Modifications reflect later homeowners' incorporation of trending styles and the influence of the Craftsman style, more respected and appreciated at the time.

The Draper House's greater significance lies in the compelling story of the first owner, John Draper. Draper was a wealthy, retired liveryman, but he was also very troubled. In 1907, he was committed to the Mona M. Monahan Sanitarium in Los Angeles by early Escondido physician, Dr. Bruce Crise. Draper repeatedly escaped from the facility in 1907 and 1908 and the escapes were dramatically reported in newspapers around the state of California. Draper claimed that Dr. Crise administered medicine to him "for the purpose of depriving him of his reason," in order to cheat him out of his property. Draper ultimately was declared competent to look after his own affairs in 1908. Draper died in 1930. Laura, his wife, was a local music teacher with many accomplished musicians in the community under her tutelage. She resided at the house until her death in 1941.

The current owner of the house lends significance of her own. Jodi Ostrom is the great granddaughter of John Leslie Clevenger, who built the first house in the San Pasqual Valley, near Escondido, in 1872. Trails and roads in the San Pasqual Valley continue to bear the name of the pioneering Clevenger family.

B11. Additional Resource Attributes: (List attributes and codes) None

\*B12. References: Los Angeles Herald, p. 5, November 28, 1907; Los Angeles Herald, p. 3, January 29, 1908

B13. Remarks:

\*B14. Evaluator: Jodi Ostrom, Carol Rea  
\*Date of Evaluation: August 25, 2016

(This space reserved for official comments.)



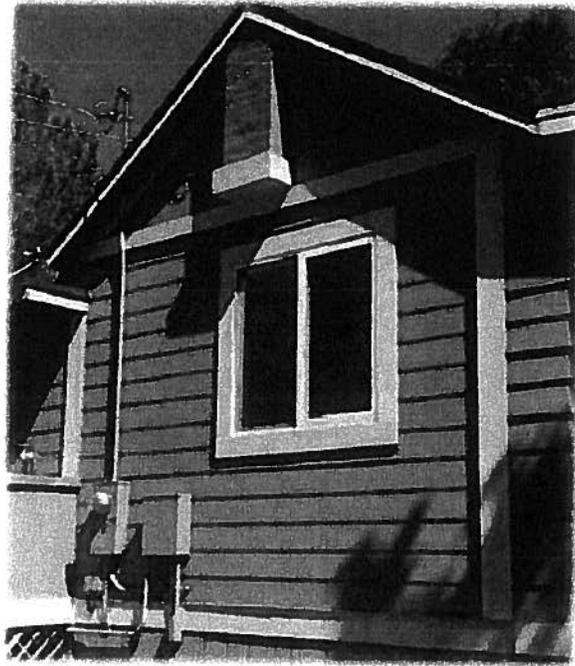
State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
CONTINUATION SHEET

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_

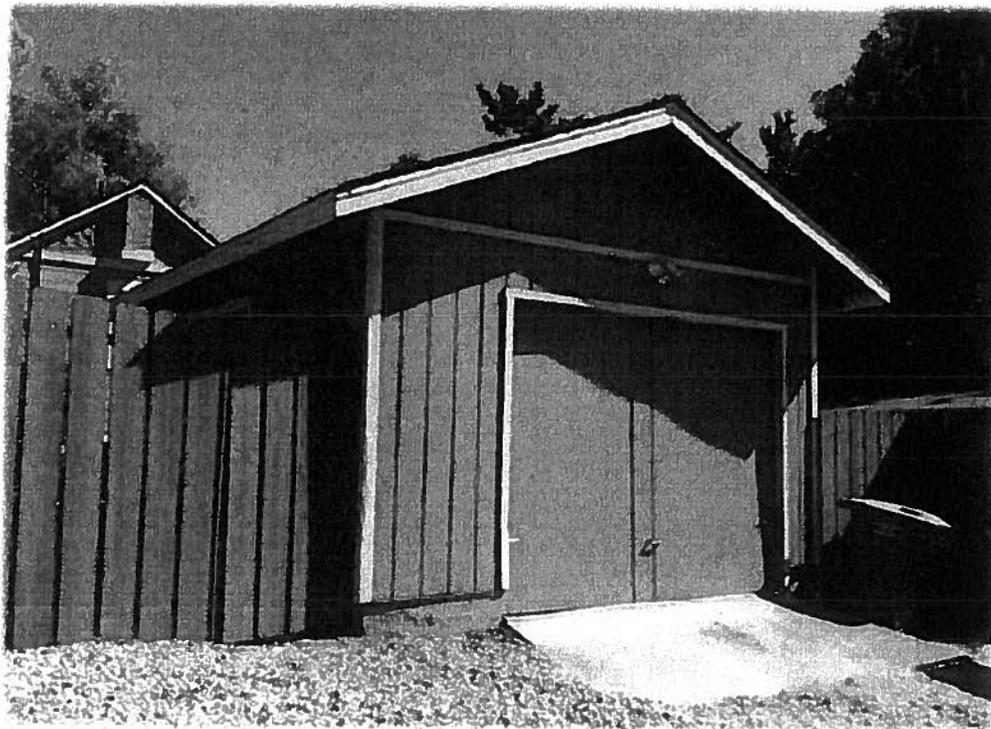
Page 3 of 3 \*Resource Name or #: (Assigned by recorder) \_\_\_\_\_

Recorded by: \_\_\_\_\_ Date: \_\_\_\_\_

Continuation       Update



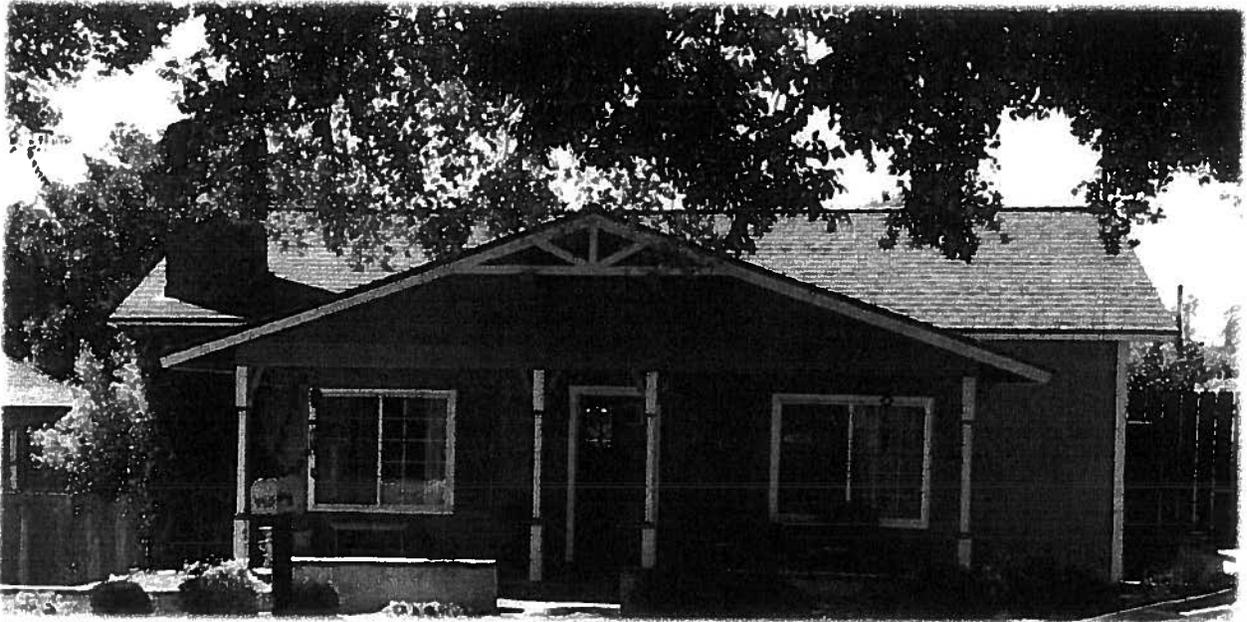
*Original Fish scales and remnant of original fireplace*



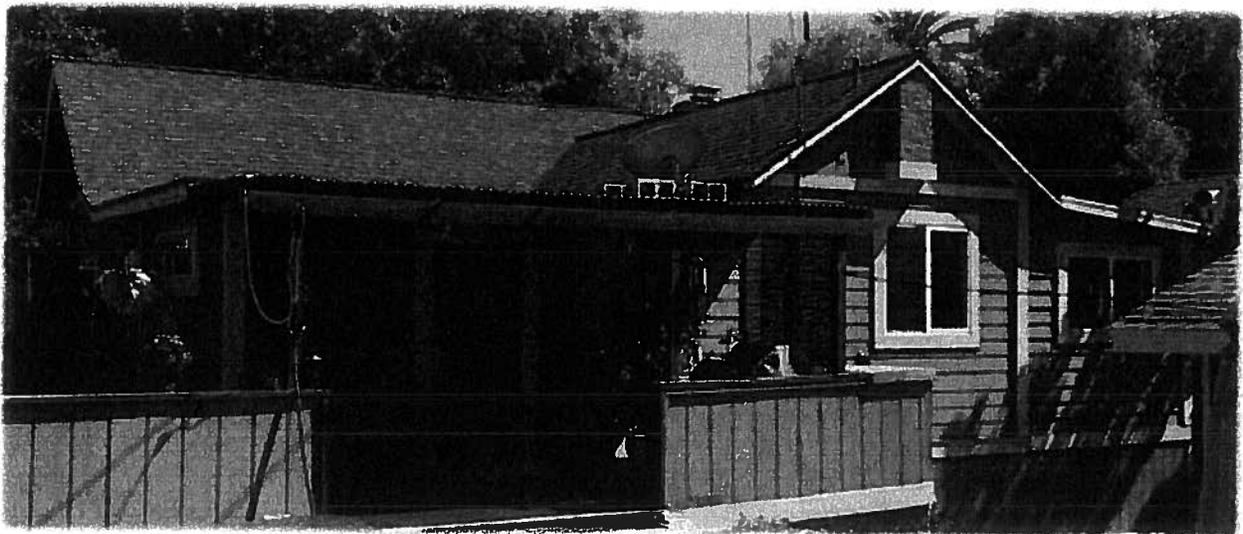
*Future Improvement: New garage door and landscape on alley*

# Draper House

440 E. 7<sup>th</sup> Ave  
Old Escondido Historic District



*Front of home*



*Rear of home: New roof and insulation in 2015.*

1907 Sanborn

PR

pg 12

191



HIGH

HILL

100'

714

9

8<sup>TH</sup>

10

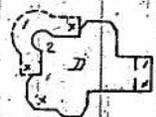
JUNIPER 12

352

HICKORY

MINNESOTA

307



33' TO 1 STY FR. OUT NO.

676

80'

80'

700

80'

80'

700

80'

712

109 108 107 106

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

6' W.P.

100 101 102 103 104 105 106

NO

EXPOS.

NO

EXPOS.

20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49

City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

1. Historic Name

2. Common or Current Name

3. Number & Street 440 E. Seventh Avenue

Ser.No.

Natl. Reg. Status

Local Designation

Local Ranking contributor

Cross-Corridor

City: Escondido Vicinity Only

Zip 92025 County: San Diego

4. UTM zone A E4932.90

B N36641.60

C Zone 11

D

5. Quad map No. Parcel No. 233-283-11

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 building was recorded only because it has one Queen Anne element remaining that shows that a Queen Anne cottage is actually underneath this single-story stuccoed house. The decorative shingles applied to the gable face on the north (back) of the house is the only remaining Victorian feature. A chimney (closed off) runs up the middle. The shingles are of round cut wood.

Newer garage.

The architectural style is: Altered Queen Anne

The condition is: good

The related features are: newer garage

The surroundings are: residential

The boundaries are:



8. Planning Agency  
City of Escondido

9. Owner and Address  
Virginia M. Sparks  
13939 Maxfield Rd.  
Jamul, CA 92035

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

## HISTORICAL INFORMATION

14. Construction Date(s) c1895                      Original location unknown                      Date moved
15. Alterations & date
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 house was included because of the remaining Queen Anne style gable. It illustrates that the original house is under the alterations.

## J. 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

# THE DRAPER HOUSE

The Draper house was built in 1906 by John and Laura Draper. The Drapers bought the lot from Jennie Lowe (a local teacher who owned most of the lots on the street) in 1903. The house has been modified over the years to more closely resemble the Craftsman style but original fish-scale shingles can be seen under the west gable and original roof lines can still be seen in the attic.

440 E.  
7th Ave.



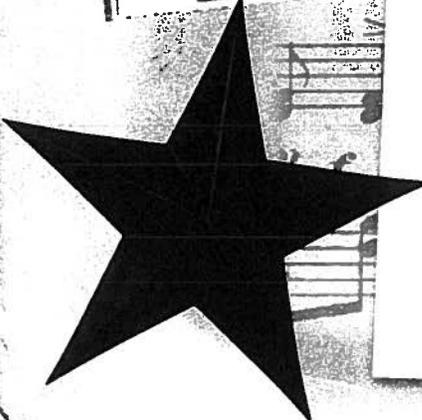
## SAYS DOCTOR GAVE POTION OF MADNESS

Startling Charges Are Made by A Former Ward Against Physician  
Avers Drugs to Make Him Crazy Were Mixed by His Guardian

**SPECIAL DISPATCH TO THE SAN DIEGO STAR** — **San Diego, April 10** — Charges against Dr. Bruce L. Crise, a prominent physician of Escondido, are contained in the petition to the superior court, in which John D. Draper seeks to have the doctor removed as his guardian during the period the petitioner was declared incompetent to be dissolved. Draper insists he discovered Dr. Crise's plot to make that a conspiracy was hatched up whereby he was to be deprived of his property; that he was prevented from appearing in person at the hearing for the appointment by force, and alleges that medicines were administered by Dr. Crise to deprive him of his reason, with a view of obtaining his property.

The petitioner also tells of his escape from a sanitarium in San Diego and his subsequent hiding for two months. Once his escape was known, he was returned to the sanitarium to look after the work which Dr. Crise was charged to perform. The petitioner says that he was kept in the sanitarium against the order of the guardian of his property during the term of guardianship.

Draper alleges to the husband of the petitioner, who was paid for all the medical attention and for the support of the petitioner from the time he was admitted to the sanitarium on September 13, that he was kept in the sanitarium until he was able to escape. He says that he was kept in the sanitarium for the purpose of depriving him of his property.



Mr. Draper was a wealthy, retired liveryman, but he was a very troubled man. In 1907 he was committed to the Mona M. Monahan Sanitarium in Los Angeles by local physician, Dr Bruce Crise. Mr. Draper repeatedly escaped from the facility in 1907 and 1908, always captured and returned. Mr. Draper claimed that Dr. Crise administered medicine "for the purpose of depriving him of his reason," in order to cheat him out of his property. Mr. Draper ultimately was declared competent to look after his own affairs in 1908. Mr. Draper died in 1930. Laura, his wife, was a local music teacher with many accomplished musicians in the community under her tutelage. She resided here until her death in 1941.

## FRIENDS SEEK MAN WHO ESCAPED FROM ASYLUM

Fears Expressed That John Draper May Have Committed Suicide and Police Join in Search

The police yesterday were asked to aid in the search for John D. Draper of Escondido, who escaped from the Mona M. Monahan sanitarium, 2511 Downey avenue, November 21.

Draper became insane at Escondido about September 15, according to a statement of his attorney, Andrew G. Park. Proceedings were brought before the superior court of San Diego county in his behalf and he was declared insane, and a Dr. Crise was appointed guardian of his person and estate.

Dr. Crise placed Draper in a private sanitarium in Los Angeles, from which he escaped a week ago and has not been heard of since by his friends or relatives. It is said Draper has, on two or three occasions, attempted to commit suicide. Draper was married to a woman four years ago. The couple lived happily together until he became insane. Since that time he has shown an ungovernable temper at times and was constantly watched.

Draper was once a wealthy liveryman, but retired from business some time ago. He is described as being 40 years old, black hair, gray mustache. He is five feet nine inches tall and weighs 140 pounds. When he disappeared Draper wore a black sack coat, dark plaid trousers and a soft gray hat. He is quite hard of hearing and holds his hand to his ear when listening to a person talking.

## **Chain of Title**

440 E. 7<sup>th</sup> Ave

Escondido, CA 92025

Current Owner: Jodene Ostrom

1892 – Escondido Land & Title

1895 Jennie Lowe

February 1905 – Mrs. E.C. Johnston

May 1905 – J. Johnston, Jr.

May 1906 – Mrs. Elva Seely

February 1907 – John D. Draper, Laura Draper (lived in house until 1940's)

February 1908 - Helen Eastman, Fanny Draper and Arthur Draper

December 1908 – Laura Draper

May 1942 – Estate of Laura Draper sold to Halsey Seymour

July 1944 – Firman F. Anderson and Mabel Fuller Anderson (husband & wife)

November 1946 – The Church of Christ

July 1947 – Eric A. Emerson and Ruth M. Emerson (husband & wife)

June 1948 – Charlotte Breidenstein (Escondido High School teacher)

April 1966 – (Charlotte deceased) willed to her parents James W. Breidenstein and Myrtle Breidenstein

February 1974 – Virginia Sparks

May 2004 – Brie Stratton

September 2012 – Patrick J. McCarthy

January 2013 – Jodene M. Ritchason

May 2013 – Jodene M. Ostrom (name change)

**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 to retain its characteristics as a property of 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:

*Paul will  
work with  
for me.*

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 of Property. The OWNERS agree to the preserve the PROPERTY and, when necessary, to restore and rehabilitate the property to conform to 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, and the State Historical Building Code. In particular, the OWNERS agree to make all of the improvements identified in Attachment "B" during the initial term of this Agreement.

UO OWNER'S INITIALS

3. Inspections. The OWNERS agree to permit the periodic examination 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.

UO OWNER'S INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on the date this Agreement is approved by a resolution of the City Council and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10<sup>th</sup>) 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 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. 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 have breached any of the conditions or covenants of this Agreement or have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property. The CITY may also cancel this Agreement if it determines that the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in this Agreement.

JO

OWNER'S 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. Notice of the hearing shall be mailed to the last known address of each owner of property within the same historic zone as the PROPERTY and shall be published in accordance with California Government Code section 6061.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the then 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 contained in 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.

JO

OWNER'S 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 the effect this Agreement will have on the assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. 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.

13. 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.

14. 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.

15. 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.

16. Binding Effect. This Agreement shall be binding on and inure to the benefit of all successors-in-interest of the OWNERS. A successor-in-interest shall have the same rights and obligations under this Agreement as the OWNERS.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 Names and 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.

22. 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.)***

23. 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: \_\_\_\_\_  
Lori Holt Pfeiler, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Marsha Whalen, City Clerk

**OWNERS**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**[Insert Name]**  
(This signature must be notarized.)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**[Insert Name]**  
(This signature must be notarized.)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**[Insert 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 16-0006

**Project Location - specific:** Addressed as 440 East 7<sup>th</sup> Avenue (APN 233-283-1100), located on the northwest corner of South Hickory Street and East 7<sup>th</sup> Avenue.

**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 0.094-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 Person or Agency Carrying Out Project:**

Name: Jodene M. Ostrom  
Address: 440 East 7<sup>th</sup> Avenue, Escondido, CA 92025

Telephone: (760) 802-3380

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

September 28, 2016  
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

## HISTORIC PRESERVATION COMMISSION

Agenda Item No.: G.3  
Date: October 4, 2016

**TO:** Historic Preservation Commission

**FROM:** Paul Bingham, Assistant Planner II

**REQUESTS:** Residence addressed as 535 East 9<sup>th</sup> Avenue (case number HP16-0005)

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 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 current owner is requesting that the subject property be approved for Local Register listing.



The subject property at 535 East 9<sup>th</sup> Avenue (APN 233-551-0400) consists of .17 acre with a single story Mid-Century Storybook Ranch residence. In spite of Assessor's Building Records showing to the contrary, a Notice of Completion indicates the residence was built in 1953 with a detached garage off the alley added in 1961. The house was built by Jim Rorex for William & Geraldine Beckman and occupied by them until after

William's passing in 2013. 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, Kristen Sepich, is to consider placing this resource on the Local Register.

The property meets the following two of seven criteria (*note that 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 Mid-Century Storybook Ranch residence was built in 1953 and is currently 63 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 an enclave of Mid-Century houses on both sides of the street and the west end of this block. Several are either in the City's Historic Survey or have already been listed on the City's Local Register. The residence directly across the street also has a Mills Act contract.*

### **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



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

FOR INTERNAL USE ONLY	
Case No.:	<u>HP 16-0005</u>
Date Received:	<u>7/21/16</u>
Received By:	<u>P.B.</u>
Fees Received:	<u>NA</u>
Date Approved:	<u>NA</u>
Application:	<input type="checkbox"/> Incomplete
	<input type="checkbox"/> Complete

**ESCONDIDO HISTORIC DESIGNATION APPLICATION**

(Check one)  Historic Landmark  Local Register

Applicant: Kristen Sepich  
 Address: 535 East 9th Ave  
 City/State/Zip: Escondido, CA 92025  
 Phone No.: (H) 619-368-4798 (W) 760-290-2400

Present Property Owner: Kristen Sepich  
 Address: 535 East 9th Ave  
 City/State/Zip: Escondido, CA 92025  
 Phone No.: (H) 619-368-4798 (W) 760-290-2400

Address of Site/Structure: 535 East 9th Ave  
 Assessor Parcel No.: 233-551-04-00

Present Land Use: Single Family Home  
 General Plan Designation: \_\_\_\_\_  
 Tier/Neighborhood: \_\_\_\_\_

Common Name/  
 Historic Name: Beckman House  
 Architural Style: Mid-century Storybook Ranch

Zoning: \_\_\_\_\_  
 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)

\_\_\_\_\_  
 Applicant Signature (Date)

\_\_\_\_\_  
 Property Owner Signature (Date)

## **Mills Act Application List of Improvements**

Property Address: 535 East 9<sup>th</sup> Avenue  
Property Owner: Kristen Sepich

1. Repaint house exterior.
2. Replace windows in the same openings with period-appropriate replacements.
3. Remove existing window air conditioner and repair wall.
4. Replace dilapidated yard fences and gates with era-specific fencing.
5. Replace old house electrical with modern and safer electrical system.
6. Add chimney cap for better fire protection.
7. Replace rusted rear patio awning supports.

1. At 55 years old, the Beckman House is a classic depiction of Mid-Century Storybook Ranch style.

This single-family home with detached 2 car garage was recently recognized by the Historic Preservation

Commission and the community of Escondido for being an excellent example of a Mid-Century Storybook Ranch.

The home is asymmetrical with a wide facade set parallel to the street. The white scalloped fascia along the gabled

roof line and wooden muntin design on the facade of the house are classic characteristics of Mid-Century Storybook

Ranch style. Additionally, the mixed use of horizontal rambling and masonry brick on the facade of the house and

the low-pitched roof with wide eaves and exposed rafter tails are typical of this era.

2. The house may have been re-roofed prior to purchase. Otherwise, no changes have been made to the

original design of the outside structure. A street-side mailbox was added to comply with Post Office requirements.

3. None



**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.	HP16-0005
Date Submitted:	7/21/16
Project Planner:	P.B.
Fees:	NA
Receipt No.:	NA
<input type="checkbox"/> Incomplete	_____ Date of Notice
<input type="checkbox"/> Complete	_____ Date

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

**APPLICANT/CONTACT PERSON**

Name (Print): Kristen Sepich  
 Address: 535 East 9th Ave.  
 City, State, Zip: CA Escondido, CA 92025  
 Phone: (619) 368-4798  
 Fax: n/a  
 E-mail: kristensepich@gmail.com  
 Signature: Kristen Sepich

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

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

**SITE INFORMATION**

Property Address: 535 East 9th Ave.  
 Assessor's Parcel Number: 233-551-04-00  
 Historic Name: Beckman 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**

- Repaint white trim
- Add insulation for energy savings
- Update with energy saving windows (keeping era-specific look)
- Rebuild period-appropriate fence (current is in poor condition)
- Update electrical inside
- Removal of broken window air-conditioner (requiring wall repair)
- Addition of chimney cap
- Replace awning supports on back patio (rust repair needed)

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) Beckman House

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 5641298 Date 2012 T \_\_\_\_\_; R \_\_\_\_\_; \_\_\_\_\_ ¼ of \_\_\_\_\_ ¼ of Sec \_\_\_\_\_; \_\_\_\_\_ B.M.

c. Address 535 East 9th Ave. City Escondido Zip 92025

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

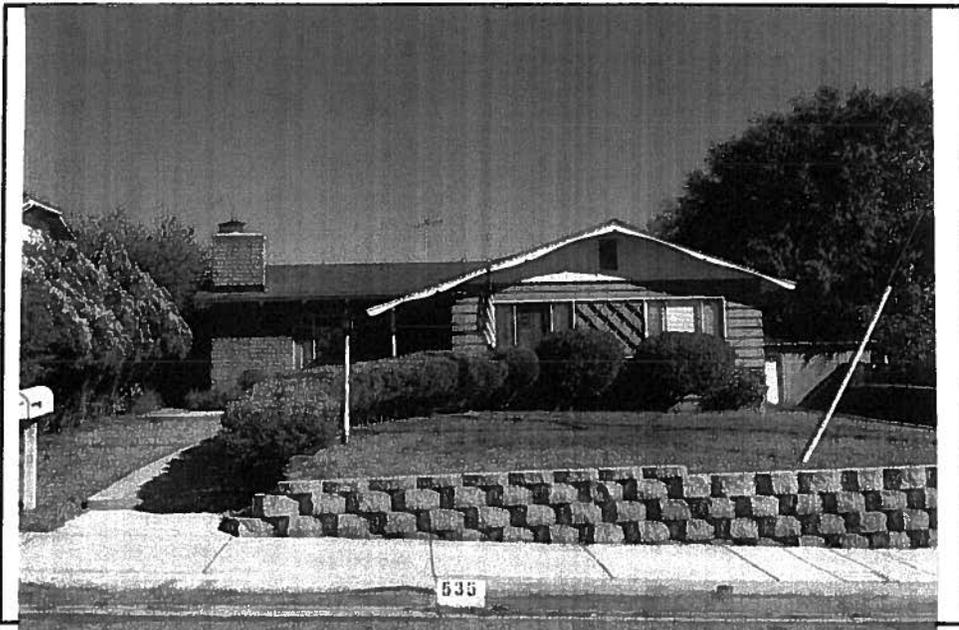
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) parcel # 4

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

This single-family home with detached 2 car garage was recently recognized by the Historic Preservation Commission and the community of Escondido for being an excellent example of a Mid-Century Storybook Ranch. The home is asymmetrical with a wide facade set parallel to the street. The white scalloped fascia along the gabled roof line and wooden muntin design on the facade of the house are classic characteristics of Mid-Century Storybook Ranch style. It also has horizontal rambling and masonry brick on the facade of the house and the low-pitched roof with wide eaves and exposed rafter tails.

\*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 of house.

\*P6. Date Constructed/Age and Source:

Historic  Prehistoric  Both

\*P7. Owner and Address: Kristen Sepich

535 East 9th Ave.

Escondido, CA 92025

\*P8. Recorded by:

(Name, affiliation, and address)

Kristen Sepich, Owner

535 East 9th Ave. Escondido, CA 92025

\*P9. Date Recorded: 07/12/2016

\*P10. Survey Type: (Describe) Volunteer Effort- Historic Designation Application

\*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 # \_\_\_\_\_

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

\*NRHP Status Code \_\_\_\_\_  
Beckman House

- B1. Historic Name: Beckman House  
B2. Common Name: Beckman House  
B3. Original Use: Residential House  
B4. Present Use: Residential House  
\*B5. Architectural Style: Midcentury Storybook Ranch

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

Construction Date: 1961

Exterior: House may have been re-roofed. A street-side mailbox was added to comply with Post Office requirements.

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

\*B8. Related Features:

Separate Garage

B9a. Architect: Unknown b. Builder: Unknown

\*B10. Significance: Theme Residential Architecture Area: Old Escondido Historic District

Period of Significance: Midcentury Property Type: Residential Home Applicable Criteria: N/A

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

At 55 years old, the Beckman House is a classic depiction of Mid-Century Storybook Ranch style. This single-family home with detached 2 car garage was recently recognized by the Historic Preservation Commission and the community of Escondido for being an excellent example of a Mid-Century Storybook Ranch. The home is asymmetrical with a wide facade set parallel to the street. The white scalloped fascia along the gabled roof line and wooden muntin design on the facade of the house are classic characteristics of Mid-Century Storybook Ranch style. Additionally, the mixed use of horizontal rambling and masonry brick on the facade of the house and the low-pitched roof with wide eaves and exposed rafter tails are typical of this era.

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

\*B12. References:

B13. Remarks:

N/A

\*B14. Evaluator:

\*Date of Evaluation: \_\_\_\_\_

(This space reserved for official comments)

Sketch Map with north arrow required.

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



BOOK 4867 PAGE 60

# NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner of the interest stated below in the property hereinafter described;
2. The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
Harold B. Boyle <small>(Name of Undersigned)</small>	605 E. 9th Ave., Escondido, Calif. <small>(Street and Number) (City and State)</small>	OWNER
Clara A. Boyle	605 E. 9th Ave., Escondido, Calif. <small>(Street and Number) (City and State)</small>	OWNER
	<small>(Street and Number) (City and State)</small>	
	<small>(Street and Number) (City and State)</small>	

3. A work of improvement on the property hereinafter described was COMPLETED on.....

May 18, 1953

4. The name of the CONTRACTOR, if any, for such work of improvement as a whole was.....

Jim Rozek

(If no Contractor for work of improvement as a whole, insert "None.")

5. The property on which said work of improvement was completed is in the City of.....

Escondido

County of San Diego, State of California, and is described as follows:

Lot 2 in Block 307 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, July 10, 1886, EXCEPTING therefrom that portion thereof described as follows:

Commencing at the Northwesterly corner of said Lot 2; thence Easterly along the Northerly line of said Lot 2, a distance of 175 feet; thence Southerly along a line 175 feet Easterly of and parallel with the Westerly line of said Lot 2, a distance of 180 feet; thence Westerly along a line parallel with the Northerly line of said Lot 2, a distance of 175 feet to a point in the Westerly line of said Lot 2; thence Northerly along the said Westerly line, a distance of 180 feet to the point of commencement.

Dated: MAY 23 1953

(If executed by a corporation or by a partnership use Partnership form of verification on reverse side.)

Signature of  
Owner or  
Owners.....

*Clara A. Boyle*

STATE OF CALIFORNIA, } ss.  
County of San Diego.

*Harold B. Boyle + Clara A. Boyle*

being duly sworn, says: That they are the owner of the aforesaid estate or interest in the property described in the foregoing notice; that they have read the same, and know the contents thereof, and that the facts stated therein

are true

*Harold B. Boyle*  
*Clara A. Boyle*

SUBSCRIBED AND SWORN TO before me

On

5/23/53

(Seal)

*RB Clark*

Notary Public in and for said County and State.

SPACE BELOW FOR RECORDER'S USE ONLY

DOCUMENT NO. 72014  
RECORDED REQUEST OF

*Harold Boyle*

MAY 25 1 03 PM '53

BOOK 4867 PAGE 60

OFFICIAL RECORD  
SAN DIEGO COUNTY, CALIF.  
ROGER N. HOWE, RECORDER

*mrm*

1.60

4

(If executed by a corporation use Corporation form verification on reverse side.)

(If executed by a partnership use Partnership form of verification on reverse side.)





## Chain of Title

- 1) William Beckman and Geraldine Beckman bought the property at 535 East 9<sup>th</sup> Ave (Lot 15) around 1955. Shortly after, in 1960, they purchased the Westerly 5 feet of Lot 14 of the Boyle Subdivision to extend their property. After they extended their property, the Beckmans began to build their charming Storybook Ranch home. In February of 1961, the Beckmans added a two-car garage to the property and in 1964, they added a cement patio.

According to the San Diego Union-Tribune, William Beckman passed away in 1994. Geraldine Beckman was a resident of Escondido for 85 years and she was well-known and well-liked. Geraldine was known for her paintings and she also enjoyed square dancing, needlework, and playing the piano and organ. Geraldine passed away in her home in 2011. After Geraldine's death, the residence at 535 East 9<sup>th</sup> Ave went into the Beckman Family Trust.

- 2) Kristen Sepich bought the Mid-Century Storybook Ranch home from the Beckman Trust in 2015. Kristen Sepich is the current owner of 535 East 9<sup>th</sup> Ave.

**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**

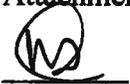
1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and
2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not 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 to retain its characteristics as a property of 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 of Property. The OWNERS agree to the preserve the PROPERTY and, when necessary, to restore and rehabilitate the property to conform to 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, and the State Historical Building Code. In particular, the OWNERS agree to make all of the improvements identified in Attachment "B" during the initial term of this Agreement.



OWNER'S INITIALS

3. Inspections. The OWNERS agree to permit the periodic examination 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.



OWNER'S INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on the date this Agreement is approved by a resolution of the City Council and shall remain in effect for a period of ten (10) years thereafter.

5. Automatic Renewal. On the tenth (10<sup>th</sup>) 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 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. 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 have breached any of the conditions or covenants of this Agreement or have allowed the PROPERTY to deteriorate to the point that it no longer meets the standards of a qualified historical property. The CITY may also cancel this Agreement if it determines that the OWNERS have failed to restore or rehabilitate the PROPERTY in the manner specified in this Agreement.

KS OWNER'S 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. Notice of the hearing shall be mailed to the last known address of each owner of property within the same historic zone as the PROPERTY and shall be published in accordance with California Government Code section 6061.

10. Cancellation Fee. If the CITY cancels this Agreement in accordance with Paragraph 8, the OWNERS shall pay a cancellation fee of twelve and one-half percent (12-1/2%) of the then 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 contained in 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.

KS OWNER'S 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 the effect this Agreement will have on the assessed value of the PROPERTY because of the restrictions this Agreement imposes on the use and preservation of the PROPERTY.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of all successors-in-interest of the OWNERS. A successor-in-interest shall have the same rights and obligations under this Agreement as the OWNERS.

17. **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.

18. **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.

19. 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.

20. 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.

21. 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 Names and 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.

22. 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.)*

23. 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: \_\_\_\_\_  
Lori Holt Pfeiler, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Marsha Whalen, City Clerk

**OWNERS**

Dated: 07/12/2016

By:   
\_\_\_\_\_  
[Insert Name]  
(This signature must be notarized.)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Insert Name]  
(This signature must be notarized.)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
[Insert 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 16-0005

**Project Location - specific:** Addressed as 535 East 9<sup>th</sup> Avenue (APN 233-551-0400), located on the south side of East 9<sup>th</sup> Avenue between South Hickory Street and Chestnut 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 0.17-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 Person or Agency Carrying Out Project:**

Name: Kristen Sepich  
Address: 535 East 9<sup>th</sup> Avenue, Escondido, CA 92025

Telephone: (619) 368-4798

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

September 28, 2016  
Date

Signed by Lead Agency  
 Signed by Applicant

Date received for filing at OPR:

## HISTORIC PRESERVATION COMMISSION

Agenda Item No.: H.1  
Date: October 4, 2016

**TO:** Historic Preservation Commission

**FROM:** Paul Bingham, Assistant Planner II

**REQUESTS:** Residence addressed as 178 Howell Heights Drive (case number HP16-0009)

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.

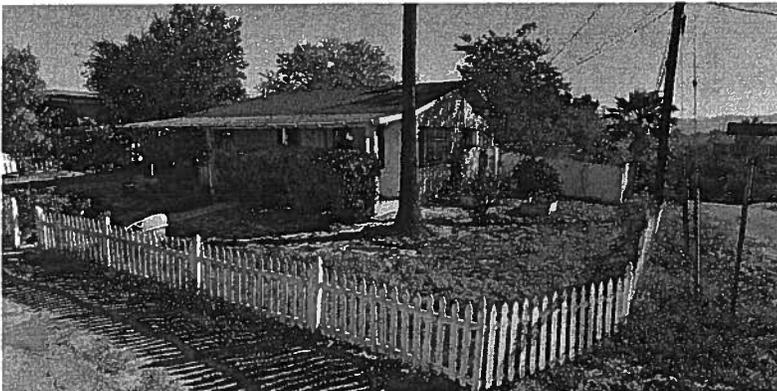
#### Local Register of Historic Places Listing

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 April 7, 1992. The current owner is currently requesting to enter into a Mills Act contract.



The subject property at 178 Howell Heights Drive (APN 232-190-2000) consists of .133 acre with a single story Craftsman Bungalow built in 1936. The simple rectangular residence is clad in board-and-batten siding and sits at the top of West 2<sup>nd</sup> Avenue with a commanding view of the valley below.

Besides the rear French doors, casement windows are used throughout. The house was built by Melville and Hazel Howell for their daughter Bessie and her husband John Anderson. The Howell family came to Escondido in 1911 from Chicago. Hiking to the top of this hill the next day, Mr. Howell declared that he had "found paradise." He subsequently bought the entire hill and a large portion of land to the south. Much of the southern portion he sold in 1915 to the Scripps family, which later became Scripp's Ranch. The Howell family's original main house is located across the street at 151 Howell Heights Drive and is also on the Local Register. The subject property was purchased and remodeled by SK Ventures in 2015 before being resold in 2016. The present owner and applicant desires to enter into a Mills Act contract for the further preservation of this property.

## **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 April 7, 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,

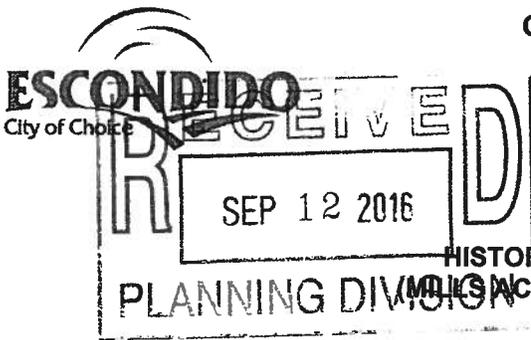
A handwritten signature in blue ink that reads "Paul K. Bingham". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Paul K. Bingham  
Assistant Planner II

## **Mills Act Application List of Improvements**

Property Address: 178 Howell Heights Drive  
Property Owners: Grecia Gonzalez and Samuel Ramos

1. Regrade and relandscape yard area to insure water drains away from house
2. Replace existing screen door with a period-appropriate screen door similar to those on the rear of the house
3. Replace exterior light fixtures with period-appropriate fixtures
4. Replace gravel driveway with one made of pavers to reduce wear and tear to porches and house interior
5. Repair/replace perimeter picket fencing
6. Repair/restore the front porch floor altered by a previous owner (planned)
7. Rehabilitate existing casement windows as needed
8. Repaint exterior of residence
9. Reroof residence



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 16-0009
Date Submitted: 9/12/16
Project Planner: P.B.
Fees: NA
Receipt No.: NA
[ ] Incomplete
[ ] Complete
Date of Notice
Date

HISTORIC PROPERTY PRESERVATION
(MULTI-PART) APPLICATION AND AGREEMENT

APPLICANT/CONTACT PERSON

Name (Print): Grecia Gonzalez
Address: 178 Howell Heights Dr
City, State, Zip: Escondido, CA 92025
Phone: (760) 803-7871
Fax:
E-mail: grecia-go@yahoo.com
Signature: [Handwritten Signature]

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

Name (Print): Grecia Gonzalez
Address: 178 Howell Heights Dr.
City, State, Zip: Escondido, CA 92025
Phone: (760) 803-7871
Fax:
E-mail: grecia-go@yahoo.com
Signature: [Handwritten Signature]
(authorizing applicant to submit application)

SITE INFORMATION

Property Address: 178 Howell Heights Dr
Assessor's Parcel Number: 232-190-20-00
Historic Name:

LANDMARK/LOCAL REGISTER INFORMATION

Historic Designation:
[ ] Local [ ] State [ ] National
Date of Designation:
Local Register Listing: [ ] Yes [ ] No
Date of Listing: April 7, 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

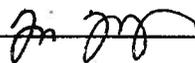
Improved landscaping to encourage water drainage away from house; install historically appropriate screen door at front entrance to match screen doors leading to back yard; install historically appropriate light fixtures around exterior of house to improve visibility outside; Remove gravel and install brick on driveway to prevent outdoor dirt and debris from damaging original hardwood floors; inspect wooden picket fence and repair or replace when needed; Assess windows periodically and rehabilitate as necessary; Assess paint and repaint when needed; Replace roof when needed.

**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.

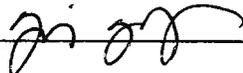
Applicant: 

Date: 09/10/14

**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: 

Date: 09/10/14

**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) 178 Howell

P1. Other Identifier: Anderson-Howell 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 \_\_\_\_\_; \_\_\_\_\_ ¼ of \_\_\_\_\_ ¼ of Sec \_\_\_\_\_; \_\_\_\_\_ B.M.

c. Address 178 Howell Heights Dr. 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) 232-190-20-00

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

This is a single story building with a gable roof and board-and-batten siding. It is constructed of wood and concrete and is in great condition. The building is located on the corner lot of Howell Heights and 2nd Avenue. There is a porch along the entire face of the building. The front door is centered on the face of the building.

\*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 #) \_\_\_\_\_

\*P6. Date Constructed/Age and Source:

Historic  Prehistoric  Both  
1936 / 79 years / previous owners

\*P7. Owner and Address: Greca Gonzalez, 178 Howell Heights Dr., Escondido, CA 92025

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

Greca Gonzalez, Owner,  
178 Howell Heights Dr.

\*P9. Date Recorded: 09/10/10

\*P10. Survey Type: (Describe) Reconnaissance; Purpose of survey: Historical designation

\*P11. Report Citation: (Cite survey report and other sources, or enter "none.") Historic Resources Inventory, City of Escondido

\*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 35

Page 2 of 3 \*Resource Name or #: (Assigned by recorder) 178 Howell

B1. Historic Name: \_\_\_\_\_

B2. Common Name: \_\_\_\_\_

B3. Original Use: family dwelling

B4. Present Use: family dwelling

\*B5. Architectural Style: Craftsman Bungalow

\*B6. Construction History: (Construction date, alterations, and date of alterations)  
Constructed in 1936, porch later added

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

\*B8. Related Features:  
Shed on north corner of lot.

B9a. Architect: Unknown b. Builder: Unknown

\*B10. Significance: Theme Residential architecture Area: Esccondido

Period of Significance: \_\_\_\_\_ Property Type: family dwelling Applicable Criteria: \_\_\_\_\_

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

The Howell family moved to California from Chicago in 1911. The Howells purchased the land which is now known as Howell Heights. In 1915 the Scripps family purchased a portion of this land. A home for Dolla Scripps, daughter of E.W. Scripps, was constructed on that land. In 1936, Melville and Hazel Howell constructed this building as a home for their daughter Bessie Anderson and her husband John.

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

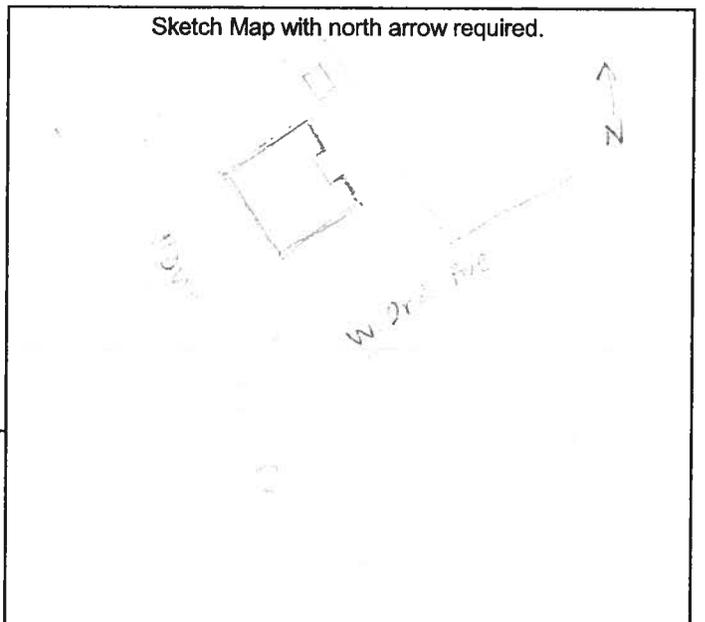
\*B12. References:  
City of Esccondido (1996). Historic Resources Inventory

B13. Remarks: \_\_\_\_\_

\*B14. Evaluator:  
Gracia P. Gonzalez

\*Date of Evaluation: 09/10/16

(This space reserved for official comments)



Page 3 of 3 \*Resource Name or #: (Assigned by recorder) P78 Howell

Recorded by: Erica Gonzalez, owner Date: 9/10/16

Continuation  Update

P3a cont.

With a walkway leading up to it. There is a pair of casement windows to the left of the door. To the right, there is a bay window composed of casement windows. On the south side of the building there is a large multi-paned window. All of the windows on the building are casement windows. In the rear of the structure, there is a vestibule with french doors leading inside.

## Family Transfers

When Bessie and John Anderson died, the house became property of Melville and Hazel Howell in 1960. When Melville Howell died in 1974, Hazel Howell became the sole owner of the property.

## Sale History

1984 - Seller: Hazel Howell. Buyer: John Cobbe and Deidre E. Cobbe

1986 - <sup>Seller:</sup> John Cobbe and Deidre E. Cobbe. Buyer: Helen S. Simmons

TRANSFER 2015 - with the death of Helen S. Simmons, Jane

B. Lorenz became the named successor trustee.

2015: Seller: Jane B. Lorenz, Norwood Lee Simmons and Helen S. Simmons

Buyer: SK ventures INC.

2016: Seller: SK ventures INC. Buyer: Grecia D. Gonzalez and Samuel L. Ramos

City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

Ser.No.  
 Natl. Reg. Status  
 Local Designation  
 Local Ranking Individ.Signif.

1. Historic Name Anderson-Howell House
2. Common or Current Name Anderson-Howell House
3. Number & Street 178 Howell Heights Drive

Cross-Corridor

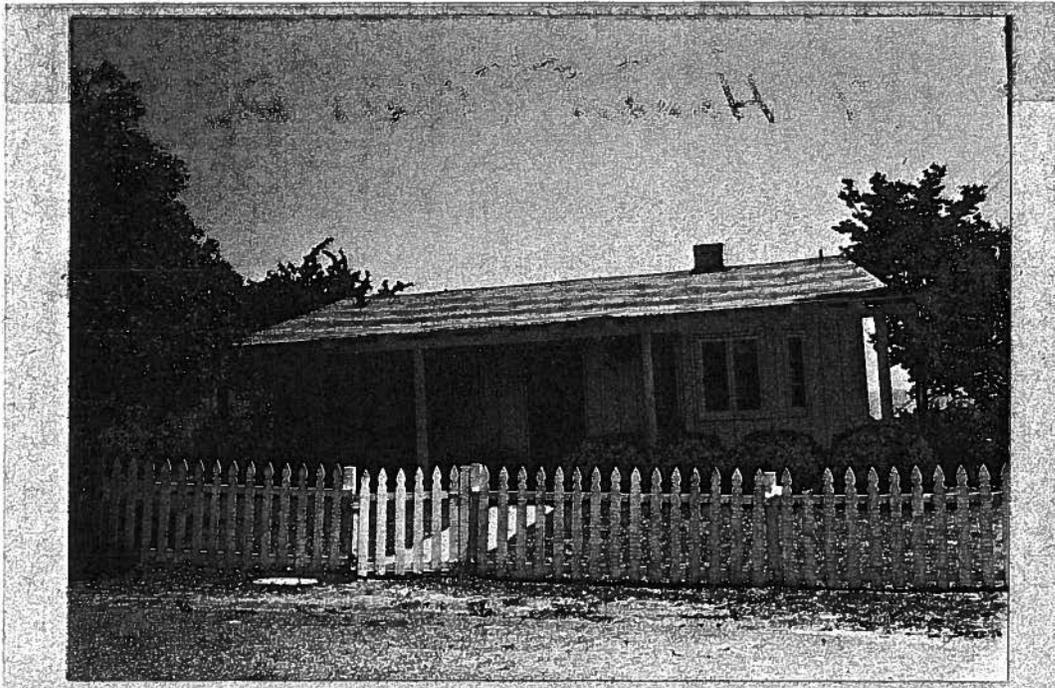
- City: Escondido Vicinity Only      Zip 92025      County: San Diego
4. UTM zone      A E4913.60      B N36637.30      C Zone 11      D
  5. Quad map No.      Parcel No. 232-190-20      Other

**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 single story rectangular house is clad in board-and-batten siding. A carved sawn work board runs across the top of the board-and-batten. The gabled roof runs from side to side (north to south) and a porch (added later) runs clear across the front facade. The gables are clad in horizontal boards with a lathwork vent at the top. The centered front door has vertical planks. A slanted bay window to the right contains multi-paned casement windows. A pair of matching casement windows is placed on the other side of the front door. A large multi-paned window faces south. A recessed porch in the center of the rear (east) facade leads to a pair of french doors. Casement windows are used throughout the rest of the house.

The architectural style is: Craftsman Bungalow  
 The condition is: good  
 The related features are: palm trees in front  
 The surroundings are: residential  
 The boundaries are:



8. Planning Agency      City of Escondido
9. Owner and Address      Hazel M. Howell  
same
10. Type of Ownership      private
11. Present Use      residence
12. Zoning
13. Threats      none known

## HISTORICAL INFORMATION

14. Construction Date(s) c1936                      Original location original site                      Date moved
15. Alterations & date porch added
16. Architect unknown                      Builder unknown
17. Historic attributes (with number from list)

## SIGNIFICANCE AND EVALUATION

18. Context for Evaluation: Theme exploration/settlement                      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 house was built for the daughter of Melville Howell, Bessie Anderson and her husband, John. The Howell family came to Escondido in 1911 from Chicago and purchased the land in what is now called Howell Heights. The Scripps family bought a large portion of the land in 1915 and built a home for their daughter, Dolla. In 1936, the Howells built this house for the Andersons. It is now occupied by Mrs. Melville Howell Jr.

## 20. Sources

Mrs. Melville Howell Jr. interview.

## 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

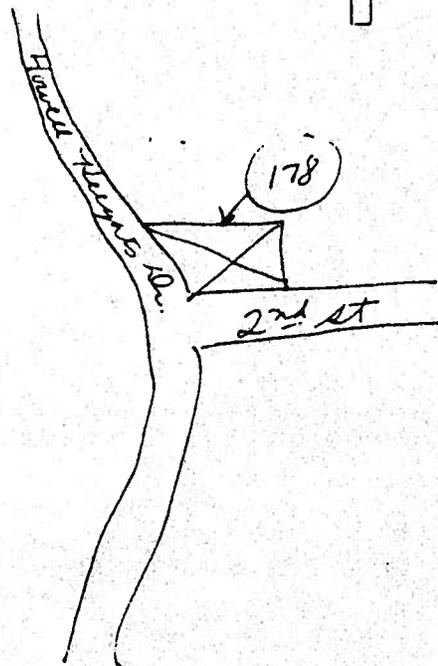
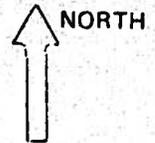
Organization Revised by AEGIS 1990

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):



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

Address of Resource: 178 Howell Heights Drive

Existing Use: Residential

Zoning: R-1-10

General Plan Designation: Suburban

Tier Designation: Central/Tier 1

Construction Date: 1936

Meets Ordinance Criteria 1, 5 and 7 for Local Register Listing.

**Justification for Register Listing:**

This house was built for the daughter of Melville Howell, Bessie Anderson, and her husband John. The Howell family came to Escondido in 1911 from Chicago and purchased the land in what is now called Howell Heights. The Scripps family bought a large portion of the land in 1915 and built a home for their daughter, Dolla.

This single-story Craftsman bungalow is clad in board-and-batten siding with a gabled roof and a porch extending across the front. Additional elements include a slanted bay window with multi-paned casement windows, matching casement windows and a recessed porch in the rear leads to a pair of french doors.

**Staff Recommendation:**

Staff recommends this resource be placed on the Local Register.

**Commission Action:**

On April 7, 1992, the Commission unanimously approved staff's recommendation to place this resource in 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 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.

GB 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.

GB OWNER'S INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 1<sup>st</sup> 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 (10<sup>th</sup>) 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

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 OWNER of a notice of nonrenewal from the CITY, the OWNER 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 OWNER: (a) has breached any of the conditions or covenants of this Agreement; (b) has 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 OWNER has failed to restore or rehabilitate the PROPERTY in the manner specified in Paragraph 2 of this Agreement.

6.6. OWNER'S 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 OWNER shall pay those cancellation fees set forth in California Government Code sections 50280 et seq., described herein. Upon cancellation, the OWNER 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.

6.6. OWNER'S INITIALS

11. No Compensation. The OWNER 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 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) 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 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.

GG. 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 16-0009

**Project Location - specific:** Addressed as 178 Howell Heights Drive (APN 232-190-2000), located on the northeast corner of Howell Heights Drive and West 2<sup>nd</sup> Avenue.

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

**Description of Project:**

To approve a Mills Act contract for the 0.133-acre subject property which is already on the City's Local Register of Historic Places in the R-1-10 (Single-Family Residential, 10,000 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: Grecia Gonzalez  
Address: 178 Howell Heights Drive, Escondido, CA 92025

Telephone: (760) 803-7871

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-1-10 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

September 28, 2016  
Date

- Signed by Lead Agency
- Signed by Applicant

Date received for filing at OPR:

**HISTORIC PRESERVATION  
COMMISSION**

**Agenda Item No.: H.5  
Date: October 4, 2016**

**TO:** Historic Preservation Commissioners  
**FROM:** Rozanne Cherry, Principal Planner *RC*  
**SUBJECT:** Zoning Code Amendment, AZ16-0006  
Proposed Changes to Articles 40, 65, 66 & 70

**BACKGROUND:**

In 2014, the City launched the "Working Together to Get to Yes" program (Yes program) in an effort to streamline business and development approval processes. This program was later adopted as one strategy to implement the City Council's 2015-2016 Action Plan for Economic Development to align codes with Council priorities, streamline review processes and increase administrative discretion in approving projects.

This proposed code amendment is Phase 1 of several code amendments associated with the Yes program. Additional code amendments will be brought forward in the future. Phase 1 evaluated nine development requests that currently require one or more public hearings for approval. Items #6, #7 and #9 discussed in the attached Planning Commission staff report affect reviews that involve public hearings or design review by the Historic Preservation Commission (HPC) and the Planning Commission (PC) or City Council (CC).

Page 3 of the staff report has a chart that summarizes the proposed changes to the review authorities and the level of reviews. The specific text changes are shown in Exhibit "B" in an underline/strikeout form.

Staff requests comments and a recommendation on Items #6, #7 & #9 to forward to the City Council. The council hearing is tentatively scheduled for October 19, 2016. The Planning Commission considered the code amendment on September 27, 2016 and recommended approval 5-0-0 (McQuead absent, one vacancy).

**DISCUSSION:**

**Item #6 – Proposed changes to Zoning Code Articles 65 and 70  
Second Dwelling Units (2ndDUs) in Old Escondido Neighborhood Historic District**

This amendment implements the HPC's recommendations discussed at the October 2015 meeting to change the application process for 2<sup>nd</sup>DUs in the OEN from a Conditional Use Permit (CUP) with a public hearing at PC to an administrative Plot Plan application with design review by the HPC. The Plot Plan application with staff design review is used for 2<sup>nd</sup>DUs throughout the rest of the city. Currently, all 2<sup>nd</sup>DUs are

required to be attached to the principal residence. In addition to allowing attached 2<sup>nd</sup>DUs, the code change would also allow a detached 2<sup>nd</sup>DU, or a unit above a detached garage, when alley access is proposed in the OEN. Outside of the OEN, 2<sup>nd</sup>DUs would still have to be attached to the principal residence. Applications for 2<sup>nd</sup>DUs in the OEN would still be subject to the Secretary of the Interior Standards for Historic Properties and Article 40 requirements. Since a 2<sup>nd</sup>DU may only be requested on a lot with a single family residence, and the project would be subject to design review by the HPC, staff believes that the proposed process change would not affect the historic character of the district. In addition, the change from a public hearing to an administrative review would result in a cost savings for the applicant and reduced processing times.

**Item #7 – Proposed changes to Zoning Code Article 40**

**Revise the process for adding properties to the Local Register of Historic Resources**

As a Certified Local Government, the City is required to have a process for designating eligible properties as a Local Register or Local Landmark historic resource, but the state does not dictate the review process. Currently, two public hearings are required; one for the HPC and the second at City Council. Staff is recommending that the process be revised to allow the HPC to evaluate, as a current business item, whether or not the request meets the criteria established in Zoning Code section 33-794. Since requests for Local Register/Landmark designation are submitted by the property owner or their designee, and that there are no potential physical impacts to neighboring properties that could result from a listing, staff believes this expedited process would be appropriately handled by the HPC. This change would result in time savings for the applicant and staff. Requests with an accompanying application for a Mills Act contract would still go to the CC, but would be a current business item.

**Item #9 – Proposed changes to Zoning Code Article 66**

**Change the review of certain sign requests associated with historic buildings and advertising structures**

Currently the PC handles design review of certain signs such as freeway-oriented and super-graphic signs, as well as, signs related to historic buildings and advertising structures, Zoning Code section 33-1395.12. This section allows deviations from the general sign standards and guidelines for buildings listed in the historic/cultural resource inventory or on the local register if the request is deemed historically appropriate for the significant architectural style of the building. The section also allows the maintenance of nonconforming advertising structures and signs deemed to have cultural significance. The code requires these requests to be reviewed by the PC on a case-by-case basis. Staff is recommending that the process be changed and designate design review to be handled by the HPC on a case-by-case basis.

**STAFF RECOMMENDATION:**

Approval of proposed revisions to Articles 40, 65, 66 & 70 as drafted in Exhibit "B".

## PLANNING COMMISSION

Agenda Item No.: 6.2  
Date: **September 27, 2016**

**CASE NUMBER:** AZ 16-0006  
**APPLICANT:** City of Escondido  
**LOCATION:** Citywide  
**TYPE OF PROJECT:** Zoning Code Amendment

**PROJECT DESCRIPTION:** An amendment of the Escondido Zoning Code (EZC) to streamline various review processes to change the reviewing authority and eliminate some public hearings for conditional use permits (CUPs) and other applications, including small lot developments, back-up/emergency generators, second dwelling units in the Old Escondido Neighborhood, easement access, animal boarding, hotels/motels, grading exemptions, listing properties on the local register of historic resources, and certain signs. Changes are proposed to EZC Articles 10,12, 13, 14, 26, 40, 55, 57, 63, 65, 66, and 70. No development project is proposed.

**STAFF RECOMMENDATION:** Approval

### BACKGROUND/SUMMARY OF ISSUES:

In 2014 the City launched the "Working Together to Get to YES!" program (YES Program) in an effort to streamline business and development approval processes. Since its inception, the City has made progress in implementing key elements of the program. The YES Program demonstrates the City's intent to create a conducive and enticing environment for private sector investment in the community. Ultimately, the YES Program seeks to align policies and codes with City Council priorities, increase administrative discretion in approving projects, enhance internal and external communication, and eliminate steps in the approval process.

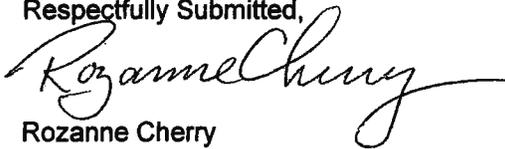
The City Council's 2015-2016 Action Plan for Economic Development adopted a strategy to implement the Yes Program. Staff was directed to revamp and clean up policies, practices and standards associated with the development entitlement process to increase efficiencies by eliminating outdated and burdensome processes and reduce project timeframes and costs through the implementation of streamlined review processes. Several of the city's standards, policies and practices have already been updated since the adoption of the Action Plan including a reduction in CEQA thresholds, outsourcing production of draft CEQA documents, adoption of Rural Road Standards and adding staff discretion to reduce commercial parking standards.

The proposed amendment to the Escondido Zoning Code would revamp and update several planning processes and conditionally permitted land uses. This first phase of the Zoning Code update primarily focuses on practices where the value added by the current Planning Commission or City Council review process is negligible and results in unnecessary additional time and expense to project applicants. In most cases, review authority is downgraded to the Community Development Director or staff level (administrative review) to advance the goal of project streamlining. There are nine separate items proposed. Several of the items require the modification of more than one Article of the Zoning Code. These related amendments are listed as subitems. Generally the items involve requests/applications for a use that already has established development standards. In these instances, requests are evaluated against the standards, which can be done by the city's professional staff. Whenever there was a question as to conformance with the standards, staff would refer the item to the next higher review authority.

**REASONS FOR STAFF RECOMMENDATION:**

1. The proposed amendments to the Zoning Code implement a portion of the "Working Together to Get to Yes!" program associated with the City Council's 2015-2016 Action Plan Economic Development goal to "Revamp and clean up policies, practices and standards around Planning, Development, Enforcement and Economic Development."
2. The proposed amendments to the Zoning Code would streamline existing development review processes by eliminating longstanding public hearing requirements for certain applications where the value added by the process has not balanced with the time delay imposed upon project applicants. Public hearings for the affected applications generally are sparsely attended and typically generate minimal discussion by the hearing body. Lowering project review down to the administrative level results in cost savings and reduced processing times for both the project applicant and staff. Several of these items can also be addressed during the review of associated applications without relying on a separate public hearing or permit process.
3. Streamlining existing development review processes as proposed would increase efficiencies by changing some reviews from two public hearings to one hearing; a public hearing to administrative review (some with public notice); and changing several conditionally permitted uses to permitted uses subject to development standards.

Respectfully Submitted,



Rozanne Cherry  
Principal Planner

**SUMMARY**  
 Proposed Changes to Review Authority

Item #		From	To
1	Easement access in R-1 zones	PC – hrg	Staff with map review TPM – NOID TSM – PC hearing
2	Small Lot Developments in multi-family zones	PC - hrg	Staff with map review TPM – NOID TSM – PC hearing
3	Animal (Dog) boarding facilities in M1/M2 zones	PC – hrg	Permitted Use with standards
4	Stand-alone Grading Exemptions & GEs part of an administrative application	PC - hrg	Staff with NOID
5	Emergency/Back-up generators	PC - hrg	Staff
6	2 <sup>nd</sup> D/U in OEN	PC - hrg	Staff PPL with HPC design review
7	Local Register Listings	CC & HPC - hrgs	HPC – current business
8	Hotel/Motels	CC & PC - hrgs	PC hrg only
9	Larger Signs (Col. B), Freeway oriented signs, & super-graphic signs  Approval of sign deviations for historic bldgs. & historic advertising structures	PC – design review  PC –design review	Staff design review  HPC – design review

CC = City Council                      PC = Planning Commission                      HPC = Historic Preservation Commission  
 TPM = Tentative Parcel Map (administrative)    TSM = Tentative Subdivision Map                      PPL = Plot Plan (administrative)  
 hrg = hearing                      NOID = Notice of Intended Decision (public notice in paper, mailed to 500' radius & posted on site)

## ANALYSIS

### **A. ENVIRONMENTAL STATUS**

The proposed code amendment is exempt from environmental review in conformance with CEQA Guideline Section 15061(b)(3). The activity is covered by the general rule that exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. Approval of the proposed amendment to the Escondido Zoning Code would not individually or cumulatively result in the possibility of creating significant effects on the environment. Therefore, the proposed code amendment is not subject to CEQA under the General Rule and no further environmental review is necessary.

**B. ANALYSIS** – See attached Exhibit “B” for specific text changes for each item.

#### **Item 1- Easement Access in R-1 Zones – Article 10**

A request for private easement road access to a new residential lot proposed by a Tentative Parcel Map (TPM) or Tentative Subdivision Map (TSM) in the R-1 zone, currently requires a separate application for a Conditional Use Permit (CUP). This process automatically elevates affected TPM's from an administrative level of approval to a public hearing by the Planning Commission. The proposed amendment would eliminate the need for a CUP and require the applicant to include the request in the project description for the subdivision or parcel map. The easement access would be evaluated concurrently with the review of the tentative map and the appropriate width and alignment would be determined by the Fire Marshal and City Engineer. A tentative subdivision map with easement access would still be reviewed by the Planning Commission at a public hearing. For a tentative parcel map with easement access, a Notice of Intended Decision would still be mailed to property owners within 500-feet, providing neighbors notice of the project and the proposed easement access and the opportunity to discuss the project with a planner and appeal the intended decision to the planning commission, if they felt it was necessary.

#### **Item 2 – Small Lot Developments: Subitem 2A – R-2 Zone, Article 12; Subitem 2B – R-3 Zone, Article 13; and Subitem 2C – R-4 Zone, Article 14**

Currently, “Small Lot Planned Developments” are permitted in the multi-family R-2, R-3 and R-4 zones with a CUP application filed in conjunction with a TPM or TSM. Staff acknowledges there is confusion about the review process because the name includes “planned development”. The proposed amendment would rename the process to “Small Lot Development” and eliminate the CUP requirement. The project description will include the request for a small lot development and the project plans will show the layout and conformance with the standards spelled out in each of the multi-family zones. A TSM would be considered by the planning commission at a noticed public hearing. Review of a small lot development in conjunction with a TPM would stay at the administrative level. Neighbors would be informed about the proposed small lot development with a TPM by the Notice of Intended Decision that would be mailed to owners within 500-feet.

#### **Item 3 – Animal Boarding Facilities in Industrial Zones – Article 26**

In April 2015, City Council approved a code amendment, upon the recommendation of the planning commission, to add indoor dog boarding, training, feeding, care, grooming and “daycare” as a conditionally permitted use in the M-1 and M-2 zones. An associated CUP for a proposed dog boarding facility was also approved (PHG 14-0029) with conditions to ensure that the facility would be a good neighbor. Staff proposes to add those conditions to the zoning code as development standards for future boarding facilities. Concurrent with the adoption of the development standards, staff proposes that the use be generalized to “Animal Boarding” and changed to a permitted use in the M-1 and M-2 zones, eliminating the CUP requirement. “Animal” boarding would provide flexibility should there be a request for a “pet hotel” or other boarding facility that would accommodate cats, birds, reptiles and/or other types of pets. A boarding facility

proposed entirely within an enclosed building would be reviewed for conformance with the development standards during the review of the building plans for the tenant improvements. Since the boarding facilities are only allowed in the industrial zones, a supervised outdoor exercise area could be determined to be compatible with the industrial neighbors upon approval or conditional approval of an administrative plot plan application.

#### **Item 4- Grading Exemptions – Article 55**

Currently, requests for a grading exemption for slope heights and/or slope inclinations require a separate application and public hearing at the Planning Commission, whether they are associated with a single-family residence or a larger development project. The determination as to the appropriateness of the requested slope heights and inclinations is based on the geotechnical report prepared for the project, if needed, and the design guidelines of EZC Article 55, Section 33-1066. The proposed amendment would simplify the review process to staff level using the same reports and guidelines for the determination. For projects that do not require a public hearing, a Notice of Intended Decision would be mailed to property owners within 500 feet of the project site. This notice would give neighbors time to review the proposed plans at the Planning Division and discuss any issues with staff before the decision became effective. With these changes the application process is streamlined utilizing existing standards and guidelines and a more efficient review is established while maintaining public notification.

#### **Item 5- Emergency Generators – Article 57**

This proposed code change implements the Planning Commission's desire to have staff review requests for emergency/backup generators, such as for wireless and essential medical facilities. The changes would allow staff to review these requests, including those proposed for previously approved discretionary projects and portable generators associated with temporary events, as part of building permit applications. The standards for standby, diesel generators that are currently scattered throughout the code section would be consolidated under the new section 33-1122(c). With the standards in place and the existing noise ordinance, a CUP is not necessary. The current CUP and administrative Plot Plan processes for commercial electric generating facilities providing electricity to the power grid (CUP) and co-generation requests (Plot Plan) would continue to be required.

#### **Item 6- Second Dwelling Units in Old Escondido Neighborhood Historic District – Articles 65 & 70**

Currently, a CUP is required only for second dwelling units (2ndDU) proposed in the Old Escondido Neighborhood (OEN) historic district. Outside the district an administrative Plot Plan is required. This code amendment would make the review of 2ndDU's in the OEN consistent with the process used throughout the rest of the city. The Historic Preservation Commission (HPC) discussed this at the October 2015 meeting. The HPC supported the processing change and recommended that staff also allow 2ndDU's to be detached when access was available from an alley or when the unit was proposed above an existing garage, since there are many existing historic alley houses behind a principal residence in the OEN. In the City's early years, alley units were common. Allowing 2ndDU's to be constructed over detached garages would be in keeping with past practices while maintaining the primary residences in a more original form. Proposals would still be subject to the Secretary of the Interior Standards for Historic Properties and design review by the HPC or staff according to Article 40 standards.

#### **Item 7- Local Register Properties – Article 40**

The City is designated as a Certified Local Government (CLG) under an historic preservation program administered by the CA Office of Historic Preservation (OHP). This program requires the City to have a process for designating eligible properties as a Local Register or Local Landmark historic resource, but does not dictate the review process. The current review process requires a public hearing at both the HPC and the City Council, where each body determines if the property meets the criteria established in EZC section 33-794. Requests for Local Register/Landmark designations are submitted by the property owner or by another with the property owner's permission. As there are no potential physical impacts to neighboring properties as a result of a listing, staff recommends that the listing process be handled by the HPC as a current business item. Many times listing a property actually increases the property value and benefits the immediate neighbors.

**Item 8- Transient Lodgings – Article 63**

Currently, hotels/motels proposed in the CG (General Commercial) zone require CUP hearings at the Planning Commission and the City Council. Extensive guidelines for the development of lodging facilities are included in EZC Article 63. With these established guidelines, the review process can be streamlined by eliminating the second public hearing and relying on the land use decision of the Planning Commission. Should there be continuing concerns about a project, the determination of the PC could be referred to or appealed to the City Council under the existing procedures listed in EZC Article 61. Staff is also recommending additional revisions to cleanup outdated references.

**Item 9- Signs – Article 66**

When the Design Review Board was disbanded, design review duties were assigned to the Planning Commission, including the review of certain signs. Experience with these reviews has demonstrated that proposals following the standards and design guidelines of Article 66 (Sign Ordinance) result in pleasing and appropriately scaled freestanding commercial signs, freeway-oriented signs, and super-graphic signs. Staff recommends that design review of these signs be handled at the staff level to expedite the review of the sign permit applications. Other changes include moving commercial sign thresholds into a table format and changing the design review of requests for deviations from the sign standards for signs related to historic buildings and historic signs to the Historic Preservation Commission.

**EXHIBIT "A"**

**FACTORS TO BE CONSIDERED  
AZ16-0006**

Zoning Code Amendment

1. The public health, safety and welfare would not be adversely affected by the proposed Zoning Code amendments. Pursuant to California Government Code Section 65100, the legislative body of a city shall assign the functions of a planning agency to a planning department, one or more planning commissions, administrative bodies or hearing officers, the legislative body itself, or any combination thereof, as it deems appropriate and necessary. The proposed amendments to the Zoning Code would only streamline the existing review processes by authorizing a different advisory commission or administrative body to approve, conditionally approve or deny the various project applications.
2. The proposed zoning code amendments would not conflict with any State law or be detrimental to surrounding properties because the amendments involve existing development application types and existing development standards. The amendment would not expand or reduce the type of land uses that may be established in the City and no physical improvements are proposed as part of this code amendment.
3. The proposed zoning code amendment to streamline project review processes would be consistent with the goals and policies of the General Plan because it would not diminish the Quality of Life Standards of the General Plan, nor adversely impact the community health or natural resources. In addition, the amendment would implement a portion of the "Working Together to Get to Yes!" program associated with the City Council's 2015-2016 Action Plan Economic Development goal to "Revamp and clean up policies, practices and standards around Planning, Development, Enforcement and Economic Development."
4. The proposed zoning code amendment would not affect any specific plans.

**EXHIBIT "B"**  
**STREAMLINING CUP PROCESSES**

New text /deleted-text

Planning Commission Draft

**ITEM #1**

**EASEMENT ACCESS R-1 ZONES – Article 10**

Change to staff review with the parcel/subdivision map application.

Sec. 33-166(c)(1)

(c) Lot frontage. Each lot or parcel of land in an R-1 zone shall abut a public street for a minimum of thirty-five (35) feet, on a line parallel to the centerline of the street or on a cul-de-sac improved to city standards. Frontage on a street end which does not have a cul-de-sac improved to city standards shall not be counted in meeting this requirement.

Exception: Access to lots or parcels may be provided by private road easement conforming to the following standards and subject to approval of ~~a conditional use permit~~ the city engineer and fire marshal:

(1) The ~~minimum easement width shall be twenty to twenty-two~~ four (2224) feet. ~~A minimum twenty (20) foot easement width may be permitted subject to approval as determined by the engineering department and fire marshal, and upon approval of an administrative adjustment filed in conjunction with the conditional use permit;~~

**ITEM #2**

**SMALL LOT DEVELOPMENTS IN R-2, R-3 & R-4 ZONES –Articles 12, 13 & 14**

Change to staff review concurrently with parcel/subdivision map

SUBITEM #2A: R-2 ZONE – Article 12

Add (a) & (b) to sec. 33-211; delete (d) of sec. 33-213; and revise sec. 33-229 as shown below.

**Sec. 33-211. Permitted principal uses and structures.**

The following principal uses and structures are permitted in an R-2 zone:

(a) Uses as listed below:

Use No.	Use Title
1111	Single-family dwellings, detached, including licensed residential care facilities for six (6) or fewer persons and transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)
1120	Two-family dwellings including transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)

Use No.	Use Title
1130	Multiple-family dwellings, including transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)
5995	Arts and crafts shows as defined in section 33-8 (with permit as required by section 33-1119 of Article 57 of this chapter)
6815	Small family day care centers as defined in section 33-8 of Article 1 of this chapter; large family day care centers as defined in section 33-8 of Article 1 of this chapter (with permit as required by section 33-1104 of Article 57 of this chapter)

(b) Small lot developments pursuant to the provisions of section 33-229 of this article.

**Sec. 33-213. Conditional uses and structures.**

- ) ~~(d) Small lot zoning provisions of section 33-229 of this article;~~  
 (de) Senior housing projects conforming to the provisions of Article XLI of this chapter.

**Sec. 33-229. Small lot ~~planned~~ development.**

- (a) Purpose. Development and recycling opportunity in ~~the certain multi-family zones area and of the~~ city.
- (b) Development standards. Development under this provision shall comply with the following requirements:
- (1) The minimum lot area shall not be less than three thousand five hundred (3,500) square feet and not more than one (1) dwelling unit per lot;
  - (2) Setbacks for main and accessory buildings may vary in order to allow flexibility; however, the minimum front yard setback shall be ten (10) feet;
  - (3) Parking shall be provided at a ratio of four (4) off-street spaces per unit. Two (2) of the four (4) spaces must be covered; the additional two (2) spaces may be tandem and may occupy front and side yard setbacks. A minimum back up area of twenty-four (24) feet shall be provided;
  - (4) Densities per acre shall not exceed that allowed by the zone classification ~~or~~ and the general plan;
  - (5) Access to lots may be provided by a private road easement a minimum of twenty (20) feet wide for two (2) or fewer lots subject to approval by the fire marshal and city engineer; additional easement width may be required by the fire marshal and/or city engineer based on the number of lots served and the specific project design;
  - (6) The development shall be comprehensively designed to incorporate appropriate and attractive architectural elements and site features that create a quality residential environment;
  - (7) Process. All requests for a small lot ~~planned~~ development shall be included in the project description and plans of the associated tentative parcel map or subdivision map application file an application for a conditional use permit pursuant to Article 61, Division 1.

**SUBITEM #2B: R-3 ZONE – Article 13**

Add (a) & (b) to sec. 33-241; delete (d) of sec. 33-243; and revise sec. 33-259 as shown below.

**Sec. 33-241. Principal permitted uses and structures.**

The following principal uses and structures are permitted in an R-3 zone:

(a) Uses as listed below:

Use No.	Use Title
1111	Single-family dwellings, detached, including licensed residential care facilities for six (6) or fewer persons and transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)
1120	Two-family dwellings including transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)
1130	Multiple-family dwellings, including transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)
5995	Arts and crafts shows as defined in section 33-8 (with permit as required by section 33-1119 of Article 57 of this chapter)
6815	Small family day care centers as defined in section 33-8 of Article 1 of this chapter; large family day care centers as defined in section 33-8 (with permit as required by section 33-1104 of Article 57 of this chapter)

(b) Small lot developments pursuant to the provisions of section 33-259 of this article.

**Sec. 33-243. Conditional uses and structures.**

~~(d) Small lot zoning provisions of section 33-259;~~

(de) Senior housing projects conforming to the provisions of Article 41 of this chapter.

**Sec. 33-259. Small lot ~~planned~~ development.**

(a) Purpose. Development and recycling opportunity in the area and of the city certain multi-family zones.

(b) Development standards. Development under this provision shall comply with the following requirements:

(1) The minimum lot area shall not be less than three thousand five hundred (3,500) square feet and not more than one (1) dwelling unit per lot;

(2) Setbacks for main and accessory buildings may vary in order to allow flexibility; however, the minimum front yard setback shall be ten (10) feet;

(3) Parking shall be provided at a ratio of four (4) off-street spaces per unit. Two (2) of the four (4) spaces must be covered; the additional two (2) spaces may be tandem and may occupy front and side yard setbacks. A minimum back up area of twenty-four (24) feet shall be provided;

(4) Densities per acre shall not exceed that allowed by the zone classification ~~or~~ and the general plan;

(5) A minimum density of seventy (70) percent of the maximum permitted density of the zone classification shall be provided. Exceptions to the minimum density may be granted as part of the map approval provided the development would not preclude the city from meeting its housing needs as described in the housing element of the Escondido General Plan.

(56) Access to lots may be provided by a private road easement a minimum of twenty (20) feet wide for two (2) or fewer lots subject to approval by the fire marshal and city engineer; additional easement width may be required by the fire marshal and/or city engineer based on the number of lots served and the specific project design;

(67) The development shall be comprehensively designed to incorporate appropriate and attractive architectural elements and site features that create a quality residential environment;

(78) Process. All requests for a small lot ~~planned development~~ shall be included in the project description and plans of the associated tentative parcel map or subdivision map application.~~file an application for a conditional use permit pursuant to Article 61, Division 1.~~

#### SUBITEM #2C: R-4 ZONE – Article 14

Add (a) & (b) to sec. 33-271; delete (d) of sec. 33-273; and revise sec. 33-290 as shown below.

#### Sec. 33-271. Permitted principal uses and structures.

The following principal uses and structures are permitted in an R-4 zone:

(a) Uses as listed below:

Use No.	Use Title
1111	Single-family dwellings, detached, including licensed residential care facilities for six (6) or fewer persons and transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)
1120	Two-family dwellings including transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)
1130	Multiple-family dwellings, including transitional housing as defined in section 33-8 (subject to transitional housing criteria as specified by section 33-1121)
5995	Arts and crafts shows as defined in section 33-8 (with permit as required by section 33-1119 of Article 57 of this chapter)
6815	Small family day care centers as defined in section 33-8; large family day care centers as defined in section 33-8 (with permit as required by section 33-1104 of Article 57 of this chapter)

(b) Small lot developments pursuant to the provisions of section 33-290 of this article.

#### Sec. 33-273. Conditional uses and structures.

~~(d) Small lot zoning provisions of section 33-290 of this article;~~

(de) Senior housing projects conforming to the provisions of Article 41 of this chapter.

#### Sec. 33-290. Small lot ~~planned development~~.

(a) Purpose. Development and recycling opportunity ~~in the area and of the city~~ in certain multi-family zones.

(b) Development standards. Development under this provision shall comply with the following requirements:

(1) The minimum lot area shall not be less than three thousand five hundred (3,500) square feet and not more than one (1) dwelling unit per lot;

(2) Setbacks for main and accessory buildings may vary in order to allow flexibility; however, the minimum front yard setback shall be ten (10) feet;

(3) Parking shall be provided at a ratio of four (4) off-street spaces per unit. Two (2) of the four (4) spaces must be covered; the additional two (2) spaces may be tandem and may occupy front and side yard setbacks. A minimum back up area of twenty-four (24) feet shall be provided;

(4) Densities per acre shall not exceed that allowed by the zone classification ~~or~~ and the general plan;

(5) A minimum density of seventy (70) percent of the maximum permitted density in the zone classification shall be provided. Exceptions to the minimum density may be granted as part of the map approval provided the development would not preclude the city from meeting its housing needs as described in the housing element of the Escondido General Plan.

~~(56)~~ Access to lots may be provided by a private road easement a minimum of twenty (20) feet wide for two (2) or fewer lots subject to approval by the fire marshal and city engineer; additional easement width may be required by the fire marshal and/or city engineer based on the number of lots served and the specific project design;

~~(67)~~ The development shall be comprehensively designed to incorporate appropriate and attractive architectural elements and site features that create a quality residential environment;

~~(78)~~ Process. All requests for a small lot ~~planned-development~~ shall ~~file an application for a conditional use permit pursuant to Article 61, Division 1~~ be included in the project description and plans of the associated tentative parcel map or subdivision map application. (Zoning Code, Ch. 103, § 1037.39.10; Ord. No. 2006-41, § 4, 12-20-06; Ord. No. 2011-19R, § 5, 1-11-12)

### **ITEM #3:**

#### **ANIMAL BOARDING FACILITIES IN INDUSTRIAL ZONES – Article 26**

Change from a CUP to Permitted Use in the M-1 and M-2 Zones by deleting dog and cat boarding and adding animal boarding and footnote 2 in Table 33-564; and adding section 33-576.

**Table 33-564**

**PERMITTED AND CONDITIONALLY PERMITTED PRINCIPAL USES**

<b>Use Title</b>	<b>I-O</b>	<b>M-1</b>	<b>M-2</b>	<b>I-P</b>
<u>Animal boarding (indoor boarding only) and training, feeding, care, grooming and “daycare”<sup>2</sup>. Does not include animal shelters****, sales or breeding.</u>		<u>P</u>	<u>P</u>	
<del>Dog and cat boarding (indoor boarding only). Dog training, feeding and care, animal grooming and “dog daycare” also allowed. Does not include dog shelters,**** animal sales or breeding.</del>		<del>C</del>	<del>C</del>	

\*\*\*\* = Dog shelters generally means an establishment, especially one supported by charitable contributions, that provides a temporary home for dogs, cats and other animals that are offered for adoption.

<sup>2</sup> = Pursuant to section 33-576 of this Article (animal boarding and daycare)

**Sec. 33-576. Animal boarding and day care.**

The indoor boarding of animals and animal day care shall be subject to the following standards:

- (a) Outdoor boarding of animals shall not be allowed.
- (b) All animals must be kept within the enclosed building(s), except for supervised walks. A plot plan application submitted to the planning division for review is required to establish any on-site supervised outdoor animal day care activity area or training area. The submittal shall include a site plan of the entire site showing fencing, any permanent improvements in the outdoor area, parking, circulation, etc.
- (c) The site shall be maintained in a neat, orderly and sanitary condition.
- (d) Shelter and care of the animals may be on a daily or overnight basis and include feeding, grooming, training and other associated activities.
- (e) The overnight boarding area shall be a separate and secure interior space.
- (f) The overnight boarding area shall incorporate sound attenuation measures to reduce potential noise impacts to adjacent businesses.
- (g) On-site supervision and/or remote camera monitoring of the overnight boarding area shall be provided when the business closes for the evening.

Sec. 33-577 – 33-589. Reserved.

**ITEM #4:**

**GRADING EXEMPTIONS – Article 55**

Change grading exemptions from separate hearing to concurrent review with associated administrative or discretionary development application, both with public notice, by revising subsections 33-1066(b)(2); (c); and (d).

**Sec. 33-1066. Design criteria.**

(b) Slope heights. Slope heights should be limited to minimize impact on adjoining properties. The height of retaining walls incorporated in grading designs shall be included in calculating the overall slope height. Grading designers should strive to conform to the following criteria:

(1) Fill slopes within fifty (50) feet of the property line should be limited to five (5) feet in height. Fill slopes in this location between five (5) and ten (10) feet in height may be allowed, subject to the approval of the director;

(2) Fill slopes beyond fifty (50) feet from the property line should be limited to twenty (20) feet in height;

(3) Fill slopes adjacent to existing public and private streets should be limited to ten (10) feet in height;

(4) Cut slopes within fifty (50) feet of the property line should be limited to twenty (20) feet in height;

(c) ~~Grading exemption discretionary permit~~ Specific review by the project approval authority is required. Planning commission approval will be required for the following slopes:

(1) Any fill slope within fifty (50) feet of the property line which is in excess of ten (10) feet in height;

(2) Any fill slope beyond fifty (50) feet of the property line which is in excess of twenty (20) feet in height;

(3) Any cut slope in excess of twenty (20) feet in height;

(4) Any cut slope steeper than two to one (2:1) determined by the director to impact adjacent properties.

(d) ~~Submittal requirements. Application Requests~~ for approval of slopes in subsection (c) above shall be included in the project description and identified on the project plans made on the forms provided by the planning division and submitted with a filing fee, the amount of which shall be determined by the city council. A statement of justification for each slope shall also be included. For those slopes which are proposed as part of an administrative request, fees for the legal notice and mailing list shall be submitted and a public Notice of Intended Decision shall be issued pursuant to Article 61, Division 6, of this Chapter. ~~another project requiring a public hearing, no~~ For a discretionary project, ~~no separate application or filing fee will be required. When judging such requests, the planning commission approval authority shall consider:~~

- (1) The criteria contained within section 33-1066;
- (2) The stability of the slope;
- (3) The impact of the slope on surrounding properties;
- (4) The reason for the slope; and
- (5) Whether reasonable alternatives to the proposed design are available.

## **ITEM #5:**

### **EMERGENCY GENERATORS – ARTICLE 57**

Specify staff level of review for emergency /back-up /standby generators by revising sec. 33-1122 as shown below and adding (c).

#### **Sec. 33-1122. Electric generating facilities.**

(a) Definition. As used in this section, an electric generating facility means a structure, apparatus or feature incorporating machinery or equipment, designed to produce electricity for power consumption.

(b) Permit requirements. Except where the city's land-use-permit authority is preempted by state law, the land use permit required to ~~authorize a proposed land use of this type is determined by the amount of electricity generated by the type of facility, as follows:~~

(1) A conditional use permit is required for commercial electric generating facilities proposed for the primary purpose of providing electricity to the power grid. ~~is required for facilities with more than a maximum production capability of five (5) kilowatts of power.~~ Solar-energy systems are exempt from this requirement and design review unless the building official determines the solar-energy system would have a specific, adverse impact upon the public health and safety and there is no feasible method to avoid the specific adverse impact. Decisions of the building official may be appealed to the planning commission by filing a written request with any required fee, with the department of community development not more than ten (10) days following the final decision of the building official. The appeal shall state the reasons why the determination is contested and which findings, the appellant believes, were made in error. Decisions of the planning commission may be appealed to the city council pursuant to Article 61, Division 6 of the Zoning Code. Facilities shall conform to the following criteria:

- (A) All buildings, structures and landscaping should be compatible with surrounding development;
- (B) Facilities shall involve combined cycle technology as appropriate;
- (C) Facilities shall utilize most efficient, state-of-the-art technology that is reasonably available.

~~Applications for standby, diesel generators shall demonstrate that the best available technology is being utilized;~~

(D) All feasible measures shall be incorporated to minimize pollutants generated by the facility;  
(E) Fuel used to generate electricity shall be limited to natural gas, solar, wind or other renewable energy resources. ~~Standby, emergency generators may utilize diesel fuel;~~

(F) Noise levels produced by the generator shall comply with noise ordinance standards for the zone based on twenty-four (24) hour operation;

(G) Transmission lines and components shall be under grounded to the maximum extent feasible;

(H) Facilities, ~~except standby diesel generators,~~ shall meet the provisions for reducing NOx in section 33-1122(7);

~~(I) Standby, emergency generators may operate for no more than fifty-two (52) hours per year, except in an emergency situation where the primary power is unavailable in the community;~~

~~(J) Testing and maintenance of standby, diesel generators may only occur between the hours of 7:00 a.m. and 5:00 p.m.~~

(2) A plot plan shall be required for facilities that retrofit operations to incorporate co-generation, electric production involving any amount of electricity, ~~or for facilities with a maximum production capability of five (5) kilowatts of power through non-co-generation electric production.~~ The application shall include the following:

(A) All buildings, structures and landscaping should be compatible with surrounding development;

(B) Pollutants generated in producing electricity by the facility shall be demonstrated to constitute the lowest available emission rates;

(C) The energy generated is intended to serve facilities on-site;

(D) Noise levels produced by the generator shall comply with noise ordinance standards for the zone based on twenty-four (24) hour operation.

(c) Standby/emergency/back-up generators, including those proposed for previously approved discretionary projects, and portable generators associated with a temporary event shall conform to the following criteria:

(A) The energy generated is intended to serve facilities on-site during outages of the primary power or during a temporary event;

(B) Noise levels produced by the generator shall comply with noise ordinance standards for the zone based on twenty-four (24) hour operation;

(C) All buildings, structures and landscaping should be compatible with surrounding development;

(D) Standby, diesel generators shall demonstrate that the best available technology is being utilized;

(E) Standby, emergency generators may operate for no more than fifty-two (52) hours per year, except in an emergency situation where the primary power is unavailable in the community;

(F) Testing and maintenance of standby, diesel generators may only occur between the hours of 7:00 a.m. and 5:00 p.m.

**ITEM #6:**

**SECOND DWELLING UNITS IN OLD ESCONDIDO NEIGHBORHOOD HISTORIC DISTRICT – Articles 65 and 70**

To change to staff review via Plot Plan application with design review by the HPC.

**SUBITEM #6A - Article 65 –Old Escondido Neighborhood**

Add as a permitted accessory use in sec. 33-1373 and delete as a conditional use in sec. 33-1374(c) & (e).

**Sec. 33-1373. Permitted accessory uses and structures.**

- (a) Accessory uses and structures are permitted in the Old Escondido Neighborhood, provided they are incidental to, and do not substantially alter the character of the permitted principal use or structure (i.e., garage, storage, shed, etc.). Accessory uses and structures are permitted according to section 33-162 (R-1 zone) of this zoning code.
- (b) Second dwelling units as defined in section 33-8, subject to plot plan review in conformance with Article 70 of this chapter.

**Sec. 33-1374. Conditional uses.**

(c) No new structures shall be permitted for any conditional uses, ~~with the exception of second dwelling units as defined in section 33-8 and pursuant to section 33-1374(e).~~ All signs must conform to section 33-1379 of this article. Any use or structure permitted or conditionally permitted by this zone and involving hazardous materials is subject to the conditional use permit requirements of Article 30 of this chapter.

~~(e) Second dwelling units shall be permitted with the approval of a conditional use permit and shall conform to sections 33-1470 through 33-1476 of this chapter.~~

**SUBITEM #6B: Article 70 – Second Dwelling Units**

Add an exception for the OEN in sec. 33-1471; sec 33-1472; and 33-1474(c) to allow detached second dwelling units.

**Sec. 33-1471. Definition.**

Second dwelling unit means a secondary, but independent living facility which is located or established on the same lot as an existing single family residence (for purposes of this article this existing residence shall be termed “the primary residence”). It includes permanent provisions for living, sleeping, eating, cooking and sanitation. A second dwelling must be attached to the primary residence; except in the Old Escondido Neighborhood historic district where second dwelling units may be detached when the unit is accessed from an alley or located over a detached garage.

Outside the Old Escondido Neighborhood historic district, aA second dwelling unit shall be attached to the existing dwelling unit by a contiguous, shared wall and shall also have access from the living area of the primary structure.

For purposes of this article, living area means the interior habitable area of a dwelling unit including basements and attics, but does not include a garage or any accessory structure.

**Sec. 33-1472. Permitted zones.**

Second dwelling units shall be permitted in the RA, RE, R1, R2, R3 and R4 zones on properties with only one (1) single-family residence on the lot, subject to the approval of a second dwelling unit permit. Second dwelling units within the Old Escondido Neighborhood shall observe the same standards and review procedures required of similar building expansions and new structures in that neighborhood. Second dwelling units shall not be permitted on property developed in a planned development zone or as a part of a planned unit approval, unless approved as a part of the original PD or PUA and the subject lot is not less than six thousand (6,000) square feet in size.

**Sec. 33-1474. Development standards.**

(c) Location on lot. Second dwelling units must be physically attached to the primary structure by a substantial contiguous wall and shall also have access from the primary structure; except for second dwelling units proposed in the Old Escondido Neighborhood historic district where second dwelling units may be detached when the unit is accessed from an alley or located over a detached garage.

**ITEM #7:**

**LOCAL REGISTER PROPERTIES – Article 40**

Streamline designation of local register properties to the HPC by revising sec. 33-794(b)(3) and (d); deleting subsection (c); and revising sec. 33-795 as shown below.

**Sec. 33-794(b). Procedure and criteria for local register listing or local landmark designation.**

(3) The HPC ~~and city council shall each hold a duly noticed public hearing meeting.~~ In their review of the request for local register listing or local landmark designation, the HPC ~~and the city council shall consider the criteria listed in this section.~~

~~(c) Notification of action. No later than five (5) working days following the city council's action, the decision of the city council shall be filed with the city clerk and a notice thereof shall be mailed to the applicant at the address shown on the application.~~

(~~c~~) Criteria. Prior to granting a resource local register or historical landmark status, the ~~city council~~HPC shall consider the definitions for historical resources and historical districts and shall find that the resource conforms to one (1) or more of the criteria listed in this section. A structural resource proposed for the local register shall be evaluated against criteria number one (1) through seven (7) and must meet at least two (2) of the criteria. Signs proposed for the local register shall meet at least one (1) of the criteria numbered eight (8) through ten (10). Landscape features proposed for the local register shall meet criterion number eleven (11). Archaeological resources shall meet criterion number twelve (12). Local register resources proposed for local landmark designation shall be evaluated against criterion number thirteen (13). The criteria are as follows:

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

(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;

(3) Escondido historical resources that are connected with a business or use that was once common but is now rare;

- (4) Escondido historical resources that are the sites of significant historic events;
- (5) Escondido historical resources that are fifty (50) years old or have achieved historical significance within the past fifty (50) years;
- (6) Escondido historical resources that are an important key focal point in the visual quality or character of a neighborhood, street, area or district;
- (7) Escondido historical building that is one of the few remaining examples in the city possessing distinguishing characteristics of an architectural type;
- (8) Sign that is exemplary of technology, craftsmanship or design of the period when it was constructed, uses historical sign materials and is not significantly altered;
- (9) Sign that is integrated into the architecture of the building, such as the sign pylons on buildings constructed in the Modern style and later styles;
- (10) Sign that demonstrates extraordinary aesthetic quality, creativity, or innovation;
- (11) Escondido landscape feature that is associated with an event or person of historical significance to the community or warrants special recognition due to size, condition, uniqueness or aesthetic qualities;
- (12) Escondido archaeological site that has yielded, or may be likely to yield, information important in prehistory;
- (13) Escondido significant historical resource that has an outstanding rating of the criteria used to evaluate local register requests. (Ord. No. 2000-23, § 4, 9-13-00; Ord. No. 2008-16, § 4, 7-16-08)

**Sec. 33-795. Procedure and criteria for rescinding local register or landmark status.**

(a) Submittal. Any person may submit a written request to the planning division to remove his or her resource from the local register or to rescind a local landmark designation. The application shall be made on forms provided by the city.

(b) Review. ~~The HPC and city council shall each hold a duly noticed public hearing meeting.~~ In their review of the request to remove a local register or landmark designation, the HPC ~~and the city council shall~~ consider the criteria listed in this section. Upon rescission, any associated Historic Property Preservation Agreement (Mills Act agreement) will be cancelled.

~~(c) Notification of Action. No later than five (5) working days following the city council action, the decision of the city council shall be filed with the city clerk and a notice thereof shall be mailed to the applicant at the address shown on the application.~~

(d) Criteria. The criteria listed in this section shall be used to determine whether to remove a resource from the local register or to rescind its local landmark designation.

(1) New documentation has been presented disproving the information upon which the resource was placed on the local register or given landmark status;

(2) Evidence has been presented showing that modifications and alterations to the resource have eliminated the distinctive architectural features that warranted its placement on the local register or its designation as a local landmark. (Ord. No. 2000-23, § 4, 9-13-00; Ord. No. 2008-16, § 4, 7-16-08)

**ITEM #8:**

**TRANSIENT LODGINGS – ARTICLE 63**

To streamline the public hearing review to Planning Commission only and minor cleanup of references.

**Sec. 33-1342. Permitted zones.**

Transient lodging facilities shall be permitted or conditionally permitted in the ~~CG, CT and CBD~~ commercial zones according to sec. 33-332 of Article 16 of this Chapter ~~subject to a conditional use permit approved by the city council upon recommendation from the planning commission.~~ Transient lodging facilities shall also be allowed within adopted specific plans subject to the language of the applicable specific plan, ~~pursuant to a conditional use permit approved by the city council upon recommendation from the planning commission.~~ The development criteria shall also apply to transient lodging proposals in the PD zones; however, no formal CUP application need be processed concurrently with the planned development application.

**Sec. 33-1343. Market analysis.**

As part of the CUP application, a market analysis shall be submitted to the city. In order that sufficient data suitable for review is presented, the planning department shall establish a region to be encompassed by the market analysis. The market analysis shall address existing facilities, including the number and type of rooms and types of amenities; the proposed facility, including the number and type of rooms and proposed amenities; and the expected market from which the new facility will draw. In addition, the market analysis shall discuss the vacancy rates of existing facilities and the expected effect the proposed facility will have on the existing market. The market analysis shall be prepared by a qualified individual such as a fiscal or marketing consultant, to the satisfaction of the director ~~of planning and building.~~ The intent of the market analysis is to establish the need for the type of transient lodging being proposed and to give the city some type of assurance that the additional rooms will be absorbed by the market.

**Sec. 33-1344. Design guidelines.**

Proposals for transient lodging facilities shall comply with the design guidelines for transient lodging facilities, set forth as in this section, as well as the design review guidelines which have been established for all commercial projects.

DESIGN GUIDELINES  
FOR  
TRANSIENT LODGING FACILITIES

These design guidelines are prepared as a checklist of items that affect the physical aspect of hotel/motel developments. They are not intended to restrict creativity or to limit imagination in proposals, but rather, to assist both developers and staff in preparing and reviewing projects for satisfactory design and aesthetics. ~~Please refer to Zoning Ordinance Section 1070A for zone restrictions and application requirements.~~

The overall appearance of a transient lodging facility is a product of the site design and the features offered, the relation of the site to surrounding areas, the relation of the buildings on-site and the bulk and scale of those buildings, the landscaping, lighting and signage of the facility as well as the materials and colors used and the design and location of the parking areas. Often, a creative solution to site-specific constraints results in a project highlight and a benefit to surrounding properties.

**Sec. 33-1344 – I. TYPES OF TRANSIENT LODGING FACILITIES –Sec. B**

B. Minimum Parcel Size. The site for a proposed facility ~~shall~~ shall meet the minimum lot size requirement for the underlying zone. Refer to the Zoning Ordinance for the minimum setback, height and floor area ratio requirements.

**Sec. 33-1344 - VII. PARKING AREAS AND ACCESS** (Refer to ~~Zoning Ordinance Section 1077~~ Article 39 of this Chapter for specific parking regulations.)

**Sec. 33-1344 - VIII. LIGHTING DETAILS** (Refer to ~~Zoning Ordinance Section 1072~~ Article 35 of this Chapter for specific outdoor lighting regulations.)

**Sec. 33-1344 - XII. CIVIC DEVELOPMENT SUFFIX DOWNTOWN SPECIFIC PLAN PROJECTS**

Proposals for facilities in ~~any zone modified by the CD (Civic Development) suffix~~ the Downtown Specific Plan Area shall consider the following:

- A. Consider providing a full service type of facility, capable of accommodating meetings and conventions; that may from time to time be associated with the civic center of the City.
- B. Relate the design of the site and buildings to the surrounding built environment, to be compatible with the architecture, scale and color of the civic core.

**Sec. 33-1345. Threshold standards for existing facilities.**

(a) The requirements for a conditional use permit under this section shall apply to existing facilities when one of the following occurs:

- (1) A facility is remodeled by more than twenty-five (25) percent of the replacement costs as determined by a building department official;
- (2) The number of rooms is altered or uses changed;
- (3) There is an increase of more than three thousand (3,000) square feet or more than a ten (10) percent increase for hotels larger than thirty thousand (30,000) square feet.

(b) Upon written application, the requirement for a CUP and/or market analysis for modification to existing facilities may be waived if the director ~~of planning and building~~ finds:

- (1) That it can be seen with certainty that the proposed renovations will not have a negative effect on the community or area plan for the area in which the facility is located;
- (2) That the proposed renovations are consistent with the goals and policies of the adopted general plan;
- (3) That the proposed renovations are so minor in nature that to require a CUP and/or a market analysis would be unduly burdensome in relationship to the scale of the project;
- (4) That it can be seen with certainty that the proposed renovations will have a negligible effect on the existing market for the type of rooms provided; or
- (5) It can be demonstrated that modifications are necessary to maintain health and safety standards pursuant to city, county and state regulations.

**Sec. 33-1346. Required findings.**

In addition to findings required for conditional use permits by section 33-1203 of Article 61 of this chapter, before any conditional use permit for transient lodgings can be granted or modified, the following findings shall be made:

- (a) The proposed transient lodging facility will not in itself or in combination with others significantly affect the city's ability to achieve a balanced range of transient lodging facilities;
- (b) The site is appropriate for transient lodging uses in that it is sufficiently accessible, is compatible with surrounding uses and is large enough to incorporate sufficient buffers and appropriate amenities;
- (c) The amenities and design features are appropriate for both the location and target population;
- (d) The facility conforms with any applicable specific plan and area plan criteria;
- (e) The location does not create problems which would adversely affect the city's objectives of maintaining a balanced range of lodging facilities; and
- (f) The project design incorporates the design guidelines established for transient lodging facilities.

**ITEM #9**

**SIGNS – ARTICLE 66**

To reduce design review of certain signs to staff level by revising sec. 33-1395.2(a) and putting information in a table; and revising several other sections as shown below.

**Sec. 33-1395.2. Sign standards—Freestanding signs—CG and CN zones.**

(a) Size. The maximum size of freestanding signs shall be determined by the size of the lot or commercial center according to the following chart:

<u>Lot/Center Size</u>	<u>Column A</u>		<u>Column B</u>	
	<u>Maximum size without design review</u>		<u>Maximum size with staff design review</u>	
	<u>Area</u>	<u>Height</u>	<u>Area</u>	<u>Height</u>
a. Up to 7,000 SF (.16 ac)	10 SF	4'*	20 SF	15'
b. 7,001 - 10,000 SF (.23 ac)	20 SF	4'*	40 SF	15'
c. 10,001 - 25,000 SF (.57 ac)	30 SF	6'	60 SF	15'
d. 25,001 - 43,560 SF (1 ac)	30 SF	6'	80 SF	15'
e. 1+ ac - 3 ac	30 SF	6'	100 SF	15'
f. 3+ ac - 7 ac	30 SF	6'	125 SF	20'
g. 7+ ac	30 SF	6'	150 SF	30'

**~~Permitted Freestanding Signs (CG and CN)~~**

**~~Column A: Maximum Size With Staff Review~~**

<u>Lot/Center Size</u>	<u>Area</u>	<u>Height</u>
a. Up to 7,000 SF (.16 ac)	10 SF	4'*
b. 7,001 - 10,000 SF (.23 ac)	20 SF	4'*

<del>Lot/Center Size</del>	<del>Area</del>	<del>Height</del>
<del>e. 10,001—25,000 SF (.57 ac)</del>	<del>30 SF</del>	<del>6'</del>
<del>d. 25,001—43,560 SF (1 ac)</del>	<del>30 SF</del>	<del>6'</del>
<del>e. 1+ ac—3 ac</del>	<del>30 SF</del>	<del>6'</del>
<del>f. 3+ ac—7 ac</del>	<del>30 SF</del>	<del>6'</del>
<del>g. 7+ ac</del>	<del>30 SF</del>	<del>6'</del>

**Column B: Maximum Size With  
Planning Commission Review**

<del>Lot/Center Size</del>	<del>Area</del>	<del>Height</del>
<del>a. Up to 7,000 SF (.16 ac)</del>	<del>20 SF</del>	<del>15'</del>
<del>b. 7,001—10,000 SF (.23 ac)</del>	<del>40 SF</del>	<del>15'</del>
<del>c. 10,001—25,000 SF (.57 ac)</del>	<del>60 SF</del>	<del>15'</del>
<del>d. 25,001—43,560 SF (1 ac)</del>	<del>80 SF</del>	<del>15'</del>
<del>e. 1+ ac—3 ac</del>	<del>100 SF</del>	<del>15'</del>
<del>f. 3+ ac—7 ac</del>	<del>125 SF</del>	<del>20'</del>
<del>g. 7+ ac</del>	<del>150 SF</del>	<del>30'</del>

\* Signs with appropriately designed bases may be up to five (5) feet high.

Individual signs which do not exceed the maximum sign area and height indicated in column A and column B of the chart in this subsection for the appropriate lot/center size category, and which are consistent with the sign design guidelines, may be approved administratively.

**Sec. 33-1395.3. Sign standards—Freeway-oriented signs—CG and CN zones.**

(b) Type of sign. Freeway-oriented signs may be freestanding pole or monument type signs, wall signs, structures, or other building signs which are determined by the planning commission staff to be consistent with the design guidelines and appropriate for the specific site and development.

(d) Size. The area of the sign shall comply with the corresponding lot center size indicated in the permitted freestanding sign chart in section 33-1395.2(a). For lots/centers twenty-five thousand (25,000) square feet or less in area, larger signs up to a maximum of eighty (80) square feet may be approved by the planning commission staff based on specific site characteristics, the visibility of the sign, and the demonstration of the need for a larger sign to achieve the least obtrusive design solution which provides the necessary visibility.

**Sec. 33-1395.5. Sign Standards—Freestanding signs—CP and HP zones.**

(b) Size. The maximum size of any freestanding sign shall be determined by the size of the lot or professional center according to the following chart:

Lot/Center Size	Column A		Column B	
	Max. Maximum Size Without DRB-Design Review		Max. Maximum Size With DRB Staff Design Review	
	Area	Height	Area	Height
a. Up to 21,000 SF	10 SF	4'	25 SF	8'
b. 21,001 SF – 3 ac	20 SF	6'	50 SF	8'
c. 3+ ac	30 SF	8'	60 SF	12'

\* Signs with appropriately designed bases may be up to five (5) feet high.

Multishingle/panel signs are encouraged in the CP and HP zones (see definition).

Individual signs which do not exceed the maximum sign area and height indicated in column A and column B of the chart in this subsection for the appropriate lot/center size category, and which are consistent with the sign design guidelines, may be approved administratively.

**Sec. 33-1395.11. Sign standards—Super-graphic signs—CG, CN, CP, HP and P-D-C zones.**

(d) If deemed appropriate by the planning commission director, a super-graphic sign may extend above the primary wall line or parapet.

**Sec. 33-1395.12. Sign standards—Signs related to historic buildings and historic signs.**

(a) Historic buildings. Signs for buildings listed in the Escondido historic/cultural resource inventory or on the local register of historic places may deviate from the standards and from the design guidelines if the request is deemed historically appropriate for the significant architectural style of the building and consistent with the historic preservation incentives program. The planning-historic preservation commission shall consider each request on a case-by-case basis.

(b) Advertising structures and signs identified by the historic preservation commission/planning commission as having historic cultural significance may be maintained pursuant to the historic preservation incentives program. The planning-historic preservation commission shall consider each request on a case-by-case basis.



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 Hwy, Room 260  
San Diego, CA 92101

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

**Project Title/Case No.:** Zoning Code Amendment / AZ 16-0006

**Project Applicant:** City of Escondido

**Project Location - Specific:** Citywide

**Project Location - City:** Escondido

**Project Location - County:** San Diego

**Description of Nature, Purpose and Beneficiaries of Project:**

An amendment of the Escondido Zoning Code (EZC) to streamline various review processes to change the reviewing authority and eliminate some public hearings for conditional use permits (CUPs) and other applications, including small lot developments, back-up/emergency generators, second dwelling units in the Old Escondido Neighborhood, easement access, animal boarding, hotels/motels, grading exemptions, listing properties on the local register of historic resources, and certain signs. Changes are proposed to EZC Articles 10,12, 13, 14, 26, 40, 55, 57, 63, 65, 66, and 70. No development project is proposed.

**Name of Public Agency Approving Project:** City of Escondido

**Name of Person or Agency Carrying Out Project:** Rozanne Cherry, Principle Planner, City of Escondido  
Telephone: (760) 839-4536 Address: 201 N. Broadway, Escondido, CA 92025

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

**Exempt Status:**

Exemption. CEQA Section 15061(b)(3) "General Rule".

**Reasons why project is exempt:**

1. The proposed zoning code amendment consists of text changes and does not involve any physical modifications or lead to any physical improvements beyond those typically exempt. The amendment involves only changes to several review processes for existing types of applications and would not have the potential for causing a significant effect on the environment.
2. Future development applications will include environmental review and the preparation of appropriate individual CEQA documents.
3. In staff's opinion, the proposed code amendments would have no impact on fish and wildlife resources, sensitive species or habitat, or affect any cultural or historic resources, since there is no physical development project associated with the code changes.

**Lead Agency Contact Person:** Rozanne Cherry

Area Code/Telephone/Extension (760) 839-4536  
Email: rcherry@escondido.org

Signature: \_\_\_\_\_

*Rozanne Cherry*  
Rozanne Cherry, Principal Planner

9/22/16

\_\_\_\_\_  
Date

Signed by Lead Agency

Date received for filing at OPR:

Signed by Applicant

**HISTORIC PRESERVATION  
COMMISSION**

**Agenda Item No.: H.6  
Date: October 4, 2016**

TO: Historic Preservation Commissioners

FROM: Rozanne Cherry, Principal Planner *RC*

SUBJECT: Boundary alignment between Old Escondido Neighborhood Historic District, and the future South Centre City Area Plan

REQUEST: That the HPC provide comments and a recommendation to staff.

**BACKGROUND:**

The City Manager's staff is working with a consultant to prepare an area plan to replace the existing South Escondido Boulevard Neighborhood Plan (SEB) and the Centre City Residential Overlay Zone (CCR). The new South Centre City Area Plan (SCCAP) will encompass the area on both sides of Center City Parkway between the Downtown Specific Planning Area and I-15 to the south, and generally from Redwood Street to the current eastern boundary of the SEB plan. The consultant has done community outreach to discuss the vision and goals of the area plan, and to solicit preliminary comments from affected neighborhoods. Additional outreach will be made to Neighborhood Groups, including the OEN, and the general public in November/December once the draft SCCAP is completed. The draft SCCAP will also be reviewed by the HPC and Planning Commission prior to action by the City Council.

**DISCUSSION:**

During the early work on the draft SCCAP, staff identified three areas of concern between the boundaries of the OEN district and the future SCCAP involving CG (General Commercial) zoned parcels, as shown in Attachment 1. Staff desires to reconcile the boundaries to prevent overlaps and address potential zoning issues. Potentially six parcels could be affected. The zoning, existing development, adjacent development, existing uses, and ownerships of the parcels were evaluated as detailed in the subsequent Attachments 3-6. Staff also considered the existing protections and development review processes established under Zoning Code Article 40 - Historical Resources and Article 65 - Old Escondido Neighborhood, and CEQA requirements. Based on the evaluations discussed for each parcel in the attachments, staff recommends that five parcels zoned CG and currently located within the OEN district be taken out of the district and included in the SCCAP boundary within the proposed Escondido Boulevard District with the Mixed Use Overlay. One parcel (Attachment #3) is not included in the OEN and staff is recommending that it be included in the SCCAP boundary.

The Escondido Boulevard District/Mixed Use Overlay is envisioned for street-level retail, restaurants/outdoor cafes, entertainment, office, and personal/business service uses. These uses could include bed & breakfasts, childcare centers, and artisan spaces. The Mixed-Use Overlay would also allow “flex space” for either residential or commercial use, mixed-use and/or residential-only uses which would support adaptive reuse of the existing structures on the CG zoned parcels. Locating the subject parcels in this district would also eliminate the conflicting situation of the existing non-conforming residential use on a commercially zoned parcel within the OEN district that discourages nonresidential uses and requires development in accordance with R-1- Single-Family Residential standards outside of the specified adaptive reuse area. Adjusting the boundary of the OEN and SCCAP district does not require a change of zoning designation for the properties, but allows the existing structures and uses to continue as they are with greater flexibility for future adaptations. Future changes to the subject parcels would still be evaluated for potential historical/cultural impacts under CEQA and EZC Article 40.

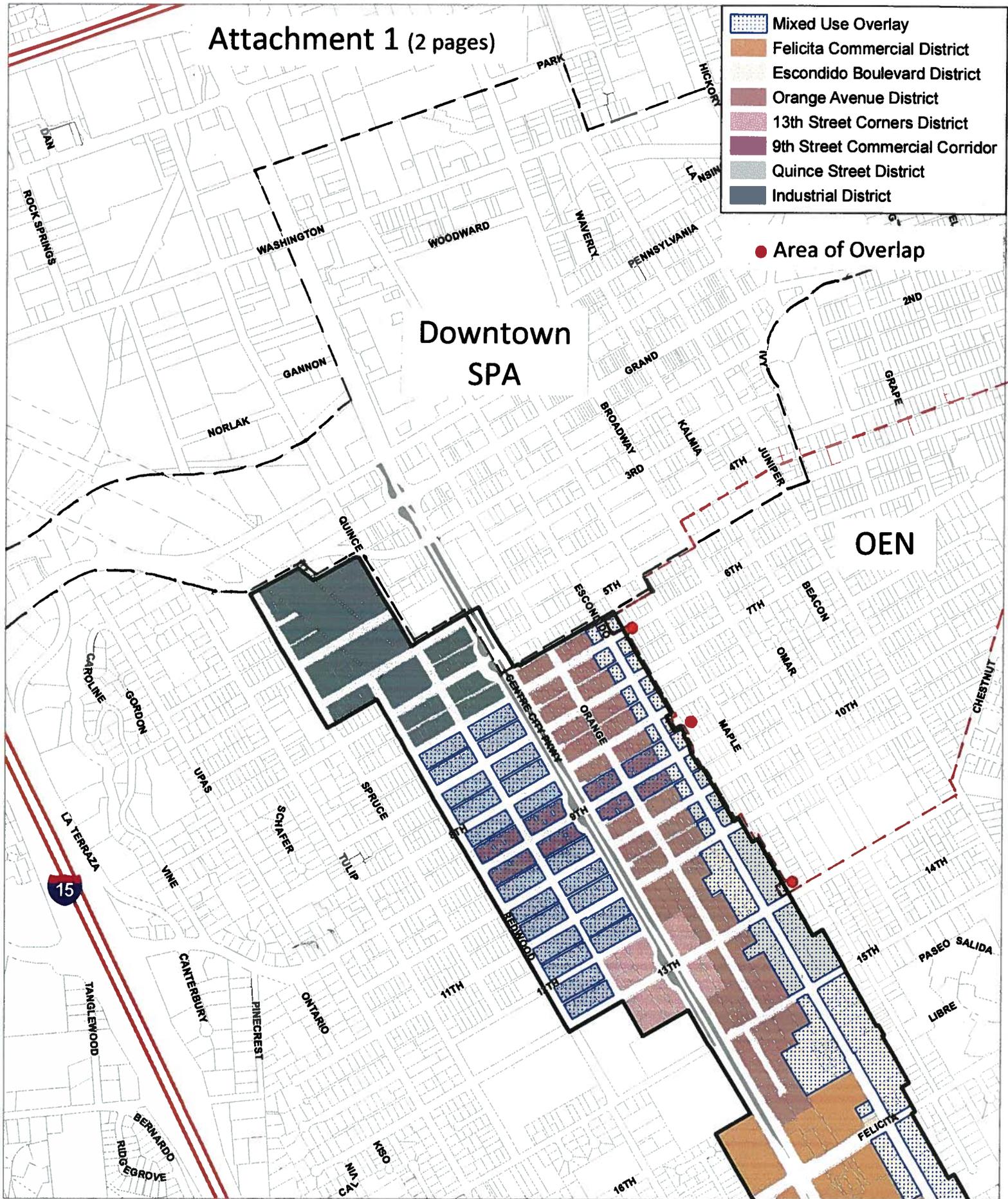
**STAFF RECOMMENDATION:**

Support modifying the boundaries of the Old Escondido Neighborhood Historic District as shown on Attachment 2.

# Attachment 1 (2 pages)

-  Mixed Use Overlay
-  Felicita Commercial District
-  Escondido Boulevard District
-  Orange Avenue District
-  13th Street Corners District
-  9th Street Commercial Corridor
-  Quince Street District
-  Industrial District

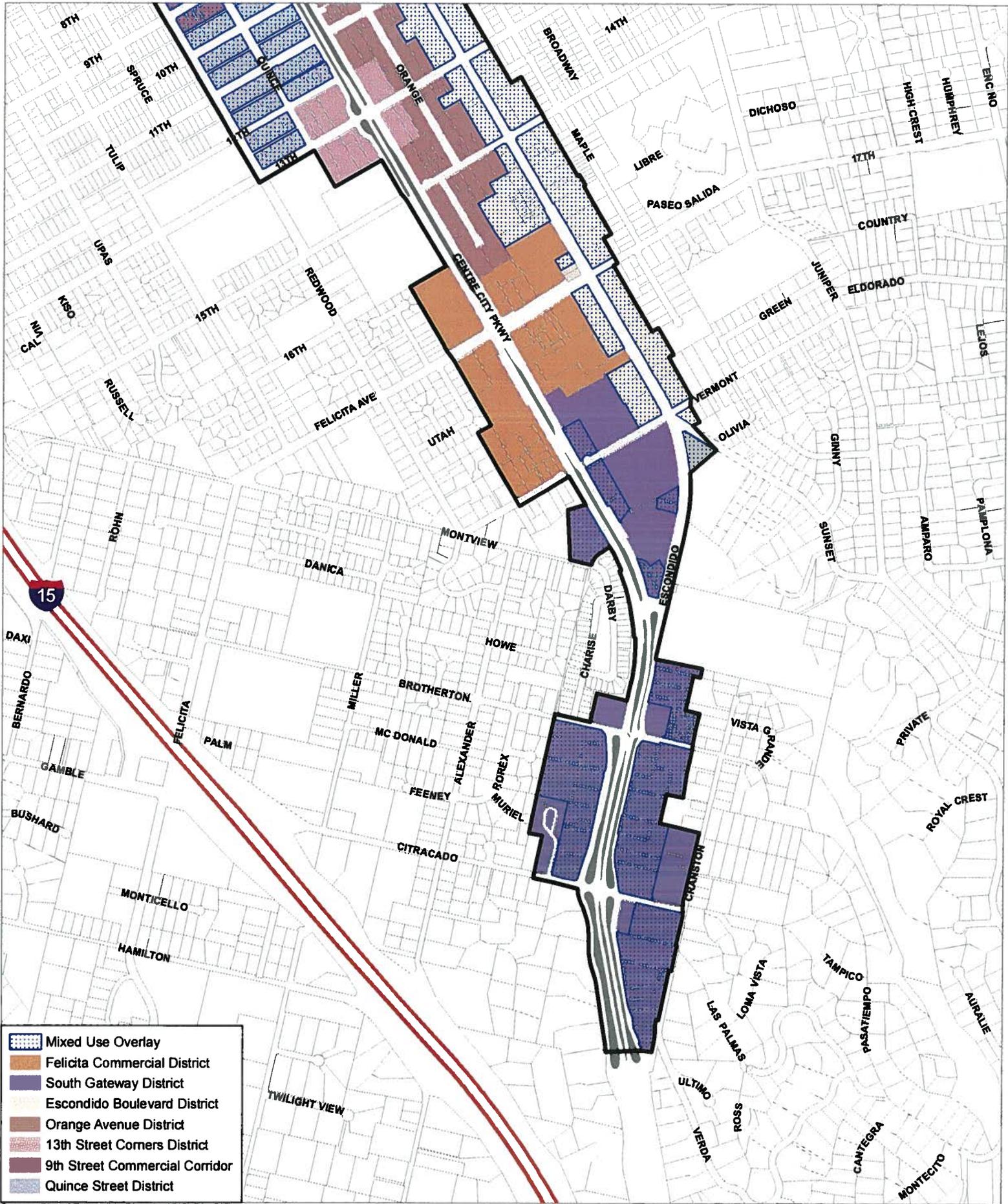
 Area of Overlap



Source: City of Escondido Planning/GIS, SanGIS



## DRAFT South Centre City Area Plan (1a)



- Mixed Use Overlay
- Felicita Commercial District
- South Gateway District
- Escondido Boulevard District
- Orange Avenue District
- 13th Street Corners District
- 9th Street Commercial Corridor
- Quince Street District

Source: City of Escondido Planning/GIS, SanGIS



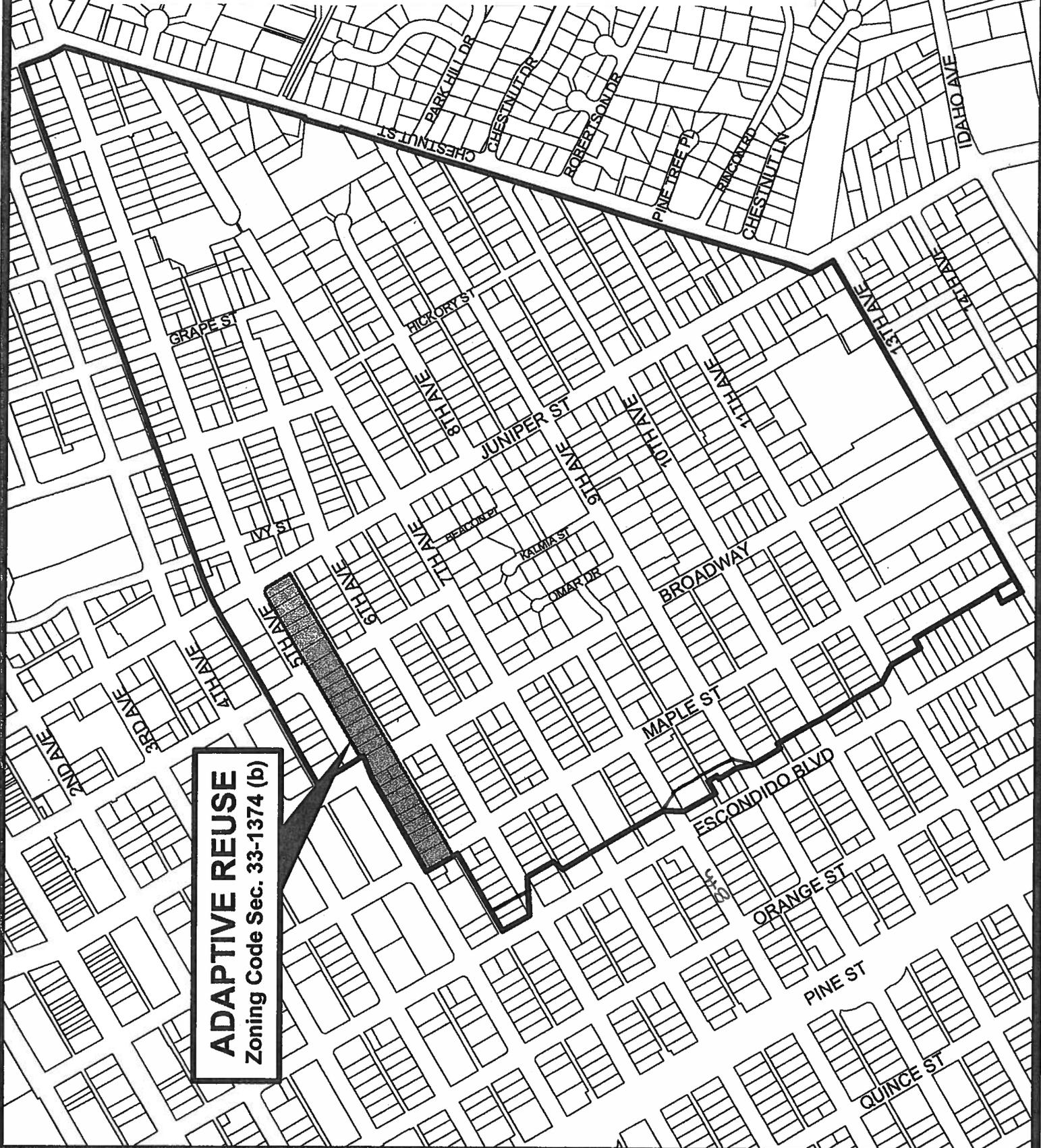
**DRAFT** | **South Centre City Area Plan (1b)**

**South Escondido Blvd & South Quince Street Area Plan**

S:\GIS\Projects\Comm\Development\20150605\_Jay\_Petrek\_South\_Escondido\_Bld & South\_Quince\_Street\_Area\_Plan\South\_Escondido\_Bld and South\_Quince\_Street\_Area\_Plan\_letter\_sized\_South\_area\_with\_districts.mxd

# Attachment 2

## Proposed Revised OEN District Boundary (shown in red)



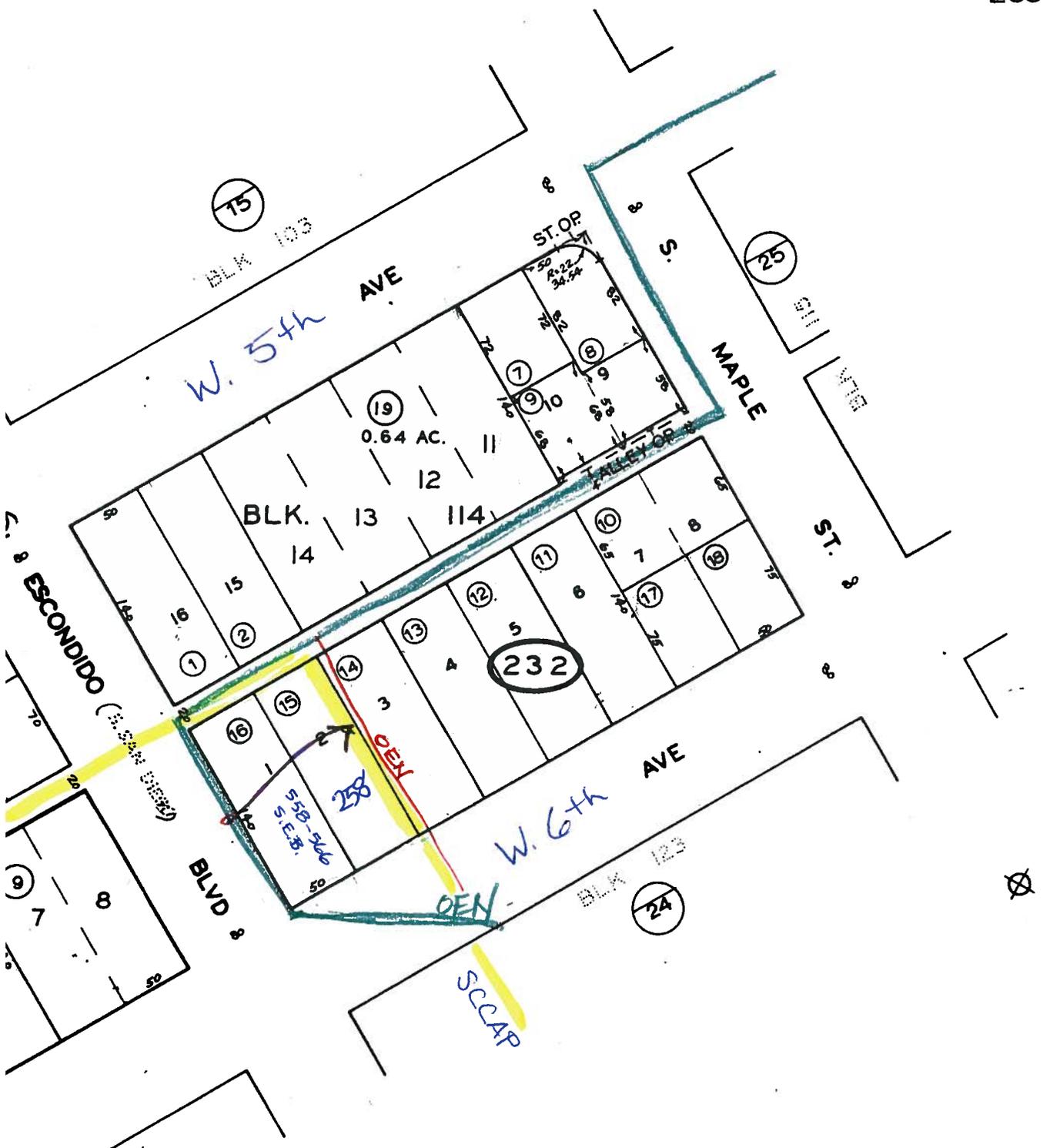
**ADAPTIVE REUSE**  
Zoning Code Sec. 33-1374 (b)

# Attachment 3



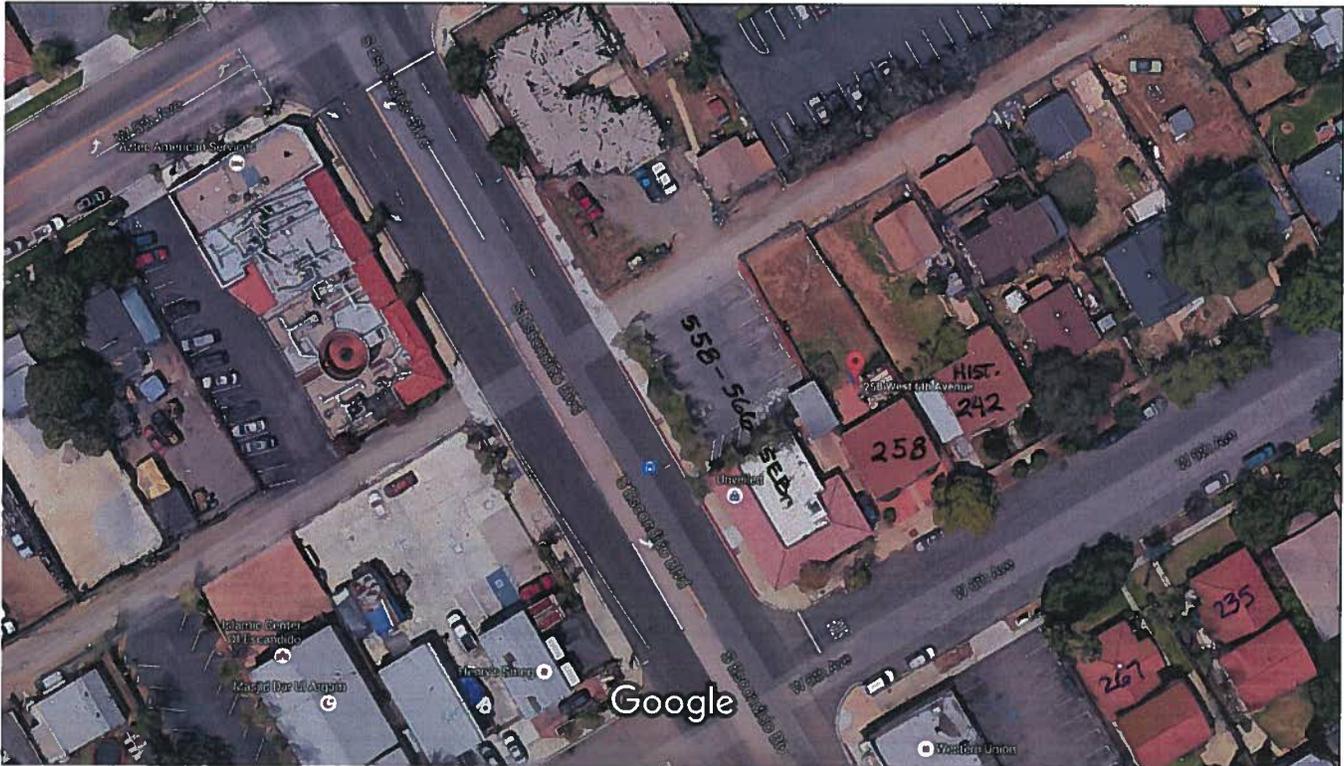
ZONING MAP

258 W. 6th Ave.  
558-566 S. Escandido Blvd



Remove 233-232-15 and 16 from OEN

Google Maps 258 W 6th Ave



Imagery ©2016 Google, Map data ©2016 Google 20 ft



- Not on historic surveys/listings
- CG zone
- No business - Residential use
- Same owner as 558-566 S.E.B.
- Similar appearance & materials as 558-566 S.E.B.
- Potential for office use
- Across street from a business & parking lot

258 W 6th Ave  
Escondido, CA 92025

233-232-15

Rec: Take out of OEN & keep in SCCAP boundary



N.W. Corner  
S Escondido Blvd & 6<sup>th</sup> Ave.



Image capture: Dec 2015 © 2016 Google

Escondido, California

Street View - Dec 2015



558-566 S. Escondido Blvd. 233-232-16

- Not on historic surveys/listings
- CG zone
- Existing businesses
- Frontage on S.E.B.
- Same owner as 258 W. 6<sup>th</sup> Ave.

Rec: Take out of OEN & keep in SCCAP boundary



~~272~~ <sup>258</sup> W 6th Ave

Front of Subject Lot



Image capture: Aug 2015 © 2016 Google

Escondido, California

Street View - Aug 2015



242  
254 W 6th Ave

neighbor to east of 258



Image capture: Aug 2015 © 2016 Google

Escondido, California

Street View - Aug 2015



- 233-232-14
- Contributor
  - Residential use
  - R-1-6 zone / OEN
  - No change proposed

Google Maps

*across street*



Image capture: Aug 2015 © 2016 Google

Escondido, California

Street View - Aug 2015

Google Maps

W 6th Ave

Looking east



Image capture: Aug 2015 © 2016 Google

Escondido, California

Street View - Aug 2015





# Attachment 4

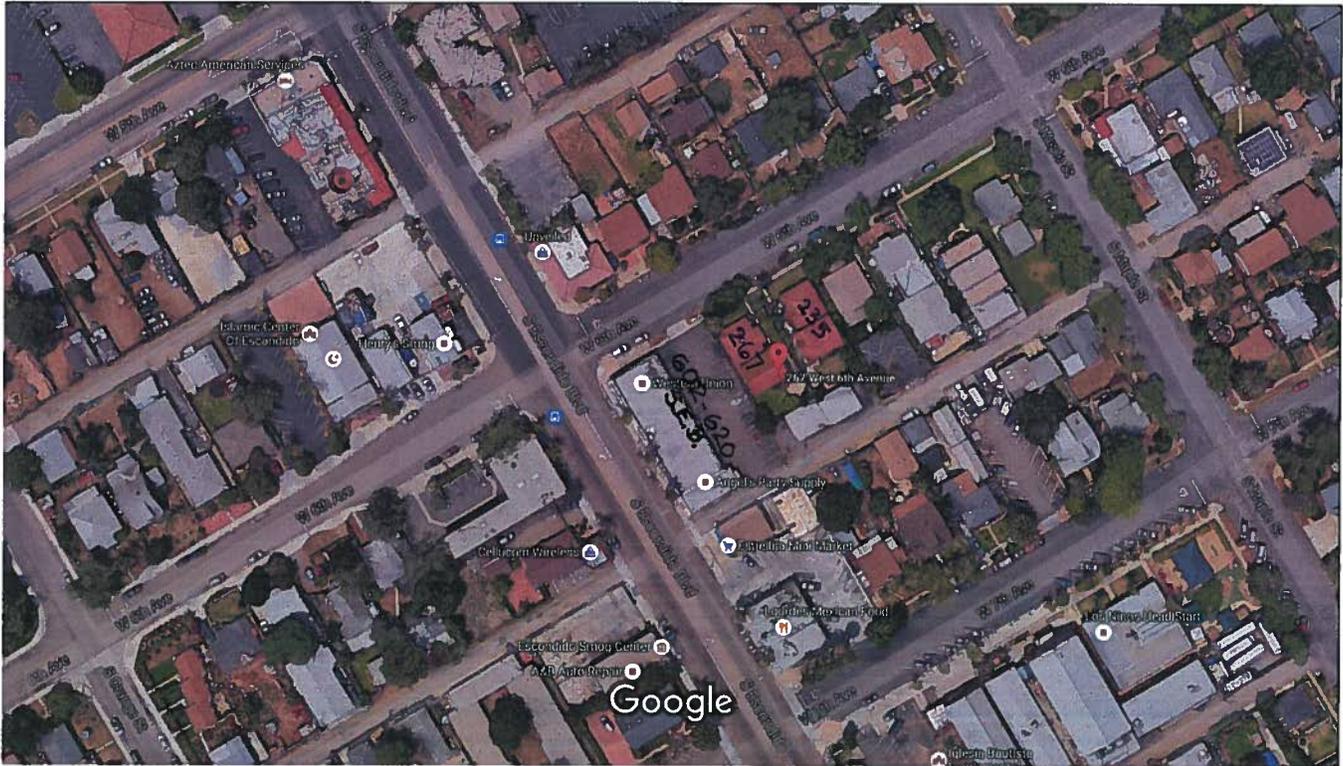


ZONING MAP

267 W. 6<sup>th</sup> Ave.



Google Maps 267 W 6th Ave



Imagery ©2016 Google, Map data ©2016 Google 50 ft



- Not on historic surveys/listing
- CG zone
- No business - Residential use
- Non-conforming duplex
- Adjacent to business parking lot
- Not in OEN
- Different owners than adjacent parcels

267 W 6th Ave (behind trees)  
 Escondido, CA 92025  
 233-242-16

Rec: Incorporate into SCCAP

Google Maps <sup>267</sup>  
~~244~~ W 6th Ave



Image capture: Aug 2015 © 2016 Google

Escondido, California

Street View - Aug 2015



Google Maps ~~280 W 6th Ave~~



Image capture: Aug 2015 © 2016 Google

Escondido, California

Street View - Aug 2015









Move 233-372-02 and 13 out of OEN and incorporate into SCCAP boundary

Google Maps 241 W 8th Ave



Imagery ©2016 Google, Map data ©2016 Google 20 ft



- Not on historic surveys/listings
- CG zones
- Business License for 7 residential units
- Nonconforming use
- Adjacent to business parking lot

241 W 8th Ave  
 Escondido, CA 92025  
 233-372-02

Rec: Take out of OEN and incorporate into SCCAP boundary



Site and commercial to west



Image capture: Jun 2015 © 2016 Google

Escondido, California

Street View - Jun 2015





W 8th Ave *looking east*

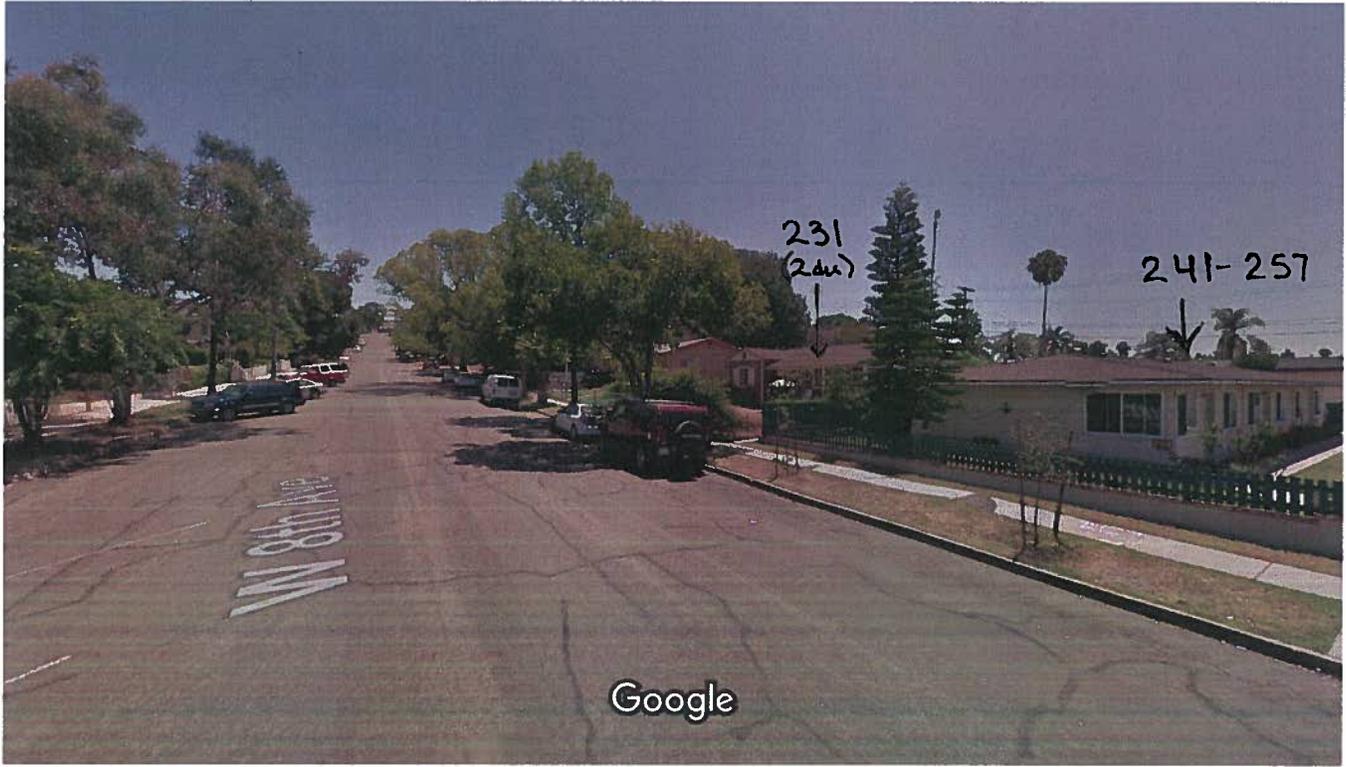
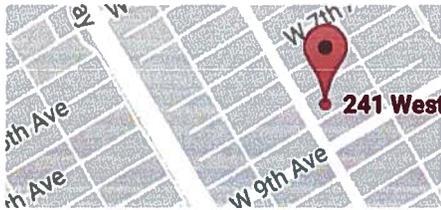


Image capture: Jun 2015 © 2016 Google

Escondido, California

Street View - Jun 2015





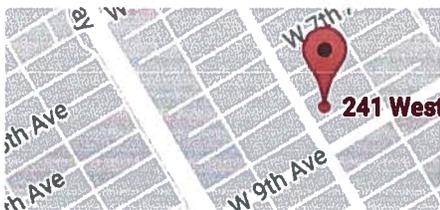
Commercial zone across street  
Mixed use



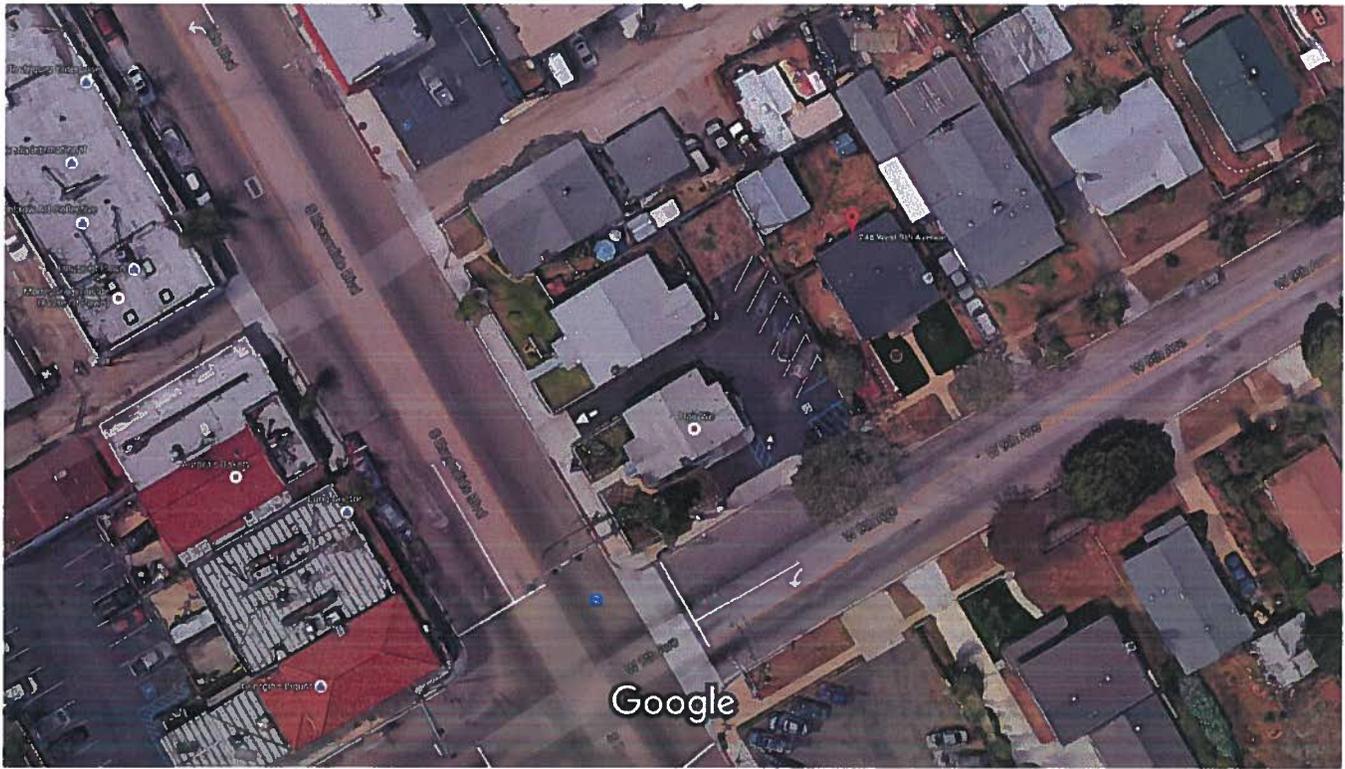
Image capture: Jun 2015 © 2016 Google

Escondido, California

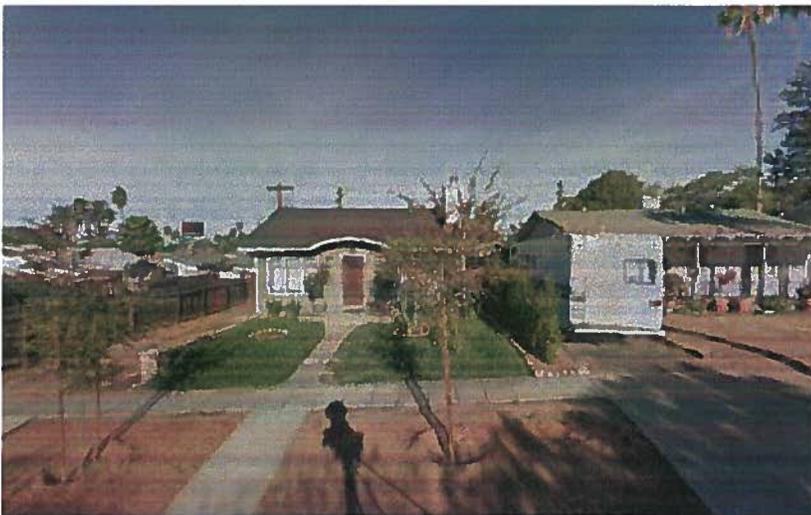
Street View - Jun 2015



Google Maps 248 W 9th Ave



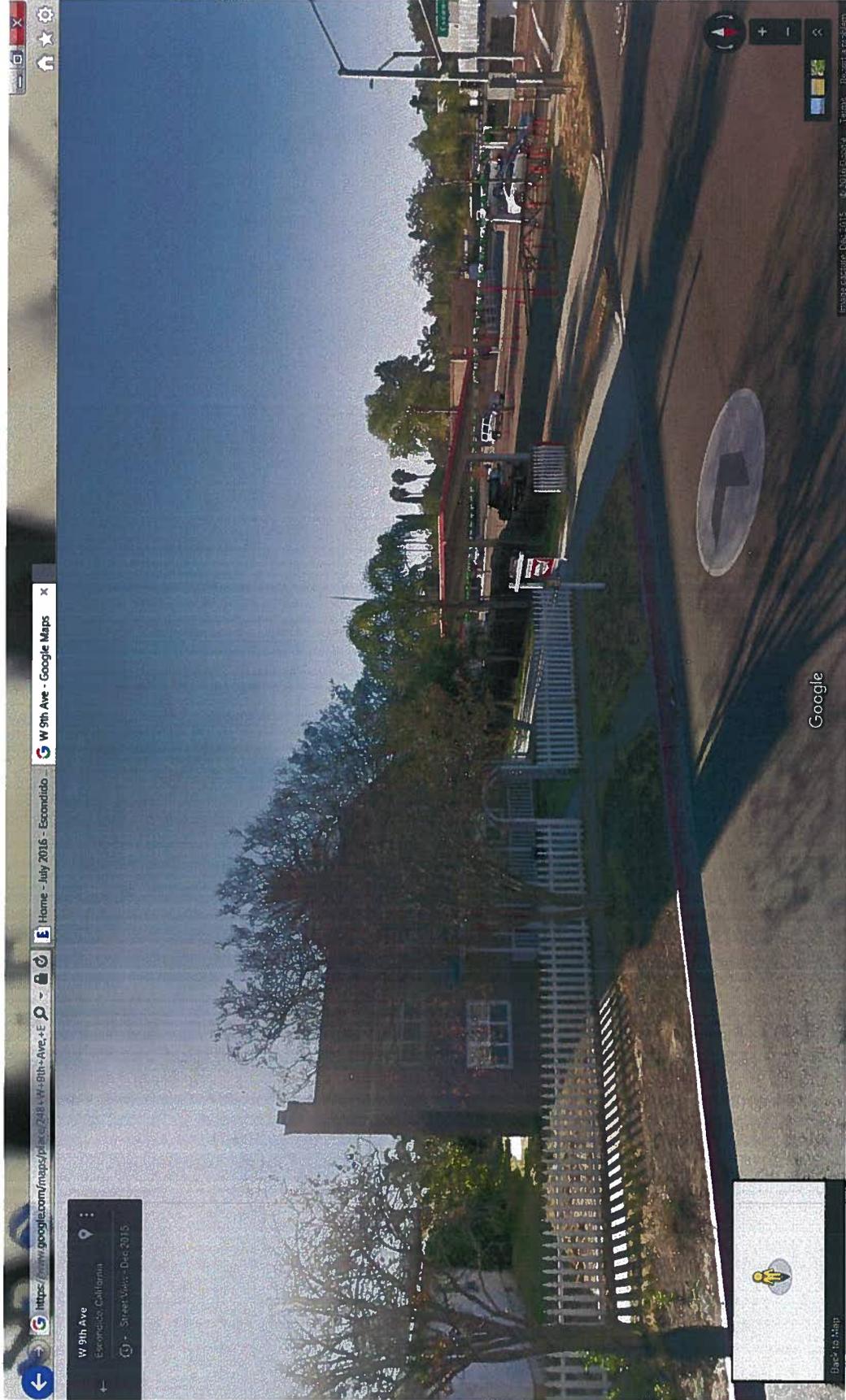
Imagery ©2016 Google, Map data ©2016 Google 20 ft



- Not on historic survey/listings
- CG zone
- No business - Residential use
- Non-conforming SFR
- Adjacent to business parking lot
- Potential to add to westerly commercial uses

248 W 9th Ave  
 Escondido, CA 92025  
 233 - 372 - 13

Rec: Take out of OEN and incorporate into SCCAP boundary.

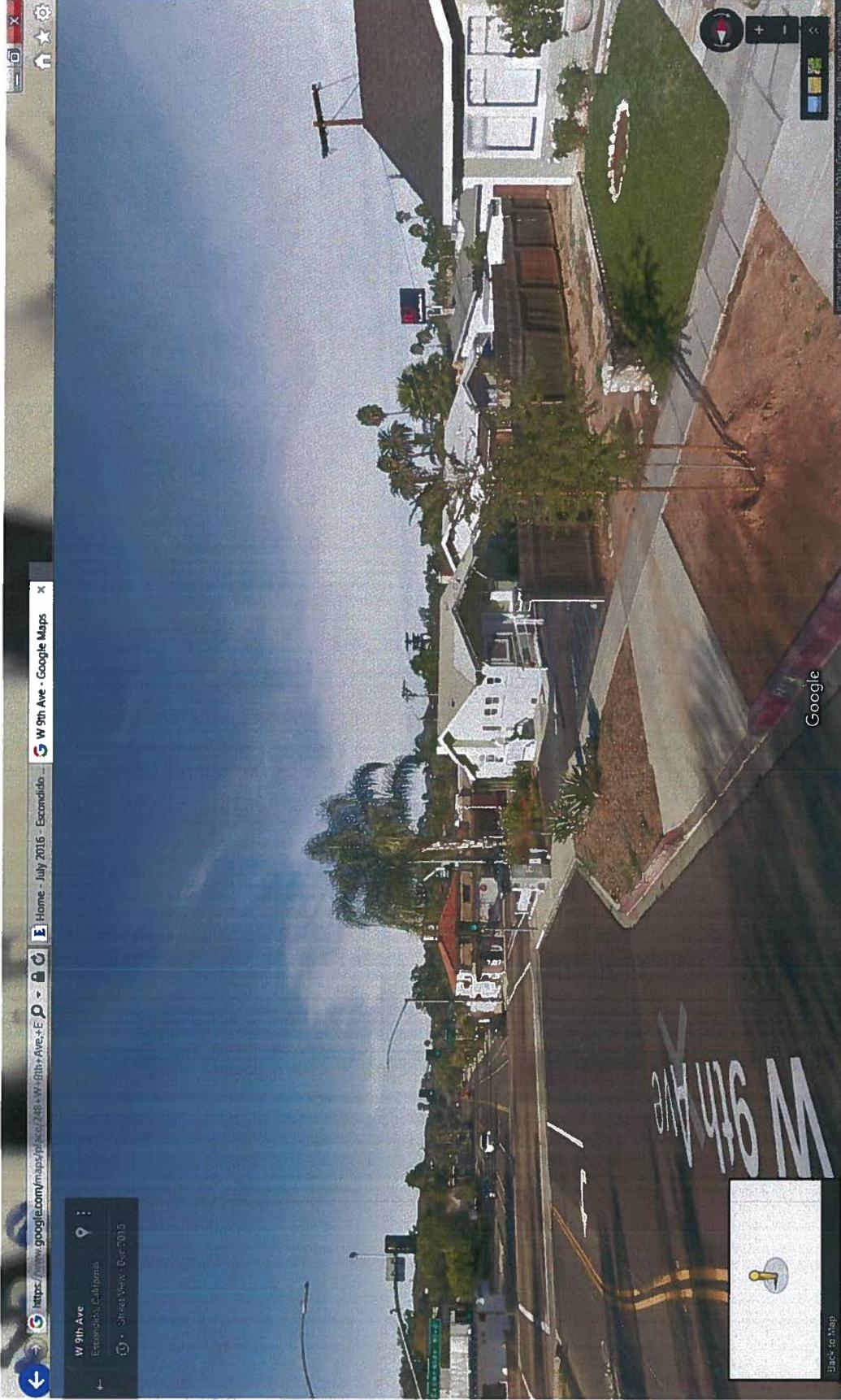


across the street - south side 9th



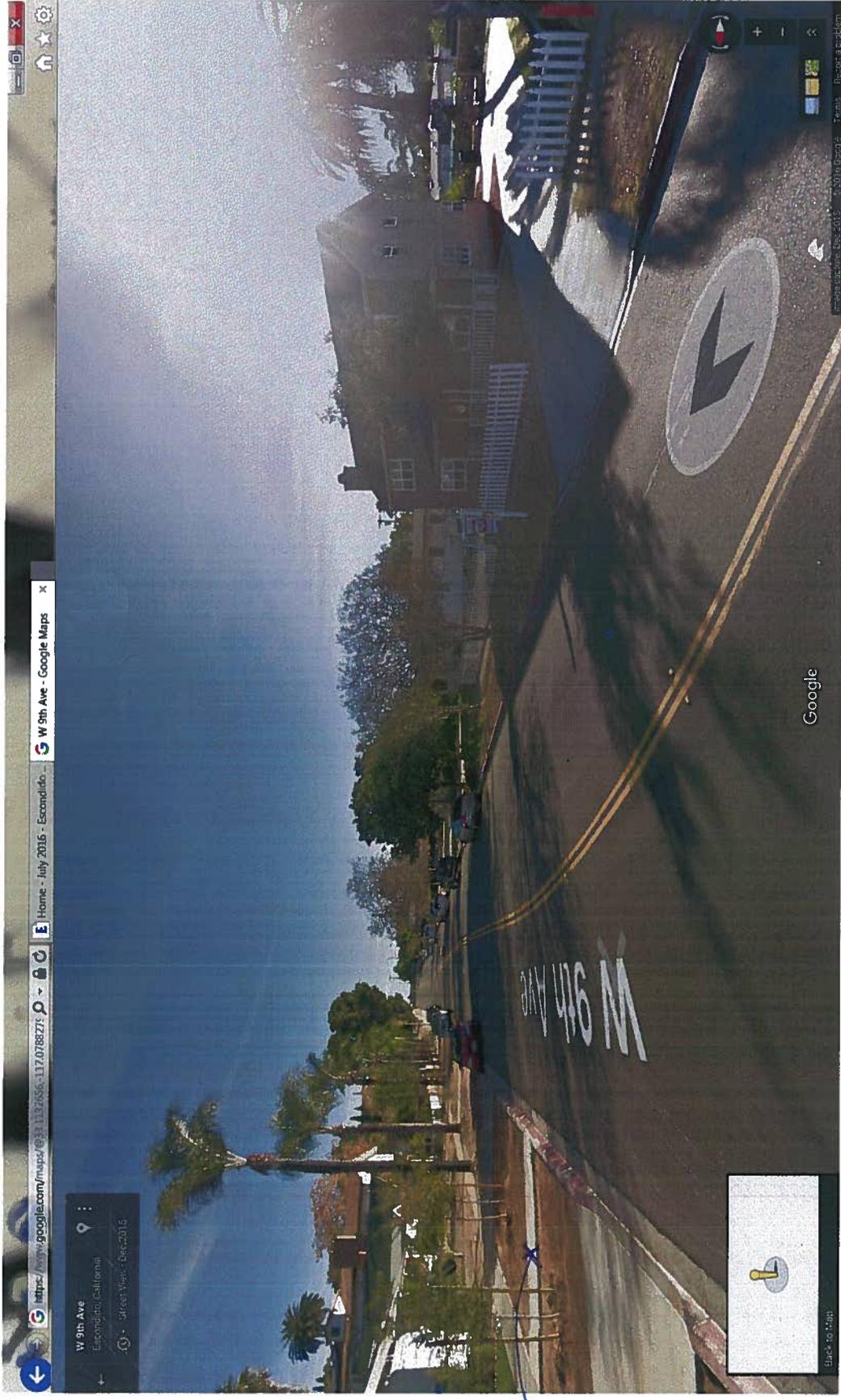
neighbors to east

↑  
subject  
lot



↑  
subject lot

commercial neighbors to west



subject lot

looking east

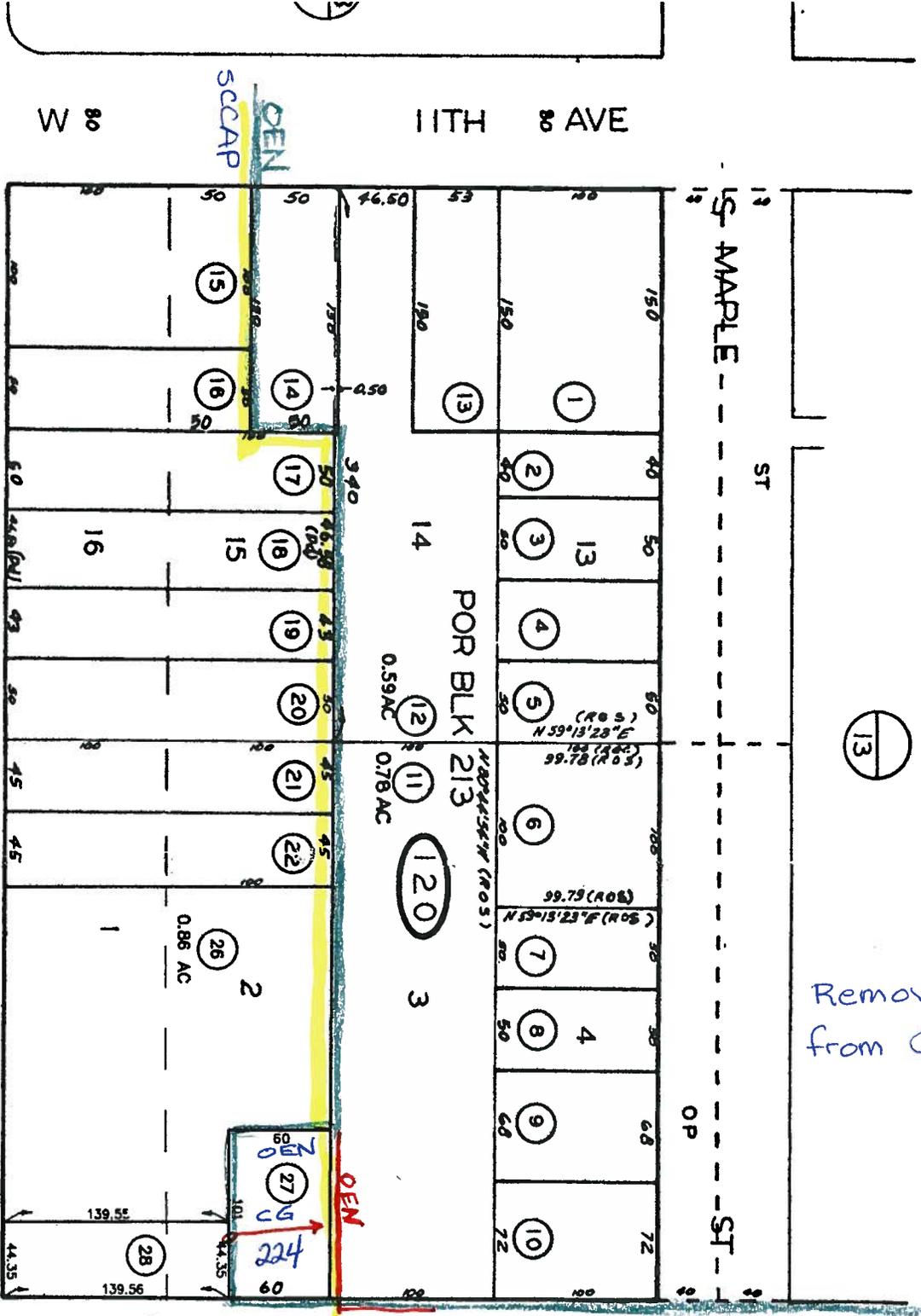


ZONING MAP

224 W. 13th Ave.



236-12  
1:100'



Remove 236-120-27  
from OEN

ESCONDIDO (S SAN DIEGO) BLVD

W 80'

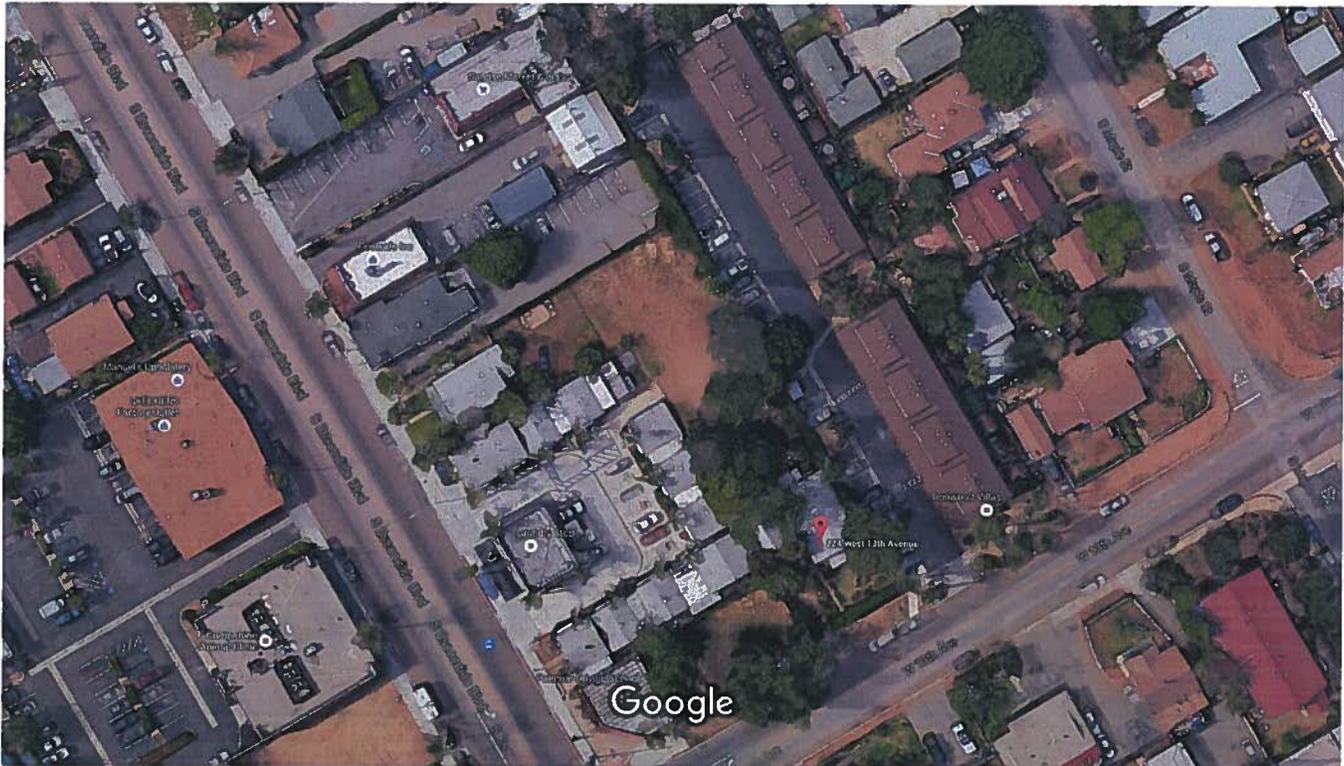
11TH ST AVE

W 80'

13TH ST AVE

SHT 1

Google Maps 224 W 13th Ave



Imagery ©2016 Google, Map data ©2016 Google 20 ft



- Significant in survey
- CG zone
- No business, residential use
- Between apts to east & commercial use to west
- CG zoning across street

224 W 13th Ave  
 Escondido, CA 92025  
 236-120-27

Rec: Take out of OEN & keep in SCCAP boundary

Google Maps

W 13th Ave

Neighbors to the East

*Apts.*



Image capture: Dec 2015 © 2016 Google

Escondido, California

Street View - Dec 2015

1240 SEB

Google Maps

part of driving school lot  
to west



Image capture: Dec 2015 © 2016 Google

Escondido, California

Street View - Dec 2015



Google Maps

W 13th Ave

In front of Subject *across the street*



Google

Image capture: Dec 2015 © 2016 Google

Escondido, California  
Street View - Dec 2015

*CG zone  
commercial use on corner*

Google Maps

~~281~~ W 13th Ave

LOOKING EAST



Image capture: Dec 2015 © 2016 Google

Escondido, California

Street View - Dec 2015



City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

1. Historic Name

2. Common or Current Name

3. Number & Street 224 W. Thirteenth 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 E4929.60

B N36633.00

C Zone 11

D

5. Quad map No. Parcel No. 236-120-23

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 one-story, stucco Craftsman bungalow displays the heavy, widespread characteristics of its style. It has a gently sloping gabled roof facing the street, featuring vertical vents and a second, open gable forming the extended porch. The porch is supported on two tapering, elephantine columns resting on low piers. A third, similar column supports the nearly flat roof of the side porch, which is formed by an extension to the east of the main gable. A prominent, exterior brick chimney with sloping set-offs is located on the west wall. A detached gabled garage is located to the west of the house. No alternations are discernible, though the east side porch and stucco may be early alterations. (Needs research.)

The architectural style is: Craftsman bungalow

The condition is: good

The related features are: detached gabled garage to west

The surroundings are: densely built-up residential

The boundaries are:



8. Planning Agency

City of Escondido

9. Owner and Address

Milton & June Ullman

4786 Mt. Helix Dr.

La Mesa, CA 92047

10. Type of Ownership private

11. Present Use residence

12. Zoning

13. Threats none known

## HISTORICAL INFORMATION

14. Construction Date(s) c1920s                      Original location unknown                      Date moved
15. Alterations & date possible porch to east and stucco cladding
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 appears to be the older house on the block. It displays many features of the true Craftsman style and enhances the architectural richness of the streetscape.

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):

