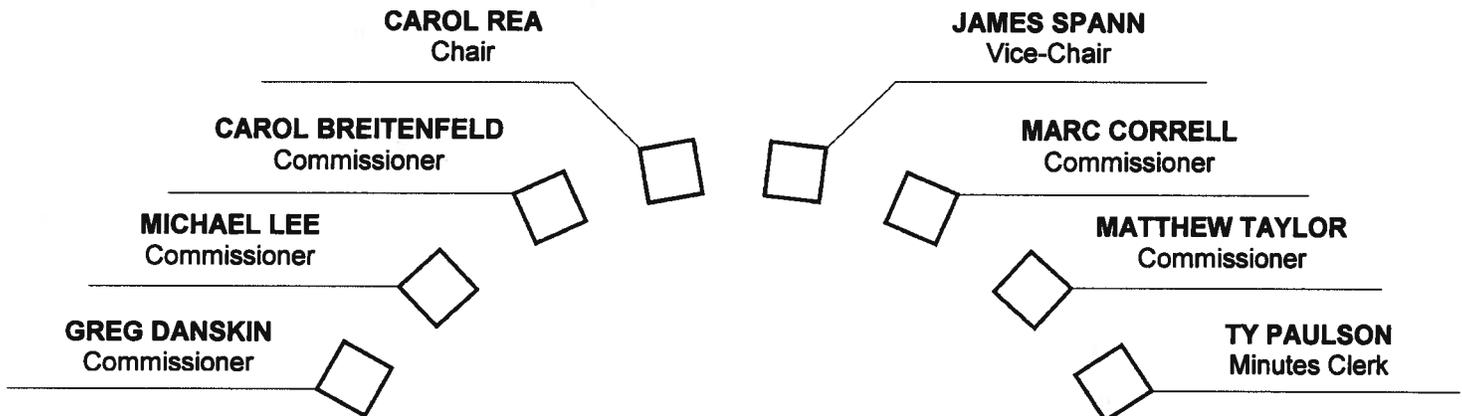


# CITY OF ESCONDIDO

## Historic Preservation Commission and Staff Seating



**HISTORIC PRESERVATION COMMISSION**  
201 N. Broadway  
City Hall Council Chambers

**3:00 P.M.**  
**AGENDA**

**October 6, 2015**

- A. CALL TO ORDER**
- B. FLAG SALUTE**
- C. ROLL CALL**
- D. REVIEW OF MINUTES: August 4, 2015**

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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. MILLS ACT – case no. HP 15-0001

REQUEST: Local Register & Mills Act

ZONING/LOCATION: R-1-6/ 447 & 453 East Sixth Avenue

APPLICANT: John & Lisa DiGiacomo

STAFF: Paul

STAFF RECOMMENDATION: Conditional Approval

2. MILLS ACT – case no. HP 15-0002

REQUEST: Local Register & Mills Act

ZONING/LOCATION: R-1-6/ 423 South Ivy Street

APPLICANT: Jesse Harwit

STAFF: Paul

STAFF RECOMMENDATION: Conditional Approval

**H. CURRENT BUSINESS:**

1. DESIGN REVIEW – case no.ADM15-0158

REQUEST: Small addition to rear of Local Register residence

ZONING/LOCATION: R-1-6/ 210 East Sixth Avenue

APPLICANT: John Korelich, Arch. for Dianne Ferguson

STAFF: Paul

STAFF RECOMMENDATION: Approval

2. DESIGN REVIEW – case no.ADM15-0160

REQUEST: Enclosure of a portion of the front porch of an OEN residence

ZONING/LOCATION: R-1-6/ 637 South Broadway

APPLICANT: Farhad Ehya

STAFF: Paul

STAFF RECOMMENDATION: Redesign and Resubmit

3. DESIGN REVIEW – case no. ADM15-0118

REQUEST: Driveway and front parking at Local Register/Mills Act OEN residence

ZONING/LOCATION: R-1-6/ 637 South Juniper Street

APPLICANTS: Carl Conte

STAFF: Paul

STAFF RECOMMENDATION: Conditional Approval

4. DESIGN REVIEW – case no.ADM15-0161

REQUEST: Addition to rear of OEN residence

ZONING/LOCATION: R-1-6/ 803 & 805 East Fifth Avenue

APPLICANTS: Mark & Suzanne Russell

STAFF: Paul

STAFF RECOMMENDATION: Conditional Approval

5. DISCUSSION OF CHANGES PROPOSED TO ARTICLE 65

REQUEST: For Commissioners to provide comments to Staff

REQUESTED BY: Rozanne

6. STATUS REPORT ON WEST HILLSIDE NEIGHBORHOOD GROUP  
REQUESTED BY: Rozanne
7. AD HOC WORK GROUP REPORT ON UPDATING THE CITY'S HISTORIC GUIDELINES (Breitenfeld, Danskin, Taylor)  
REQUEST: Chair Rea.
8. AD HOC WORK GROUP REPORT ON MILLS ACT PROPERTIES (Breitenfeld, Rea, Spann)  
REQUEST: Chair Rea.

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

**I. ORAL COMMUNICATION:**

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

**J. COMMISSIONER COMMENTS**

**K. ADJOURNMENT TO NEXT REGULARLY SCHEDULED HPC MEETING DECEMBER 1, 2015**

## CITY OF ESCONDIDO

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

**August 4, 2015**

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

**Commissioners present:** Chair Rea, Commissioner Brietenfeld, Commissioner Lee, Commissioner Taylor, and Vice-chair Spann.

**Commissioners absent:** Commissioner Corell, and Commissioner Danskin,

**Staff present:** Paul Bingham, Assistant Planner; Jay Petrek, Assistant Planning Director; and Ty Paulson, Minutes Clerk.

#### **MINUTES:**

Moved by Vice-chair Spann, seconded by Commissioner Lee, to approve the minutes of the June 2, 2015, meeting. Motion carried unanimously. (4-0) Commissioner Taylor was absent from the vote.

**WRITTEN COMMUNICATIONS:** Received.

**ORAL COMMUNICATIONS:** None.

**PUBLIC HEARINGS:** None.

#### **CURRENT BUSINESS:**

- 1. DESIGN REVIEW – Case No. ADM 15-0127:**  
REQUEST: Design Review of 1955 OEN house proposing period-appropriate color scheme, replacing the more modern front door with a 6-light door, reroofing of the structure and approval of window changes.  
LOCATION: 429 East 10<sup>th</sup> Avenue.

Paul Bingham, Assistant Planner, provided the staff report and background history for the property located at 429 East 10<sup>th</sup> Avenue. He noted that a stop work order had been issued for the property as well as it being a current Code Enforcement case. He stated that the applicant's intent was to turn the property back into a single-family dwelling. The owner had also submitted a list of addresses for surrounding properties that had vinyl windows and requested this

be considered. Staff recommended approval of the period-appropriate color scheme, replacing the more modern front door with a 6-light door, reroofing of the structure and approval of replacing windows with the condition that all illegal windows and opening changes be restored to their original styles and locations.

Vice-chair Spann and staff discussed the items that would need to go through the building department, specifically with regard to widow replacements.

Commissioner Brietenfeld questioned why the windows were changed.

**Paul Green, property owner**, stated that he originally believed they fell under the Title 24 requirements as well as observing surrounding homes having vinyl windows. He noted that after purchasing the windows they found out that they were under Title 23 requirements. He apologized for his misunderstanding and noted that they had hired a new contractor.

Vice-chair Spann asked Mr. Green if he had visited the residence while the work was occurring. Mr. Green replied in the affirmative.

Vice-chairman Spann noted that he could observe large gaps in the windows from the street. Mr. Green concurred and noted that he had learned a valuable lesson with this property but was losing a large amount of money. He then asked if the Commission would allow the installation of the windows he had purchased.

Chair Rea asked Mr. Green if he was aware that the property was located in a historic district when he purchased the property. Mr. Green replied in the negative. Chair Rea asked Mr. Green if he was a realtor. Mr. Green noted that he had just obtained his real estate license.

Chair Rea noted that one of the most important aspects of an historic property was the windows. She felt the windows should be changed back to the original size and style. She noted that the subject property might have qualified for the Local Register, which would allow for application of a Mills Act Contract. She also noted that dual-glazed windows were not necessarily more energy efficient. She felt the new fencing was more period-appropriate but felt it should be looked at by staff as to its appropriateness.

Vice-chair Spann noted no issue with the fencing and wall but felt the windows should be restored back to something similar to what originally existed. He also felt the window shutters should be restored back to what originally existed.

Chair Rea asked if a period specific front door would be installed. Mr. Green replied in the affirmative.

Vice-chair Spann recommended that the windows to the left of the front door be proportionate with the windows to the right.

Chair Rea questioned whether the Commission would be in favor of allowing the owner to restore only the front windows since they were the most visible.

Commissioner Lee questioned whether this would create a color contrast between the period specific front widows and the vinyl windows.

**ACTION:**

Moved by Chair Rea, seconded by Commissioner Lee, to approve staff's recommendation. Motion carried unanimously. (4-0) Commissioner Taylor was absent from the vote.

**2. EDUCATION PRESENTATION TO COMMISSION ON RECENT CALIFORNIA PRESERVATION FOUNDATION'S 3-DAY CONFERENCE IN SAN DIEGO**

Chair Rea presented an hour PowerPoint presentation summarizing the recent three-day California Preservation Foundation Conference. Among the discussion points covered were: (1) the need to dissuade buyers if they don't want the responsibilities associated with a historic house, (2) 81% of travelers surveyed claim they are interested in seeing historic structures when vacationing, (3) the "Arches" software, which is available free, has allowed Los Angeles to conduct surveys and enter over 880,000 properties into their database, (3) the new "History Pin" website allows input of old photographs by location, and (5) a discussion of the legal need for having a property's historic designation recorded.

Commissioner Taylor entered the meeting at the beginning of this training.

**3. COMMISSIONER COMMENT ON 7/7/15 CPF WEBINAR; REPAIR AND REPLACEMENT OF HISTORIC WINDOWS**

Commissioners discussed points covered in the webinar, reiterating the need to be vigilant with design review projects desiring to remove historic windows instead of attempting repair.

**4. AD HOC WORK GROUP REPORT ON MILLS ACT MONITORING**

Chair Rea asked if the new Mills Act brochures had gone out. Mr. Bingham noted that he would check with Mrs. Cherry when she returned on Monday.

**5. AD-HOC WORK GROUP REPORT ON UPDATING THE CITY'S GUIDELINES TO INCLUDE MID-CENTURY**

Chair Rea suggested looking at other jurisdictions' guidelines.

**6. DISCUSSION ON AD HOC WORK GROUP TOPICS & PARTICIPANTS**

Mr. Bingham reported that City staff had met with representatives of a group of west side neighbors regarding the process for designating a new historic district. It is their desire that the new district be named the West Hillside Neighborhood. Chair Rea noted her being impressed with the determination of this group.

**ORAL COMMUNICATIONS** - None.

**COMMISSIONER COMMENTS** - None.

**ADJOURNMENT:**

The meeting was adjourned at 4:16 pm. The next regular meeting was scheduled for October 6, 2015 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 6, 2015

**TO:** Historic Preservation Commission  
**FROM:** Paul Bingham, Assistant Planner II  
**REQUESTS:** Residences addressed as 447 & 453 East Sixth Ave. (case number HP15-0001)  
1. Local Register listing  
2. Mills Act contract  
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, APN 233-283-2600, consists of .184 acres and is addressed as 447 & 453 East Sixth Avenue. On the property are two separate single-story residences facing the street. It appears the property may have originally been two lots which were later combined. The owner is currently processing a Certificate of Compliance case (SUB 15-0006) in an attempt to legally recreate two lots. The residence addressed as 447 East Sixth is a square shiplap-clad Italianate Cottage built circa 1910 with a detached single bay garage off the alley. The residence addressed as 453 East Sixth is a small rectangular clapboard-clad California Bungalow built circa 1895 with a detached stuccoed two bay garage off the alley. Both residences have later rear additions and front pergolas, but are otherwise mostly as they were when originally built. The placement of the structures and associated fencing on the site give the appearance of two lots similar to the other neighboring lots on both sides of this block also developed with single-family homes.

### **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, John and Lisa DiGiacomo, is to consider placing these resources on the Local Register.

#### **447 East Sixth Avenue:**

This residence is over 100 years old and meets the following four of seven criteria (*note that only two are required for Local Register listing approval*):

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

*The existing Italianate Cottage is mostly as it was originally when built circa 1910.*

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

*The structure was built circa 1910 and is currently 105 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 located on East Sixth Avenue between South Juniper and South Hickory Streets. Within this block are seventeen properties. Fourteen of these contain residences of a similar era found in the City's 1990 Historic Survey, ten of those are on the Local Register, and two of those have Mills Act contracts.*

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

*This residence is an Italianate Cottage. There are perhaps only a dozen Italianate structures left in the City.*

#### **453 East Sixth Avenue:**

This residence is over 100 years old and meets the following three of seven criteria (*note that only two are required for Local Register listing approval*):

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

*The existing Craftsman Bungalow is mostly as it was originally when built circa 1895.*

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

*The structure was originally built circa 1895 and is currently 120 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 located on East Sixth Avenue between South Juniper and South Hickory Streets. Within this block are seventeen properties. Fourteen of these contain residences of a similar era found in the City's 1990 Historic Survey, ten of those are on the Local Register, and two of those have Mills Act contracts.*

### **Mills Act Contract**

The Mills Act contract is for a minimum of ten years and automatically renews 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 for each residence have been listed.

Respectfully Submitted,



Paul K. Bingham  
Assistant Planner II

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

Property Address: 447 & 453 East Sixth Avenue  
Property Owners: John & Lisa DiGiacomo

### For 447 East Sixth Avenue:

1. Restoration of original exterior windows.
2. Replacement of non-original windows with period-correct materials and architectural styles.
3. Restoration of original exterior doors.
4. Replacement of non-original doors with period-correct materials and architectural styles.
5. Installation of period-correct fencing.
6. Repainting of structures with period-correct color palette.
7. Expansion of garage to 2-car capacity using period-correct "carriage house" architectural style.

### For 453 East Sixth Avenue:

1. Restoration of original exterior windows.
2. Replacement of non-original windows with period-correct materials and architectural styles.
3. Restoration of original exterior doors.
4. Replacement of non-original doors with period-correct materials and architectural styles.
5. Installation of period-correct fencing.
6. Repainting of structures with period-correct color palette.
7. Addition of "carriage house" design style elements to existing garage

City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

1. Historic Name
2. Common or Current Name
3. Number & Street 447 E. Sixth Avenue

Ser.No.  
 Natl. Reg. Status  
 Local Designation  
 Local Ranking individ.signif.

City: Escondido Vicinity Only      Zip 92025      County: San Diego  
 4. UTM zone      A E4931.70      B N36642.50      C Zone 11      D  
 5. Quad map No.      Parcel No. 233-283-26      Other

**DESCRIPTION**

6. Property Category      If district, number of documented resources
7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

A truncated hip roof tops this single-story square house with shiplap siding. Enclosed eaves with a plain wide frieze circles the perimeter of the house. Tall, narrow, double-hung wood-framed windows are placed on each side of the front door and on the east and west sides. An addition to the back juts out on the west side and has a hip roof, shiplap siding and shorter windows. A small flat roofed porch in the front is supported by square wood posts. A pergola has been added to each side.

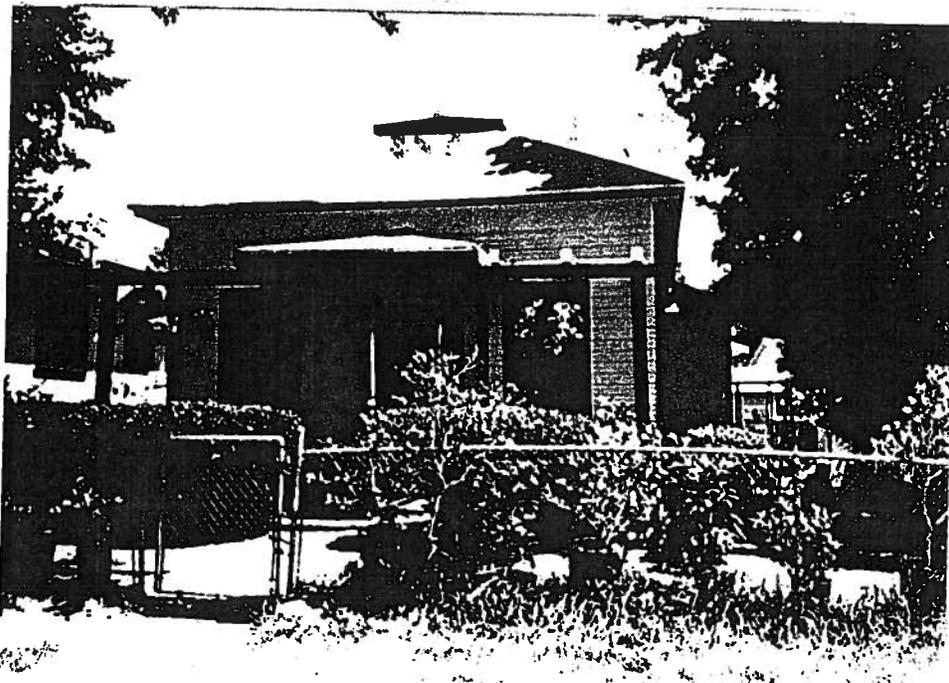
The architectural style is: Italianate cottage

The condition is: good

The related features are: garage

The surroundings are: residential

The boundaries are:



8. Planning Agency      City of Escondido
9. Owner and Address  
 Alfred R. & Emilia S. Switghall  
 131 S. Escondido Blvd.  
 Escondido 92025
10. Type of Ownership      private
11. Present Use      residence
12. Zoning
13. Threats      none known



City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

1. Historic Name
2. Common or Current Name
3. Number & Street 453 E. Sixth Avenue

Ser.No.  
Nat'l. Reg. Status  
Local Designation  
Local Ranking significant

- City: Escondido Vicinity Only Zip 92025 County: San Diego  
4. UTM zone A E4931.80 B N36642.70 C Zone 11 D  
5. Quad map No. Parcel No. 233-283-26 Other

**DESCRIPTION**

6. Property Category If district, number of documented resources
7. Briefly describe the present physical appearance of the property, including condition, boundaries, related features, surroundings, and (if appropriate) architectural style.

A low, wide gabled roof running front to back (north to south) tops this rectangular single-story cottage. Narrow clapboard siding sheaths the house. Double-hung wood-sash windows are used throughout including next to the front door in the front (north) facade. A small flat-roofed porch shelters the front door which features sidelights. A vertical lath vent trims the gable peak.

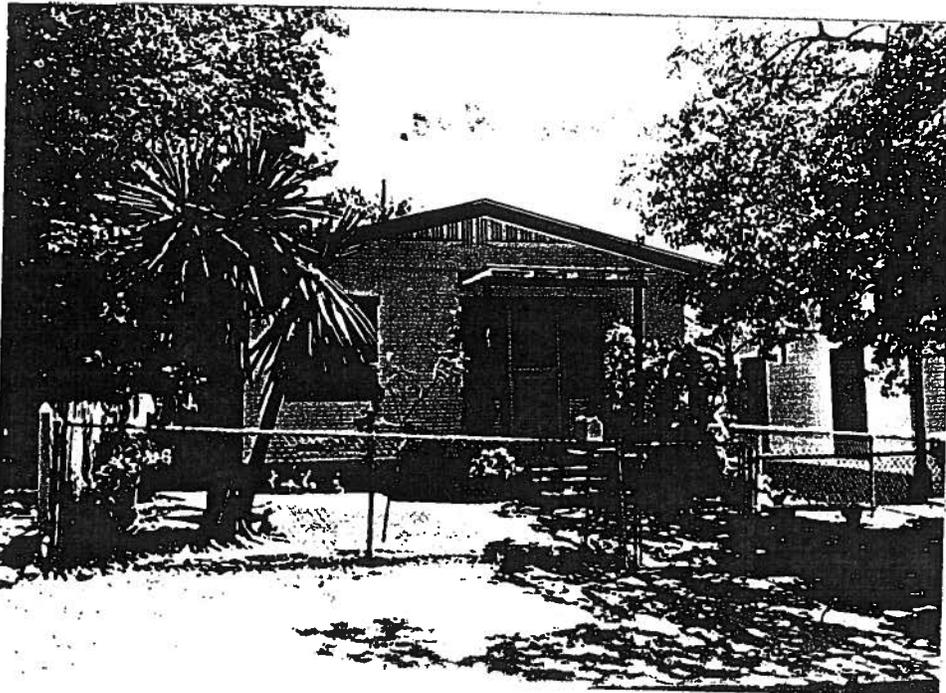
The architectural style is: California bungalow

The condition is: good

The related features are: none

The surroundings are: densely built-up residential

The boundaries are:



8. Planning Agency City of Escondido
9. Owner and Address Alfred R. & Emilia S. Switgall  
131 S. Escondido Blvd.  
Escondido 92025
10. Type of Ownership private
11. Present Use residence
12. Zoning
13. Threats none known



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

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

THIS SPACE FOR RECORDER'S USE ONLY

**HISTORIC PROPERTY PRESERVATION AGREEMENT**

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

**Recitals**

1. WHEREAS, the OWNER possesses and owns real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and
2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not exempt from property taxation, and it is listed in the Local Register of Historic Places; and
3. WHEREAS, both the CITY and the OWNER desire to carry out the purposes of Article 12 (commencing with section 50280) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code and Article 1.9 (commencing with section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code; and
4. WHEREAS, both the CITY and the OWNER desire to limit the use of the PROPERTY and to preserve the PROPERTY so as to retain its characteristics as a property of cultural, architectural, and historical significance.

**Agreement**

NOW THEREFORE, both the CITY and the OWNER, in consideration of the mutual promises, covenants, and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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

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

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

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

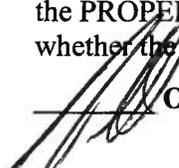
- i. Dilapidated, deteriorating, or unrepaired structures, such as fences, roofs, doors, walls, and windows;
- ii. Scrap lumber, junk, trash, or debris;
- iii. Abandoned, discarded, or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers,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

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

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

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

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

 OWNER'S INITIALS

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

 OWNER'S INITIALS

4. Term of Agreement. This Agreement shall be effective and shall commence on January 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.

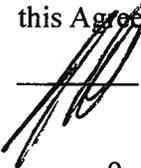
5. Automatic Renewal. On the tenth (10<sup>th</sup>) anniversary of this Agreement and on each successive anniversary date (hereinafter referred to as "the RENEWAL DATE"), one (1) year shall automatically be added to the initial term of this Agreement unless notice of nonrenewal is given as provided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

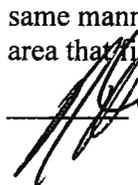
7. Effect of Notice of Nonrenewal. If, in any year, either party serves a notice of nonrenewal as provided in Paragraph 6 above, this Agreement shall remain in effect for: (1) the balance of the period remaining under the initial term of this Agreement; or (2) the balance of the period remaining since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

 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.

 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) calendar days after the date of notice of violation, or within such reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within thirty (30) calendar days and thereafter diligently pursued to completion), the CITY may, without further notice, declare the OWNER to be in breach under the terms of this Agreement, and may bring any action necessary to specifically enforce the obligations of the OWNER growing out of the terms of this Agreement or apply for such other relief as may be appropriate under local, state, or federal law.

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

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

This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, experts and the CITY'S cost for investigating any Claims. The OWNER shall defend the CITY and all of its boards, commissions, departments, agencies, agents, officers, and employees from any and all Claims even if such Claim is groundless, fraudulent, or false. The OWNER'S obligations under this Paragraph shall survive termination of this Agreement.

 OWNER'S INITIALS

14. Remedy If Agreement Not An Enforceable Restriction. In the event it is finally determined by a court of competent jurisdiction that this Agreement does not constitute an enforceable restriction within the meaning of the applicable provisions of the California Government Code and the California Revenue and Taxation Code, except for an unenforceability arising from the cancellation or nonrenewal of this Agreement, for any tax year during the life of this Agreement, then this Agreement shall be null and void and without further effect and the PROPERTY shall from that time forward be free from any restriction whatsoever under this Agreement without any payment or further act by the parties.

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

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

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

18. Attorney's Fees. In the event legal proceedings are brought by any party or parties hereto, to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover its

reasonable attorney's fees in addition to court costs and other relief ordered by the court.

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

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

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

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

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

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

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

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

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

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

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

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

*(Remainder of page left intentionally blank.)*

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

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

**CITY OF ESCONDIDO**

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

By: \_\_\_\_\_  
Mayor

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

By: \_\_\_\_\_  
City Clerk

**OWNER**

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

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

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

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

APPROVED AS TO FORM:

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

By: \_\_\_\_\_

**HISTORIC PRESERVATION  
COMMISSION**

**Agenda Item No.: G.2  
Date: October 6, 2015**

**TO:** Historic Preservation Commission

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

**REQUESTS:** Residence addressed as 423 South Ivy Street (case number HP15-0002)

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 423 South Ivy Street (APN 229-501-0700) consists of .078 acre with an 888 SF unaltered California Bungalow built in 1923. A small garage covered in corrugated metal was added in the rear later. The house was first owned by the Turrentine family. The subsequent owners, the Carroll family, had a



son Army Col. Bernard G. Carroll Jr. who was the creator of the famous "Eternal Flame" that marks President John F. Kennedy's grave in Arlington Cemetery.

## **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 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, Jesse M. Hanwit, is to consider placing this resource on the Local Register.

The residence meets the following three of seven criteria (*note that only two are required for Local Register listing approval*):

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

*The residence was occupied by individuals and families important to the City's and nation's history.*

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.

*The existing California Bungalow built is as originally built in 1923 and is a good example of this period architecture.*

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

*The structure was built circa 1923 and is currently 92 years old*

### **Mills Act Contract**

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

Respectfully Submitted,



Paul K. Bingham  
Assistant Planner II

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

Property Address: 423 South Ivy Street  
Property Owner: Jesse M. Hanwit

1. Repaint exterior with period-appropriate colors
2. Trim existing trees back away from structures.
3. Replace house roof.
4. Relandscape both front and back of property to control erosion. Design will eliminate lawn and incorporate more drought tolerant plants.
5. Remodel of existing bathroom to eliminate leaks, water intrusion and dry rot.
6. Repaint and repair/replace property fencing as 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) \_\_\_\_\_

P1. Other Identifier: \_\_\_\_\_

\*P2. Location:  Not for Publication  Unrestricted

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

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

c. Address 423 S. Ivy St. City Escondido Zip 92025

d. UTM: (Give more than one for large and/or linear resources) Zone 11, \_\_\_\_\_ mE/ \_\_\_\_\_ mN

e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate) parcel # 229-501-07

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

Narrow clapboards sheath this single story rectangular home with a gabled roof running east (front) to west. An offset gabled porch, partially recessed, is placed in the front. The porch and house gables are decorated with triangular brackets and the house has a lath vent at the top of the gable. A picture window with plain transom is located to the north of the porch and the porch contains a matching window and multi-paned front door. Double-hung original wood frames are used on the sides. The house has 888 square feet.

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

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

P5a. Photog



\*P5b. Description of Photo: view, date, accession #) front of house taken 9/8/15

\*P6. Date Constructed/Age and Source:

Historic  Prehistoric  Both  
 1923

\*P7. Owner and Address:

Jesse Hanwit 423 S. Ivy Street Escondido,  
CA 92025

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

\*P9. Date Recorded: \_\_\_\_\_

\*P10. Survey Type: (Describe) \_\_\_\_\_

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

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

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

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

\*NRHP Status Code \_\_\_\_\_

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

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

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

B3. Original Use: residential

B4. Present Use: residential

\*B5. Architectural Style: California Bungalow

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

Built in 1923 the original structure has not been altered. A corrugated tin garage has been added at the rear of the property.

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

\*B8. Related Features:

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.)

The bungalow showed up in America in the 1880s, scattered here and there and especially in New England. But it was its development in Southern California that paved the way for its new role as a year-round house, and turned it into the most popular house style American had ever known. Suburbs were developing and there was a need for "an innovative, small, single-family, simple but artistic dwelling; inexpensive, easily built, yet at the same time attractive to the new middle-class buyer." The term California Bungalow appeared in 1905 and it was Stickley's appreciation of the Bungalow as an embodiment of Craftsman architectural ideals that gave it its wider appeal. Stickley's message had three major principles: simplicity, harmony with nature, and the promotion of craftsmanship. During this period, home ownership was becoming a realizable. A need existed for small and simple house that would look good even if plainly built and furnished and the California Bungalow met that need.

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

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

\*B12. References:

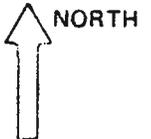
The Old-House Journal in the spring of 1985. Written by Patricia Poore.

B13. Remarks:

\*B14. Evaluator:

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

(This space reserved for official comments)



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

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

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

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

Continuation       Update



**First American  
Title Company**

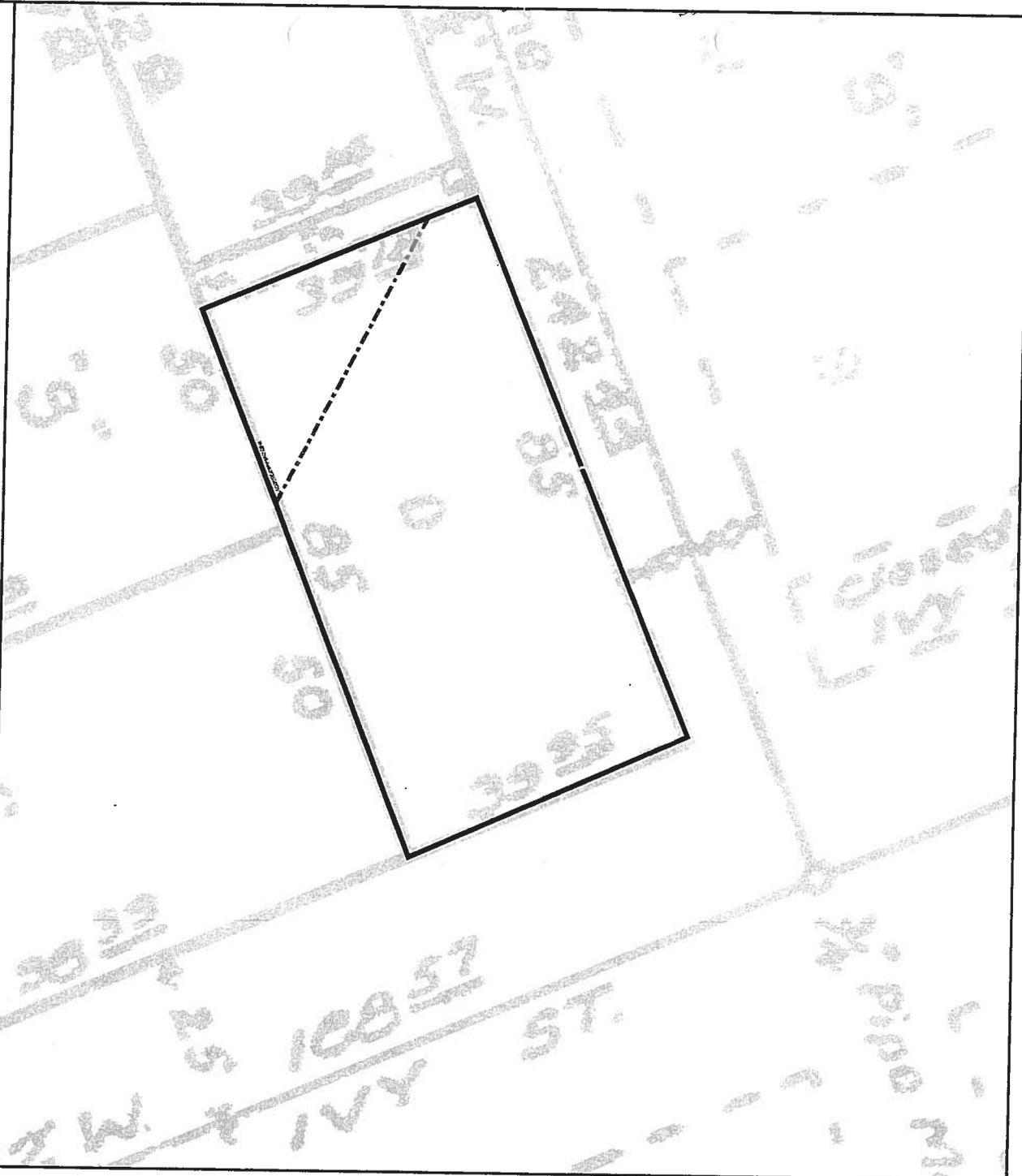
Reference No.: 4979756  
County: San Diego

**Plotted Easements**

**Legend**



12/23/1968 #224823  
(4' Wide-Public Utilities,  
Ingress & Egress)



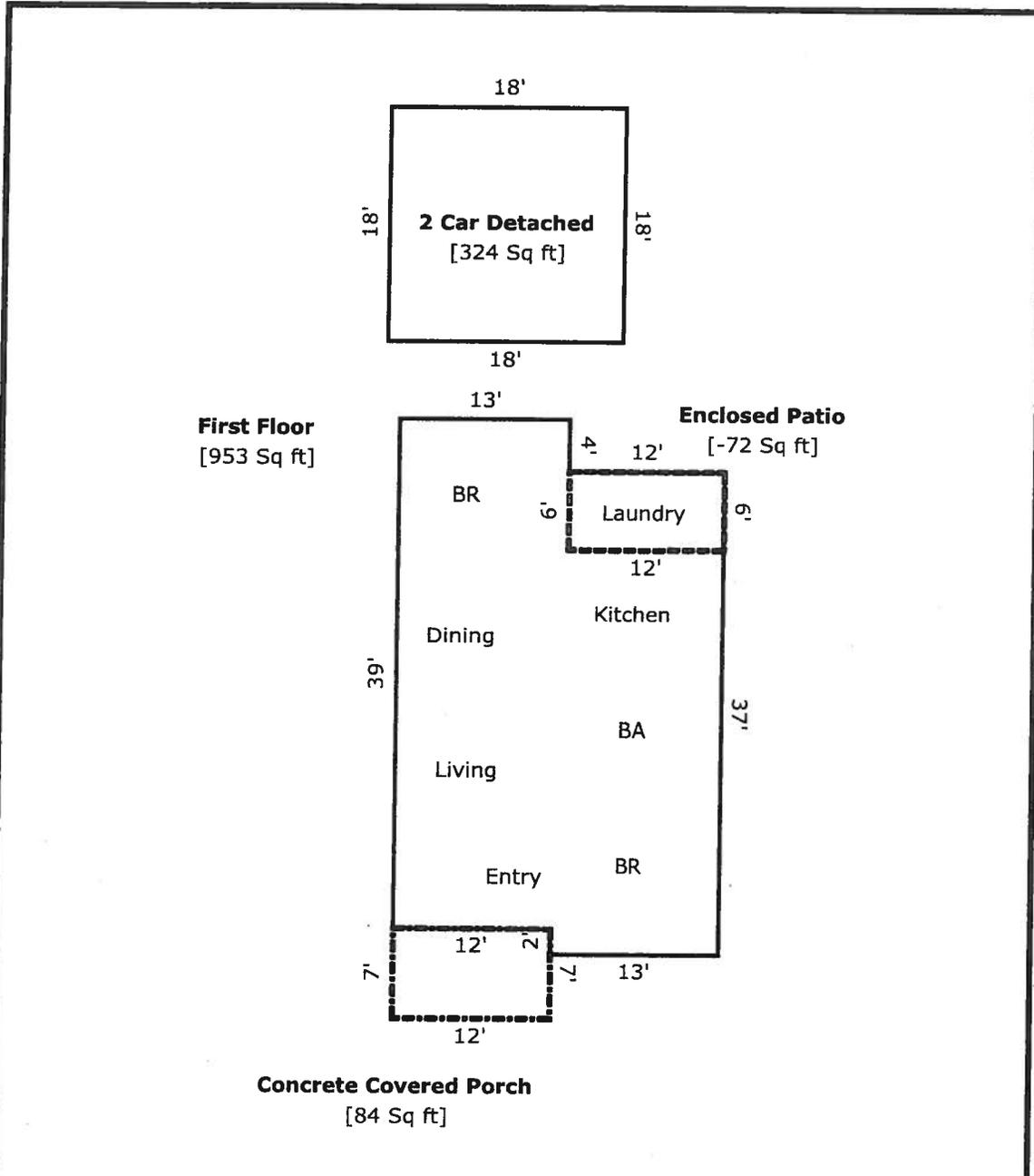
This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

Tax ID: 229-501-07-00

Short Legal: Lot D Tract Map #1769

### Building Sketch

Borrower/Client	Hanwit, Jesse		
Property Address	423 S Ivy St		
City	Escondido	County	San Diego
Lender	Comerstone Home Lending, Inc.	State	CA
		Zip Code	92025



TOTAL Sketch by a la mode, inc.

#### Area Calculations Summary

Living Area	Area	Calculation Details
Enclosed Patio	-72 Sq ft	$6 \times 12 = 72$
First Floor	953 Sq ft	$37 \times 12 = 444$ $1 \times 2 = 2$ $13 \times 39 = 507$
<b>Total Living Area (Rounded):</b>	<b>881 Sq ft</b>	
<b>Non-living Area</b>		
Concrete Covered Porch	84 Sq ft	$7 \times 12 = 84$
2 Car Detached	324 Sq ft	$18 \times 18 = 324$

**Date Purchased****Buyer Information**

- 11/13/23** Property purchased by **Lawrence Turrentine** and his wife **Carrie**, who was born in Illinois in 1894. They lived in San Diego County, California in 1920. He was the head of the household, 27 years old, and identified as white. Lawrence was born in California on Oct 22, 1892, and both of his parents were born in Tennessee. They could both read and write, and rented their residence. He died on April 25, 1985. Lawrence served in the US Navy from 5 Jun 1917-7 Jan 1919 during WW1. The Escondido Main Library, located on Kalmia Street about 2 1/2 blocks north of the Thomas/Turrentine house, has a meeting room named the Turrentine Room, indicating that the name is fairly prominent in the history of Escondido.
- 11/31/25** **Bernard G. Carroll** lived in San Diego County, California in 1930. He was the head of the household, 36 years old, and identified as white. Bernard was born in California around 1894. His father was born in Ireland, and his mother was born in England. In 1930, Bernard was married to **Mary A. Carroll**, and they had three children named Bernard G., Jane E., and William. He died on Nov 17, 1947. His son, Retired Army Col. Bernard G. Carroll Jr., who created the eternal flame that marks President Kennedy's grave in Arlington National Cemetery, died in 2002 in La Jolla from complications after heart surgery. He was 83.
- 10/6/31** **P.H. and Valeria Doughty** Phillip H Doughty was born in Oregon in 1902. His wife Valeria was born in 1897 in Colorado.
- 4/27/33** **Evelyn Leu** lived in San Diego County, California in 1930. She was the head of the household's wife, 27 years old, and identified as white. Evelyn was born in North Dakota around 1903, and both of her parents were born in Austria. In 1930, Evelyn was married to **Edward E. Leu**. Edward was born in Washington on January 23, 1903 and died on November 4, 1971. His father was born in Ohio, and his mother was born in Kentucky.
- 4/28/36** **Cloyd Garner** lived in San Diego County, California in 1930. He was the head of the household, 26 years old, and identified as white. Cloyd was born in Iowa around 1904, and both of his parents were born in Illinois. In 1930, Cloyd was married to **Eunice M. Garner**.
- 12/2/42** **Arthur and Alma Peterson** Alma Peterson was born on November 19, 1897 and died on May 1, 1982 at the age of 84. Alma last resided in San Diego, San Diego County, California. She was married to Arthur Peterson who was born in 1916.
- 2/11/42** **Bessie I. Smith** was born on February 1, 1909 and died on April 11, 1999 at the age of 90. Bessie last resided in San Diego, San Diego County, California.
- 1/6/43** **Sarah Jones** and daughter **Carrie May Jones**. Sarah Jones was born in Ohio in 1860. She lives at 423 Ivy with her daughter who was 60 years of age when the house was purchased.
- 3/7/62** **Harold Wells** and his son **Archie Meader Wells**. Archie was born in 1902 and died in 1985.
- 9/4/64** **Elizabeth Wilson**, a widow, and her daughter **Ellen Bohannon**
- 2/19/68** **John and Vera Leiterman** Vera was born in Oregon in 1902. John John was born in NY around 1895.

**Date Purchased****Buyer Information**

**9/19/73**      **Mads Peder Molgard**

**9/13/77**      **Leja Minc**

**2/28/80**      **Patricia Chapman**              Patricia was born in 1947 and continues to live in Escondido.

**4/15/80**      Patricia sold half interest in the property to **John and Cathy Houck**

**11/14/86**      **Johnson T. Platt** is now 80 years old and is listed as an Officer with The Special Balloons, Ltd. in California. He continues to reside in Escondido.

**11/4/87**      Karen Lewis with Glenn and Rosemary Lewis. Rosemary is currently 82 and continues to live in Escondido.

**8/30/94**      Carl Villarreal

**8/18/01**      Christopher L and Amanda Montoya Varns

**10/4/03**      Teresa Chiarizia

**12/12/05**      Arthur Dodds and his wife, Mary Whitney Lyles

**8/30/2011**      Richard and Jean Koehler

**9/22/15**      Jesse Hanwit

City of Escondido  
**HISTORIC RESOURCES INVENTORY**

**IDENTIFICATION AND LOCATION**

1. Historic Name
2. Common or Current Name
3. Number & Street 423 South Ivy Street

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

- City: Escondido Vicinity Only      Zip 92025      County: San Diego      Cross-Corridor
4. UTM zone      A E4930.00      B N36643.80      C Zone 11      D
  5. Quad map No.      Parcel No. 229-501-07      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.

Narrow clapboards sheath this single story rectangular house with a gabled roof running east (front) to west. An offset gabled porch, partially recessed, is placed in the front. The porch gable and house gable are decorated with triangular brackets and the house has a lath vent at the top of the gable. A picture window with plain transom is located to the north of the porch and the porch contains a matching window and a multi-paned front door. Double-hung wood frame windows are used on the sides.

The architectural style is: California Bungalow

The condition is: good

The related features are: corrugated tin garage

The surroundings are: residential-commercial mix; densely built-up

The boundaries are:



8. Planning Agency      City of Escondido
9. Owner and Address      Patricia A. Chapman  
     P.O. Box 1682  
     Escondido
10. Type of Ownership      private
11. Present Use      residence
12. Zoning
13. Threats      zoning

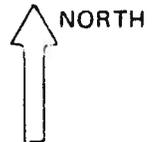
## HISTORICAL INFORMATION

14. Construction Date(s) c1915      Original location unknown      Date moved
15. Alterations & date none apparent
16. Architect unknown      Builder unknown
17. Historic attributes (with number from list)

## SIGNIFICANCE AND EVALUATION

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

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



**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**

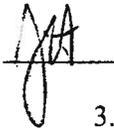
1. WHEREAS, the OWNERS possess and own real property located within the City of Escondido, which property is more fully described in Attachment "A" to this Agreement (hereinafter "the PROPERTY"); and
2. WHEREAS, the PROPERTY is a qualified historical property in that it is privately owned, it is not 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**

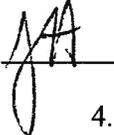
NOW THEREFORE, both the CITY and the OWNERS, in consideration of the mutual promises, covenants and conditions contained herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

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.

 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.

 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]

Jesse Hanwitz  
423 S. Ivy St  
Escondido, CA 92025

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: \_\_\_\_\_

**ARTICLE 65. OLD ESCONDIDO NEIGHBORHOOD**

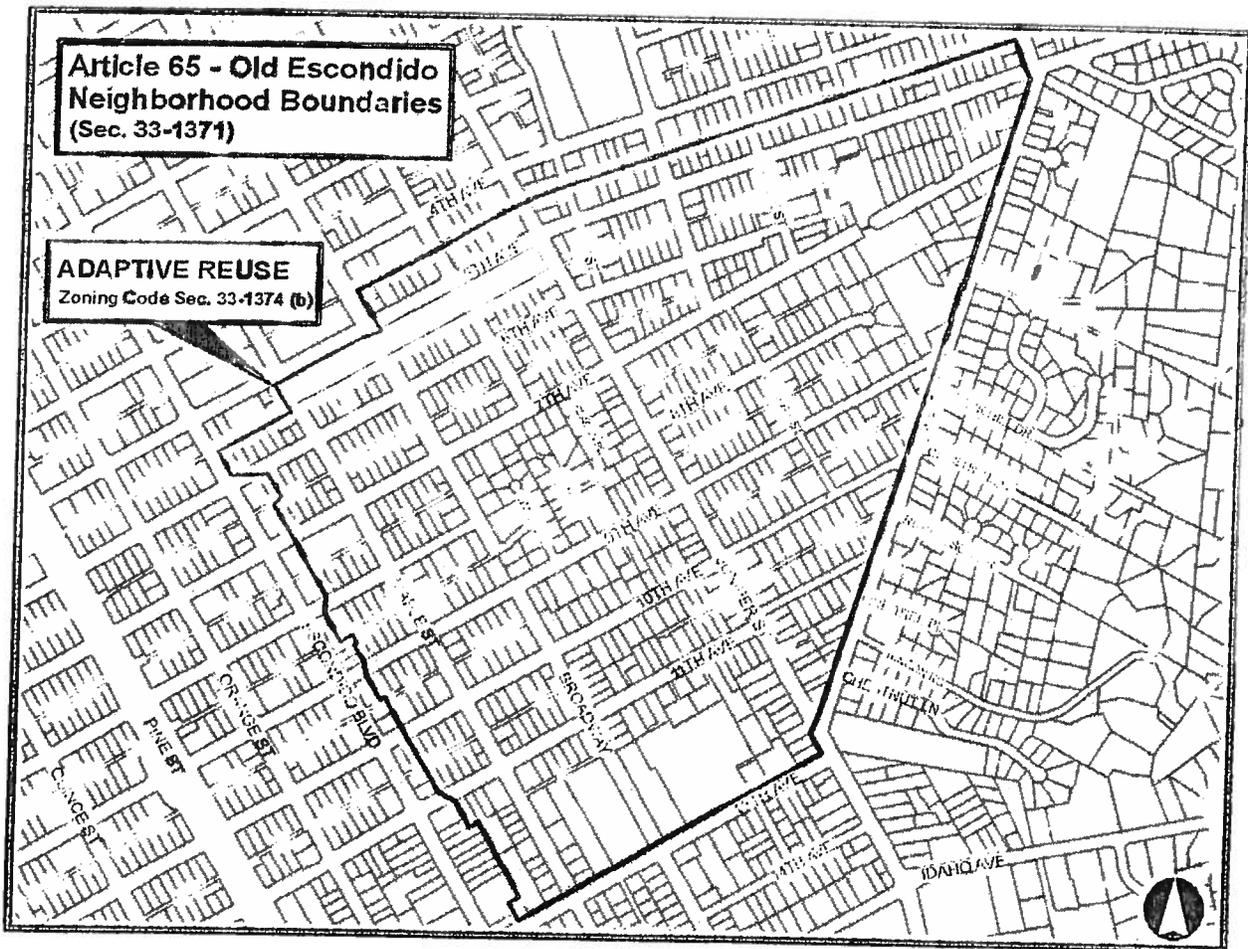
**Sec. 33-1370. Purpose.**

It is the purpose and intent of the Old Escondido Neighborhood historic district to:

- (a) Preserve the single-family residential character of the neighborhood;
- (b) Preserve the historic/cultural resources of the neighborhood;
- (c) Emphasize orientation towards pedestrian activities in the area;
- (d) Discourage nonresidential uses. (Ord. No. 91-58, § 1, 12-18-91)

**Sec. 33-1371. Boundaries.**

The boundaries of Old Escondido Neighborhood are Fifth Avenue on the north, Chestnut Street on the east, Thirteenth Avenue on the south and South Escondido Boulevard on the west, excluding properties fronting on Escondido Boulevard, and including north side of Fifth Avenue from Juniper to Date. For more detailed boundaries see map below.



(Ord. No. 91-58, § 1, 12-18-91)

**Sec. 33-1372. Permitted principal uses and structures.**

The following principal uses and structures are permitted in the Old Escondido Neighborhood:

Use No.	Use Title
1111	Single-family dwellings, detached, including licensed residential care facilities for six (6) or fewer persons
6815	Small family day care centers as defined in section 33-8 of this code. (7—12 children)

(Ord. No. 91-58, § 1, 12-18-91; Ord. No. 2004-21, § 6, 11-17-04)

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

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. (Ord. No. 91-58, § 1, 12-18-91)

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

(a) The following uses are permitted anywhere within the neighborhood/district if a conditional use permit has first been issued and subject to the terms thereof.

Use No.	Use Title
1400	Mobilehome parks conforming to the provisions of this article
1591	Bed and breakfast facilities, conforming to Article 32 (except no signs shall be allowed, no variance to parking requirements granted and size shall be limited to 4 rooms with no exception)

Use No.	Use Title
4710	Communications (excluding 4718—offices, 4712—relay towers, microwave or others)
4753	Satellite dish antennas pursuant to Article 34 of this chapter
4833	Water storage as part of a utility water system (uncovered)
6810	Nursery, primary and secondary education (use of existing buildings only)
6910	Religious activities
6941	Social clubs
6942	Fraternal associations and lodges
6944	Youth organizations subject to criteria of section 33-1105
6952	Civic associations

(b) The following conditional uses are permitted in existing buildings within the Old Escondido Neighborhood on the south side of Fifth Avenue between South Escondido Boulevard and Juniper.

Use No.	Use Title
6520	Legal services
6530	Engineering, architectural and planning services
6591	Accounting, auditing, bookkeeping services, income tax services, notary public
6592	Interior decorating consulting services
6611	Building contractors (includes residential, commercial and industrial) with no storage of vehicles, equipment, materials, etc.

(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(c).~~ 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 sub-

} Delete

ject to the conditional use permit requirements of Article 30 of this chapter.

(d) Staff and planning commission shall evaluate all conditional use permits against the criteria set forth in Article 61 of this zoning code. In addition, those conditional use permits pursuant to section 33-1374(b) shall be subject to the following:

(1) Hours of operation shall be from 7:00 a.m. to 11:00 p.m.

(2) Adaptive reuse shall conform to design guidelines for historic resources. Every project for adaptive reuse will be subject to design review to assess appropriateness of the proposed use and any proposed changes in relation to the area, the building and the site.

(3) Parking for employees shall be provided on site at a ratio of one (1) parking space per three hundred (300) square feet of the office area.

Curbside parking with a two (2) hour limit will be provided for customer parking. The city will provide parking stickers for residents.

(4) Noise and lighting standards shall be the same as for residential areas.

(5) Signs shall conform to section 33-1379 of this article.

*delete* { ~~(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.~~ (Ord. No. 91-58, § 1, 12-18-91; Ord. No. 92-42, § 10, 11-4-92; Ord. No. 2004-21, § 9, 11-17-04)

**Sec. 33-1375. Prohibited uses and structures.**

All industrial, office, commercial, agricultural and multifamily uses not specifically listed in this article are prohibited. (Ord. No. 91-58, § 1, 12-18-91)

**Sec. 33-1376. Property development standards.**

(a) Properties shall be developed in accordance with Article 10 (R-1 zone) of this zoning code, except as specifically mentioned in this article.

(b) All new construction and all external modifications and changes to structures and sites within the Old Escondido Neighborhood shall conform to design guidelines for homeowners of historic resources.

(c) Lot dimensions for newly created parcels may vary from the underlying zone standard in order to facilitate the relocation of a historic single-family residence, provided the lot maintains the minimum square footage established for the zone and the relocated residence meets all other criteria established by the city to the satisfaction of the community development director. (Ord. No. 91-58, § 1, 12-18-91; Ord. No. 2005-10R, § 4, 7-13-05)

**Sec. 33-1377. Off-street parking.**

Off-street parking shall conform with Article 39 of this zoning code. (Ord. No. 91-58, § 1, 12-18-91)

**Sec. 33-1378. Noise and lighting.**

Noise and lighting standards will be the same as for residential areas. (Ord. No. 91-58, § 1, 12-18-91)

**Sec. 33-1379. Signs.**

Signs within the Old Escondido Neighborhood shall conform to the following provisions:

(a) Wall signs or name plates shall not exceed eight and one-half (8.5) inches by fourteen (14) inches size, and shall display only the name and address of the business or occupant, except as specified in this subsection:

On the south side of Fifth Avenue between Escondido Boulevard and Juniper Street, signs shall not exceed one hundred twenty (120) square inches in area and shall display only the name and address of the business or occupant.

(b) Wall signs shall be attached to the building or to an arm attached to the building. One (1) sign shall be permitted for each residence or business located within a structure.

(c) No illumination of wall signs or window signs shall be allowed.

(d) Freestanding signs. Subject to planning staff review and approval, one (1) freestanding sign per parcel may be permitted within the adaptive reuse area subject to the following standards:

(1) The sign shall not exceed eight (8) square feet in area and five (5) feet in height.

(2) The sign shall display only the name, address and/or logo of the business or occupant.

(3) No internal illumination shall be allowed. Indirect external illumination may be allowed between the hours of sunrise and 11:00 p.m.

(e) Sign design, colors, materials and typeface shall be coordinated with the building style, material, size, color, and shall be in keeping with the historical context of the Old Escondido Neighborhood.

(f) Churches are exempt from the sign restrictions of this section, but shall conform to the standards of Article 66. (Ord. No. 91-58, § 1, 12-18-91; Ord. No. 92-47, § 6, 11-18-92; Ord. No. 2000-01, § 4, 1-19-00; Ord. No. 2011-19R, § 5, 1-11-12)

**Sec. 33-1380. Review.**

Exterior changes to structures or sites within the Old Escondido Neighborhood will be subject to the design guidelines for homeowners of historic resources and the receipt of a certificate of appropriateness as prescribed in section 33-798. Any project involving the removal or relocation of mature or protected tree, or sensitive biological species or habitat, is also subject to the regulations of sections 33-1068 through 33-1069. (Ord. No. 2000-23, § 6, 9-13-00)

**Sec. 33-1381. Appeal.**

Staff review decisions may be appealed to the historic preservation commission (HPC). HPC decisions may be appealed to the planning commission. Planning commission decisions may be appealed to city council pursuant to section 33-1303 of this zoning code. (Ord. No. 91-58, § 1, 12-18-91; Ord. No. 2011-19R, § 5, 1-11-12)

## ARTICLE 70. SECOND DWELLING UNITS

### Sec. 33-1470. Purpose.

The purpose of this article is to provide regulations for the establishment of second dwelling units in residential zones. The intent of the article is to provide affordable housing in areas where adequate public facilities and services are available, and where impacts upon the residential neighborhoods directly affected would be minimized. Second dwelling units shall be designed to minimize the effect of the new second dwelling unit on adjacent properties, any potential impacts shall be oriented to the primary residence. (Ord. No. 92-42, § 1, 11-4-92; Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

### 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.

A 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. (Ord. No. 92-42, § 1, 11-4-92; Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

### 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 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. (Ord. No. 92-42, § 1, 11-4-92; Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

### Sec. 33-1473. Occupancy limitations.

(a) Owner-occupied. The owner of the property shall reside on the parcel on which the second dwelling unit is located. The second dwelling unit is not intended for sale, except in conjunction with the sale of the primary residence and property.

(b) Deed restriction. Building permits will not be issued for the establishment of a second dwelling unit or its occupancy prior to the applicant's submittal of evidence that a deed restriction, which sets forth the occupancy limitations prescribed by the ordinance, has been filed with the county recorder. This deed restriction shall run with the land; inure to the benefit of the city as well as to the benefit of the other residential property owners within the subdivision; and, be coterminous in tenure with the life of the second dwelling unit. (Ord. No. 92-42, § 1, 11-4-92; Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

### Sec. 33-1474. Development standards.

Second dwelling units shall be subject to all development standards of the zone in which the property is located, except as modified below:

(a) Lot area. Second dwelling units may be constructed on any legal lot in a residential zone provided all requirements of this article and the zoning and building codes are met.

(b) Number of bedrooms. A maximum of one (1) bedroom shall be permitted.

(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.

(d) Maximum unit size. For lots less than ten thousand (10,000) square feet, attached second dwelling units shall not exceed five hundred (500) square feet. For lots over (10,000) square feet, second dwelling units shall not exceed six hundred forty (640) square feet.

(e) Minimum unit size. The minimum permitted size of a second dwelling unit shall be defined by the Uniform Building Code and Uniform Housing Code. The minimum unit size of the residential zone shall not apply to the second dwelling unit.

(f) Height. Second dwelling units shall conform to the height limits of the zone and shall be limited to one (1) story.

(g) Lot coverage. The entire lot shall conform to the lot coverage limitation of the zone in which the property is located.

(h) Parking requirements. Off-street parking for the primary dwelling shall conform to the current parking standards, as required in Article 39 of the Escondido Zoning Code and:

(1) One (1) additional off street parking space, covered or uncovered, shall be provided for a second dwelling unit, and shall not be tandem.

(2) Required parking for the second dwelling unit shall be permitted in a side yard or rear yard only when said yard is abutting an alley and a minimum backup of twenty-four (24) feet is provided.

(3) Parking for the second dwelling unit shall be accessible, not conflict with access and required parking for the primary structure and be located to minimize impacts on adjacent properties.

(i) Design of the unit. The second dwelling unit shall not create a second front entrance visible from adjacent streets. Access doors and entry for the second dwelling unit shall not be oriented to the nearest adjacent property line. The planning staff shall review second dwelling unit applications to ensure the addition is integrated with the primary structure with respect to roof design, height, compatible materials, color, texture, and design details.

(j) Addresses. The addresses of both units shall be displayed in such a manner that they are clearly seen from the street. (Ord. No. 92-42, § 1,

11-4-92: Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03; Ord. No. 2008-22, § 8, 9-10-08)

**Sec. 33-1475. Other regulations.**

(a) Garage conversions. Garage conversions to second dwelling units are prohibited unless replacement covered off-street parking is provided which conforms to Article 39 of this chapter. Converted garages must meet all building code requirements for a dwelling unit and provisions of the ordinance.

(b) Guest house. An attached guest house may be converted to a second dwelling unit provided all provisions of this article and the building code and zoning code are met. A guest house and a second dwelling unit may occur on the same lot provided the lot is over twenty thousand (20,000) square feet in area and provided the guest house does not contain kitchen facilities and is not rented. No more than one (1) second dwelling unit or no more than one (1) guest house are permitted on a lot. (Ord. No. 92-42, § 1, 11-4-92: Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

**Sec. 33-1476. Existing nonpermitted second units.**

This article shall apply to all second dwelling units which exist on the date of passage of the ordinance. All units which do not have a permit, or cannot receive a permit, upon passage of the ordinance codified herein shall be considered in violation and shall be subject to code enforcement action. (Ord. No. 92-42, § 1, 11-4-92: Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

**Sec. 33-1477. Application and procedure.**

The director shall approve a second dwelling unit permit unless he or she determines that such permit does not meet the requirements of this article. The director may refer any unit to the planning commission prior to the director's decision for conformance with the specific criteria outlined in section 33-1474(i). (Ord. No. 92-42, § 1, 11-4-92: Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15,

§ 4, 6-4-03; Ord. No. 2008-22, § 8, 9-10-08; Ord. No. 2011-19R, § 5, 1-11-12)

**Sec. 33-1478. Findings for approval and denial.**

The decision to deny an application shall be in writing and shall state the reasons therefor. In granting a second dwelling unit permit, the following findings shall be established as complete without further written action:

(a) Adequate public facilities and services are available;

(b) All requirements of this article and the zoning code are met:

(c) The project will not create a second front entrance;

(d) The unit is integrated with the primary structure with respect to roof design, height, compatible materials, color, texture, and design details. (Ord. No. 92-42, § 1, 11-4-92; Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

**Sec. 33-1479. Appeal.**

(a) Upon denial of an application, the applicant may appeal the decision to the planning commission.

(b) Upon receipt of a written request for a hearing anytime prior to the effective date of a decision on the permit, the director shall notice a public hearing before the planning commission in accordance with the provisions of section 33-1300 of this chapter.

(c) The appeal hearing shall be conducted in accordance with the provisions of sections 33-1303 and 33-1304 of the Escondido Zoning Code, and shall be acted upon in accordance with the determination and findings specified in section 33-1478 of this article. (Ord. No. 92-42, § 1, 11-4-92; Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

**Sec. 33-1480. Fees.**

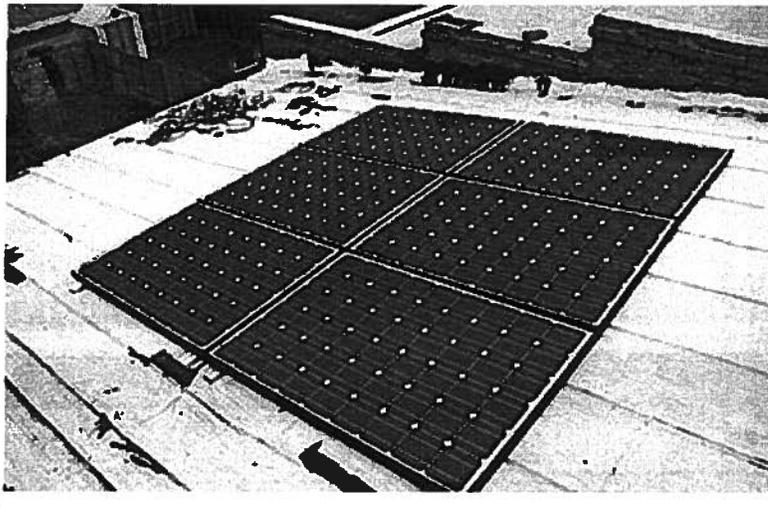
(a) Any party who appeals the director's shall submit an appeal processing fee as determined by the city council.

(b) For purposes of determining building permit fees, a second dwelling unit shall be considered a room addition and shall not be subject to subarea facilities plan fees. (Ord. No. 92-42, § 1, 11-4-92; Ord. No. 2002-15R, § 5, 5-1-02; Ord. No. 2003-15, § 4, 6-4-03)

**Secs. 33-1481—33-1489. Reserved.**



ear parking lot  
atively impact the



Recommended Solar panels were installed appropriately on the rear portion of  
the roof on this historic row house that are not visible from the primary elevation.



Recommend  
the roof on th



## Solar Technology

### Recommended

Considering on-site, solar technology only after implementing all appropriate treatments to improve energy efficiency of the building, which often have greater life-cycle cost benefit than on-site renewable energy.

Analyzing whether solar technology can be used successfully and will benefit a historic building without compromising its character or the character of the site or the surrounding historic district.

Installing a solar device in a compatible location on the site or on a non-historic building or addition where it will have minimal impact on the historic building and its site.

### Not Recommended

Installing on-site, solar technology without first implementing all appropriate treatments to the building to improve its energy efficiency.

Installing a solar device without first analyzing its potential benefit or whether it will negatively impact the character of the historic building or site or the surrounding historic district.

Placing a solar device in a highly-visible location where it will negatively impact the historic building and its site.

## **Solar Technology**

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### **Recommended**

Installing a solar device on the historic building only after other locations have been investigated and determined infeasible.

Installing a low-profile solar device on the historic building so that it is not visible or only minimally visible from the public right of way: for example, on a flat roof and set back to take advantage of a parapet or other roof feature to screen solar panels from view; or on a secondary slope of a roof, out of view from the public right of way.

Installing a solar device on the historic building in a manner that does not damage historic roofing material or negatively impact the building's historic character and is reversible.

Installing solar roof panels horizontally—flat or parallel to the roof—to reduce visibility.

Investigating off-site, renewable energy options when installing on-site solar devices would negatively impact the historic character of the building or site.

### **Not Recommended**

Installing a solar device on the historic building without first considering other locations.

Installing a solar device in a prominent location on the building where it will negatively impact its historic character.

Installing a solar device on the historic building in a manner that damages historic roofing material or replaces it with an incompatible material and is not reversible.

Removing historic roof features to install solar panels.

Altering a historic, character-defining roof slope to install solar panels.

Installing solar devices that are not reversible.

Placing solar roof panels vertically where they are highly visible and will negatively impact the historic character of the building.